AGENDA
DECEMBER 17, 2025
*4:30 P.M. (CLOSED SESSION) *6:45 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

Dr. Ben A. Drati will lead the Pledge of Allegiance.

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. Public Employee Discipline, Dismissal, Release, Reassignment, Resignation (Government Code Section 54957).
    a. Discuss Public Agency Retirement Services Supplementary Retirement Plan for 2025/26
3. Public Employment/Appointment (Government Code Section 54957).
    a. Principal
4. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9 (d)(1)).
    a. Jack Noonkester v. Fresno Unified Workers' Compensation, Fresno Unified Case No. WC24-0709-11938
    b. Risk Management Litigation Report
5. Conference with Legal Counsel - Pending Litigation (Government Code Section 54956.9 (d)(1)).
    a. Marissa Marie Morrone, by and through her Guardian ad Litem, Deserie Neves, vs. Fresno Unified School District, and Sheri Guisto, Fresno Superior Court No. 25CECG04711, Claim No. GL24-1219-14860
6. Conference with Legal Counsel – Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9(d)(2)).
    a. Potential Case (one)
    b. Receipt of a Claim Pursuant to the Government Claims Act
        i. Claim GL25-0718-16221
        ii. Claim GL25-1120-16220

*6:45 P.M., RECONVENE and Report Action Taken During Closed Session

Page

A. RECEIVE INFORMATION AND REPORTS

1. RECEIVE Proposed Revisions for Board Bylaws — 17 - 51

Receive Proposed Revisions for Board Bylaws.pdf

Receive Proposed Revisions for Board Bylaws.pdf

Included in the Board material are proposed revisions for ten Board Bylaws (BB) and two Exhibits (E) as follows:

1. E 9000 Role of the Board (NEW)
2. BB 9005 Governance Standards
3. BB 9010 Public Statements
4. BB 9011 Disclosure of Confidential/Privileged Information
5. BB 9012 Board Member Electronic Communications
6. BB 9250 Remuneration, Reimbursement, and Other Benefits
7. BB 9315 Board Policy Waivers
8. BB 9320 Meetings and Notices
9. BB 9320.1 Board Workshops
10. BB 9323.2 Actions by the Board
11. E 9323.2 Actions Requiring a Super Majority Vote
12. BB 9323.3 Complaints Concerning Board Members

These revisions are in alignment with Student Outcomes Focused Governance and best practices. The items will be brought back for approval at a future Board meeting. Contact person: Ambra O'Connor, telephone (559) 457-3838.

2. RECEIVE Proposed Revisions for Board Policies 52 - 69

Receive Proposed Revisions for Board Policies.pdf

Receive Proposed Revisions for Board Policies.pdf

Included in the Board material are proposed revisions for six Board Policies (BP) as follow:

1. BP 0410 Nondiscrimination in District Programs and Activities
2. BP 1265 Civility Policy
3. BP 3515 School Safety and Security
4. BP 5141.4 Child Abuse Prevention and Reporting
5. BP 5141.7 Sun Safety (NEW)
6. BP 5142 Safety

These revisions are in alignment with Student Outcomes Focused Governance and best practices. The items will be brought back for approval at a future Board meeting. Contact person: Ambra O'Connor, telephone (559) 457-3838.

B. CONFERENCE AND DISCUSSION AGENDA

1. *6:50 P.M. 70 - 73

DISCUSS and APPROVE List of Board Member Committees and Organizations

Discuss and Approve List of Board Member Committees and Organizations.docx

Discuss and Approve List of Board Member Committees and Organizations.pdf

Included in the Board material is the updated list of Board member appointments to committees and organizations for 2026. This recommended list is based on the feedback Board members provided to Board President Islas. Board President Islas **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone (559) 457-3838.

2. *7:00 P.M. 74 - 94

DISCUSS and ACCEPT the Student Outcomes Focused Governance Monitoring Report

Discuss and Accept Student Outcomes Focused Governance Monitoring Report

Discuss and Accept Student Outcomes Focused Governance Monitoring Report.pdf

Included in the Board material is the Student Outcomes Focused Governance Monitoring Report for the Literacy Intervention and College and Career Readiness Interim Goals. The monitoring report also includes a baseline-setting report for the Health and Wellness Interim Guardrails. The Superintendent **recommends acceptance** of the monitoring reports. Fiscal Impact: There is no fiscal impact at this time. Contact Person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

3. *7:30 P.M. 95 - 100

DISCUSS and APPROVE Public Agency Retirement Services Supplementary Retirement Plan for 2025/26

Discuss and Approve Public Agency Retirement Services Supplementary Retirement Plan for 2025/26.docx

Discuss and Approve Public Agency Retirement Services Supplementary Retirement Plan for 2025/26.pdf

Included in the Board material is an agreement with Public Agency Retirement Services (PARS) to offer a retirement incentive for eligible employees. The Board of Education adopted a resolution on October 08, 2025, to have PARS administer the program. The Supplementary Retirement Plan (SRP) would provide participating employees with a tax-qualified annuity equal to 80% of their 2025/26 base salary. The annuity is paid over five years by the district. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $47,104,935 are available in the General Fund budget. Contact person: Patrick Jensen, telephone (559) 457-6226.

4. *7:45 P.M. 101 - 405

HOLD Public Hearing to PRESENT and DISCUSS the Matter of the Endeavor Charter School Request for Material Revision

HOLD Public Hearing to PRESENT and DISCUSS the Matter of the Endeavor Charter School Request for Material Revision.docx

HOLD a Public Hearing to PRESENT and DISCUSS the Matter of the Endeavor Charter School Request for Material Revision.pdf

Included in the Board material is a copy of the Endeavor Charter School (ECS) petition. ECS has been a district authorized charter school since August 2020, and is requesting a material revision to their charter. The ECS material revision was submitted to the Fresno Unified School District on November 03, 2025, and will be presented to the Board for a decision at the second Public Hearing on January 28, 2026. The estimated fiscal impact for the approval of the material revision to Fresno Unified School District has increased from $1 million to $1.2 million in 2025/26, with projected impacts of $1.5 million in 2026/27 and $ 1.7 million in 2027/28. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

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. ADOPT Findings of Fact and Recommendations of District Administrative Board 406

Adopt Findings of Fact and Recommendations of District Administrative Board.docx

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 December 10, 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.

2. ADOPT Resolution No. 26-01, to Establish Compatibility, Uniformity and Standardization of Specific Products and Equipment for Use Throughout the District

407 - 423

Adopt Reso 26-01, Establish Compatibility, Uniformity and Standardization of Specific Products and Equipment for Use Throughout the District.docx

Adopt Reso 26-01, Establish Compatibility, Uniformity and Standardization of Specific Products and Equipment for Use Throughout the District.pdf

Included in the Board material recommended for approval is Resolution No. 26-01, to establish consistency of maintenance, conformity of design and compatibility of existing systems in construction projects. The Superintendent **recommends adoption**. Fiscal impact: Adopting the resolution results in no direct financial impact; pricing for products and equipment will be on a project-by-project basis. Contact person: Paul Idsvoog, telephone (559) 457-3134.

3. ADOPT Resolution No. 26-38, General Child Care and Development Programs Continued and Expansion Funding Application

424 - 425

Adopt Resolution No. 26-38, General Child Care and Development Programs Continued and Expansion Funding Application

Adopt Resolution No. 26-38, General Child Care and Development Programs Continued and Expansion Funding Application.pdf

Included in the Board material is Resolution No. 26-38, General Child Care and Development Programs Continued and Expansion Funding Application. Resolution No. 26-38, certifies the Board's approval to submit the Continued and Expansion Funding Application to the California Department of Social Services for General Child Care and Development Programs. The resolution also authorizes the designated representatives to sign the Continued and Expansion Funding Application and all related contract documents for the 2026/27 school year. The submission of the Continued and Expansion Funding Application is required annually to renew the contract that funds full-day infant and toddler programs. 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.

4. APPROVE Personnel List 426 - 441

Approve Personnel List.docx

Approve Personnel List.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 (559) 457-3713.

5. APPROVE Meeting Minutes 442 - 453

Approve Meeting Minutes.docx

Approve Meeting Minutes.pdf

Included in the Board materials are draft minutes of the Fresno Unified School District Board of Education from the special meeting held December 01, 2025, and the regular meeting held December 10, 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.

6. APPROVE the 2025/26 Classified Hourly Salary Schedule for Reclassification of Library Media Technician and Student Transfer Technician 454 - 464

Approve 2025/2026 Classified Hourly Salary Schedule for Reclassification of Library Media Technician and Student Transfer Technician.docx

Approve the 2025/26 Classified Hourly Salary Schedule for Reclassification of Library Media Technician and Student Transfer Technician.pdf

Included in the Board material is the 2025/26 Classified Hourly Salary Schedules for Reclassification of Library Media Technician and Student Transfer Technician. As a result of a Compensation Study conducted by Fresno Unified School District the following positions are being reclassified; Library Media Technician Elem – G24 to Library Media Technician – Elem G25, Library Media Technician Middle – G25 to Library Media Technician- Middle – G26, Library Media Technician High School – G26 to Library Media Technician-High School – G27, Student Transfer Technician – G32 to Student Transfer Technician – G33. 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.

7. APPROVE Addition to Legal Services Agreements for 2025/26 — 465 - 466

Approve Addition to Legal Services Agreements for 2025/26.docx

Approve Addition to Legal Services Agreements for 2025/26.pdf

Included in the Board material is a document listing an additional legal firm recommended for approval to provide legal services to Fresno Unified School District during the 2025/26 fiscal year. The firm's name, location, and attorney rates are also listed. The Superintendent **recommends approval.** Fiscal impact: Sufficient funds are available in the 2025/26 budget in the Unrestricted General Fund, Worker's Compensation Fund, and Liability Fund. Contact person: Patrick Jensen, telephone (559) 457-6226.

8. APPROVE Amendment No. 1 to the Agreement with Judge Rotenberg Education Center — 467 - 598

Approve Amendment to the Agreement with Judge Rotenberg Education Center.docx

Approve Amendment to the Agreement with Judge Rotenberg Education Center.pdf

Included in the Board materials is amendment No. 1 to the agreement with the Judge Rotenberg Education Center (JRC). The student's continued placement at JRC is necessary due to significant behavioral, emotional, and educational needs that require a highly structured and specialized residential program. JRC provides 24-hour supervision, intensive behavioral treatment, individualized academic instruction, and related services aligned with the student's Individualized Education Program (IEP) that cannot be met within district programs. To prevent any interruption in services and ensure full continuity of the educational and therapeutic supports required by the student's IEP, this amendment extends the placement through June 30, 2026, as detailed in the attached agreement. The Superintendent **recommends approval.** Fiscal Impact: Sufficient funds in the amount of $521,486 are available in the Special Education budget. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

9. APPROVE Amendment No. 1 to the Agreement with Origami Risk LLC — 599 - 613

Approve Amendment No. 1 to the Agreement with Origami Risk LLC.docx

Approve Amendment No. 1 to the Agreement with Origami

Risk LLC.pdf

Included in the Board material is amendment No. 1 to the agreement with Origami Risk, LLC for continued use of the Origami Risk Management Information System (RMIS) with system enhancements. Origami's RMIS is the existing claims management software used to process and report workers' compensation and general liability claims. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $397,185 are available in the Internal Service Liability budget over the three-year term. Contact person: Patrick Jensen, telephone (559) 457-6226.

10. APPROVE Amendment No. 1 to Superintendent Employment Agreement — 614 - 615

Approve Amendment No. 1 to Superintendent Employment Agreement.docx

Approve Amendment No. 1 to Superintendent Employment Agreement.pdf

Included in the Board material is Amendment No. 1 to the Superintendent Employment Agreement, which reflects the appropriate timeframes related to the Superintendent's evaluations and any subsequent salary increases. The Board President **recommends approval**. Fiscal impact: Noted in the terms of the Superintendent's employment agreement. Contact person: David Chavez, telephone (559) 457-3713.

11. APPROVE Amendment No. 2 to the Agreement with Aetna Life Insurance Company-Medicare Advantage Plan for Retirees — 616 - 815

Approve Amendment Two to the Agreement with Aetna Life Insurance Company-Medicare Advantage Plan for Retirees.docx

Approve Amendment Two to the Agreement with Aetna Life Insurance Company-Medicare Advantage Plan for Retirees.pdf

Included in the Board material is amendment two to the agreement with Aetna Life Insurance Company for a Medicare Advantage Plan for all eligible retirees. The district currently offers medical benefits coverage for eligible retirees and has two choices: Aetna and Kaiser Permanente. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $40 million are available in the Internal Health Service Fund budget. Contact person: Patrick Jensen, telephone (559) 457-6226.

12. APPROVE Renewal Agreement with Aetna Life Insurance Company-Open Choice — 816 - 899

Approve Renewal Agreement with Aetna Life Insurance Company-Open Choice.docx

Approve Renewal Agreement with Aetna Life Insurance Company-Open Choice.pdf

Included in the Board material is a renewal agreement with Aetna Life Insurance Company, Open Choice Preferred Provider Organization (PPO) plan for dependents of our Medicare retirees who are not Medicare eligible or not enrolled in Medicare. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $5.7 million are available in the Internal Health Service Fund budget. Contact person: Patrick Jensen, telephone (559) 457-6226.

13. APPROVE Renewal Agreement with Kaiser Permanente — 900 - 952

Approve Renewal Agreement Kaiser Permanente.docx

Approve Renewal Agreement Kaiser Permanente.pdf

Included in the Board material is a renewal agreement with Kaiser Permanente to provide medical services for benefit-eligible employees and retirees. Kaiser is one of two medical networks under which district employees and retirees access medical care. The district has offered medical benefits coverage through Kaiser Permanente since April 01, 2012. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $25 million are available in the Internal Health Service Fund budget. Contact person: Patrick Jensen, telephone (559) 457-6226.

14. APPROVE Renewal Agreement with SimpleMSK — 953 - 992

Approve Renewal Agreement with SimpleMSK.docx

Approve Renewal Agreement with SimpleMSK.pdf

Included in the Board material is a renewal agreement with SimpleMSK (formerly known as PhysMetrics) to administer chiropractic, acupuncture and virtual musculoskeletal health services for benefit-eligible employees and retirees. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $320,000 are available in the Internal Health Service Fund budget. Contact person: Patrick Jensen, telephone (559) 457-6226.

15. APPROVE Renewal Agreement with United Healthcare 993 - 1008

Approve Renewal Agreement with United Healthcare.docx

Approve Renewal Agreement with United Healthcare.pdf

Included in the Board material is a renewal agreement with United Healthcare, which provides fully insured HMO dental services on behalf of benefit-eligible employees and retirees. United Healthcare is one of two dental networks under which district employees and retirees access dental care, the other being Delta Dental. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $657,000 are available in the Health Service Fund budget. Contact person: Patrick Jensen, telephone (559) 457-6226.

16. APPROVE Award of Bid 26-26, Internet Service Provider 1009 - 1010

Approve Award of Bid 26-26, Internet Service Provider.docx

Included in the Board material is information on Bid 26-26, to establish a five-year contract for internet service to provide a connection between the internet and the district via the Education Center. Staff recommend the award to the lowest responsive, responsible bidder: Fresno County Superintendent of Schools (Fresno, California) for an amount not to exceed $31,000. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $31,000 are available in the Information Technology budget. Contact person: Tami Lundberg, telephone (559) 457-3560.

17. APPROVE Award of Request for Proposal for Bid 26-25, Network Equipment for Internal Connections 1011

Approve Award of RFP for Bid 26-25, Network Equipment for Internal Connections.docx

Included in the Board material is information on Request for Proposal (RFP) 26-25, to replace and/or upgrade network equipment across school sites and facilities. Staff recommend the award to the lowest responsive, responsible bidder: Development Group, Inc., (Redding, CA) $3,406,337. The Superintendent **recommends approval**. Fiscal impact: E-Rate Eligible equipment and services is expected to be $3,406,337. The district's portion at 15% of the E-Rate Eligible equipment is expected to be $510,951. Sufficient funds in the amount of $510,951 are available in the Information Technology E-Rate budget. Contact person: Tami Lundberg, telephone (559) 457-3560.

18. RATIFY Agreement for Joint Apprenticeship Training Fund - CA Fire Fighters 1012 - 1049

Ratify Agreement for Joint Apprenticeship Training Fund - CA Fire Fighters

Ratify Agreement for Joint Apprenticeship Training Fund - CA Fire Fighters.pdf

Included in the Board material is a ratified agreement for the CA Fire Fighter Joint Apprenticeship. The California Community Colleges Chancellor's Office released an update that includes Joint Apprenticeship Award funding for Local Educational Agencies receiving Related and Supplemental Instruction. The agreement with the CA Fire Fighter Joint Apprenticeship was originally approved with the June bundle contracts in the amount of $1,537,224. The new allocation is $1,601,743 for 172,453 RSI hours. The Superintendent **recommends ratification**. Fiscal impact: Sufficient funds in the amount of $1,601,743 are available in the Apprenticeship Program budget. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

19. RATIFY Agreement for Joint Apprenticeship Training Fund – Fresno Electrical Joint Apprentice and Training Committee 1050 - 1084

Ratify Agreement for Joint Apprenticeship Training Fund – Fresno Electrical Joint Apprentice and Training Committee.docx

Ratify Agreement for Joint Apprenticeship Training Fund - Fresno Electrical Joint Apprentice and Training Committee.pdf

Included in the Board material is a ratified agreement for the Fresno Electrical Joint Apprenticeship and Training Committee. The California Community Colleges Chancellor's Office released an update that includes Joint Apprenticeship Award funding for Local Educational Agencies (LEA) receiving Related and Supplemental Instruction (RSI). The agreement with Fresno Electrical Joint Apprenticeship and Training Committee was originally approved with the June bundle contracts in the amount of $158,029. The new allocation is $187,662 for 22,176 RSI hours. The Superintendent **recommends ratification**. Fiscal impact: Sufficient funds in the amount of $187,662 are available in the Apprenticeship Program budget. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

20. RATIFY 21st Century Community Learning Centers Supplemental Funding Grant Application 1085 - 1116

Ratify 21st Century Community Learning Centers Supplemental Funding Grant Application

Ratify 21st Century Community Learning Centers Supplemental Funding Grant Application-Elm.pdf

Ratify 21st Century Community Learning Centers Supplemental Funding Grant Application-HS.pdf

Included in the Board material is the 21st Century Community Learning Centers (21st CCLC) Supplemental Funding Grant Applications submitted by the Expanded Learning Department for one-time funding through the California Department of Education (CDE). The department is seeking to secure up to $11.9 million in supplemental funding to enhance and expand services currently offered at 81 elementary and five high schools. 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.

21. RATIFY Change Orders 1117 - 1194

Ratify Change Orders.docx

Ratify Change Orders.pdf

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

- Bid 23-02, Edison High School Career Technical Education Building and Interim Housing
- Bid 24-35, Roosevelt High School Administration Building, Library, West Hall, and Theater Modernization
- Bid 24-56, Fresno High School Auxiliary Gym and Site Improvements
- Bid 24-80, Figarden Elementary School Multipurpose Room Roof Replacement
- Bid 25-08, Starr Elementary School Heating, Ventilation, Air Conditioning and Energy Management System Replacement
- Bid 25-15 Sections A and B, Intrusion Security Upgrades Phase 3
- Bid 25-36 Sections A and D, Exterior Painting at Edison Bethune Charter Academy and Tehipite Middle School
- Bid 25-38, Ahwahnee Middle School Walk-In Freezer Replacement
- Bid 25-47, Yosemite Middle School Administration Building

Modernization

- Bid 25-48, Heating Ventilation and Air Conditioning Improvement at Various Sites
- Bid 25-49, Ericson Elementary School Energy Management System Replacement
- Bid 25-53, Sequoia Middle School Dance Room HVAC Replacement
- Bid 25-58, Section B, Fencing and ADA Improvements at Muir Elementary School

The Superintendent **recommends ratification**. Fiscal impact: Sufficient funds in the amount of $630,274 are available in the Measure M Fund for Bids 23-02, 24-35, 24-80, 25-08, 25-15, 25-36, 25-47, 25-48, 25-49, 25-53, and 25-58, $354,119 is available in the Measure M and Q Savings Fund for Bid 24-56, and $2,200 will be credited to the Kitchen Infrastructure Training Fund for Bid 25-38. Contact person: Paul Idsvoog, telephone (559) 457-3134.

22. RATIFY the Filing of Notices of Completion 1195 - 1201

Ratify Filing of Notices of Completion.docx

Ratify Filing of Notices of Completion.pdf

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

- Bid 24-80, Figarden Elementary School Multipurpose Room Roof Replacement
- Bid 25-12, Sunnyside High School Chiller Replacements
- Bid 25-36 Sections A and D, Exterior Painting at Edison Bethune Charter Academy and Tehipite Middle School
- Bid 25-58 Section B, Fencing and ADA Improvements at Muir Elementary School
- Bid 25-61, Bullard High School Shade Structure Installation

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

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, JANUARY 14, 2026

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: RECEIVE

TITLE AND SUBJECT: Receive Proposed Revisions for Board Bylaws

ITEM DESCRIPTION: Included in the Board material are proposed revisions for ten Board Bylaws (BB) and two Exhibits (E) as follows:

1. E 9000 Role of the Board (NEW)
2. BB 9005 Governance Standards
3. BB 9010 Public Statements
4. BB 9011 Disclosure of Confidential/Privileged Information
5. BB 9012 Board Member Electronic Communications
6. BB 9250 Remuneration, Reimbursement, and Other Benefits
7. BB 9315 Board Policy Waivers
8. BB 9320 Meetings and Notices
9. BB 9320.1 Board Workshops
10. BB 9323.2 Actions by the Board
11. E 9323.2 Actions Requiring a Super Majority Vote
12. BB 9323.3 Complaints Concerning Board Members

These revisions are in alignment with Student Outcomes Focused Governance and best practices. The items will be brought back for approval at a future Board meeting.

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

COLOR CODES FOR THE REVISION OF BOARD POLICIES/ADMINISTRATIVE REGULATIONS

YELLOW HIGHLIGHT: CSBA Recommended Language

- ✓ CSBA Sample Policy content language (yellow highlight)
- ✓ CSBA recommended cross-references to other Board Policies and Administrative Regulations are highlighted in yellow

PEACH FONT: Subcommittee Recommendation

- ✓ When FUSD's subcommittee from a department or work group is working on revisions, the peach font is used to show the current practice in the District; thus, different from the CSBA recommended language

GRAY HIGHLIGHT: New FUSD Policy CSBA Recommended Language

- ✓ This means that the policy does not currently exist; however, CSBA has recommended

GREEN FONT: Legal Mandate/Legal Reference Change

- ✓ This refers to the actual reference such as the Education Code Number or any other legal reference, such as USC 1761 or CFR 210.10, etc.
- ✓ When the actual language of the legal reference is imbedded in the content; green font is used as well
- ✓ New legal references recommended by CSBA are in **green font** and highlighted in yellow
- ✓ CDE/FPM/Legal language required are in **green font** and underlined

BLUE FONT: Clarification or Readability

- ✓ Blue font is used when the concept remains the same, but the actual words or the sequence of words, phrases, or sentences is changed to clarify or enhance comprehension. Usually, blue font is not highlighted
- ✓ When CSBA recommends change of placement of already existing approved language in the policy; use **blue font**
- ✓ Legal Counsel's recommendation **blue font**

PURPLE FONT: Information Change

- ✓ For example, such as the Revision date at the end of the BP/AR, or any dates/titles changes

~~**RED STRIKEOUT:**~~ Recommended Deletion

- ✓ Red strikeout should be highlighted in yellow when CSBA has recommended the change
- ✓ No Yellow when the subcommittee made the recommendation to strikeout

DRAFT

Fresno Unified Exhibit (E) 9000
Role of the Board

Definition

A "major decision" is defined as one that significantly influences the district's direction, resource allocation, and accountability to the community.

Major decisions for school boards typically include adopting policy and goals, approving the budget, hiring the superintendent, approving curriculum, and addressing major facilities or safety issues. These actions guide the district's direction, finances, and overall operation to ensure they align with community goals for student achievement. Examples include:

1. Policy Changes/Goals: Enacting or modifying district policies related to student discipline, teacher evaluations, or school safety. Decisions on how to involve parents, students, and the broader community in decision-making processes, especially in controversial matters.
2. Budget Allocation: Making decisions about how to allocate substantial financial resources, including funding for facilities, teacher salaries, and student services. Examples: LCAP Process
3. Hiring the Superintendent: Selecting the district's leader
4. Adoptions of New Curriculum/District Wide Technology: Deciding on the implementation of new educational programs, textbooks, or standards that affect all students across the district.
5. Facility Construction or Renovation: Approving large-scale projects, such as building new schools, renovating existing facilities, or addressing district-wide infrastructure needs.
6. Safety: Implementing significant districtwide safety of security policies

Criteria for Community Input

In alignment with the Board's adopted guardrail, when a major decision is anticipated to impact more than twenty-five (25%) of any affected group, the district shall gather community input. Examples of affected groups may include, but are not limited to elementary families, 7th grade sports, high school science teachers, etc. Quantitative methods, such as surveys, data analysis, community meetings, focus groups, advisory committees, will be used to assess and understand the potential impact.

While transparency and community input are core principles of school board governance, the board may deviate from standard input processes when legally required or when immediate action is necessary.

Exceptions

The board may bypass the usual community input process in limited circumstances:

- Legal and Confidential Matters:
  - Negotiations, student privacy issues, legal and litigation matters, personnel and employment issues
- Emergency Situations:
  - Threats to public safety, disruptions to school operations or facilities, health emergencies, environmental or natural disasters

Exhibit FRESNO UNIFIED SCHOOL DISTRICT
adopted: ___, 2026 Fresno, California

Policy Section: 9000 Bylaws

DRAFT

Fresno Unified Board Bylaw (BB) 9005
Governance Standards

The primary responsibility of the Board of Education is to act in the best interests of every student in the District. The Board is also committed to representing parents, guardians, employees, and members of the community. The Board will comply with laws pertaining to public education and established Policies of the District. To maximize Board effectiveness and public confidence in District governance, Board members shall govern responsibly and hold themselves to the highest standards of ethical conduct.

(cf. 9000 - Role of the Board) (cf. 9270 - Conflict of Interest)

The Board expects its members to **collaborate** ~~work~~ with each other and **with** the Superintendent **to advance its adopted goals and guardrails, guided by the principles of Student Outcomes Focused Governance (SOFG) while** ~~to~~ ensur**eing** that **every student receives** a high-quality education ~~is provided to each student~~. Each individual Board member shall:

1. Keep learning and achievement for all students as the primary focus.

2. Value, support, and advocate for public education.

(cf. 9010 - Public Statements)

3. Recognize and respect differences of perspective and style on the Board and among staff, students, parents, and the community.

~~4.~~ **Act with dignity**, and understand the implications of demeanor and behavior. ~~Board members shall assume collective responsibility for building unity and creating a positive organizational culture. To govern effectively, the Board shall have a unity of purpose, and act with dignity.~~

5. Keep confidential matters confidential.

(cf. 9011 - Disclosure of Confidential/Privileged Information)

6. Participate in professional development and commit the time and energy necessary to be an informed and effective leader.

(cf. 9240 - Board Development)

7. Understand the distinctions between Board and staff roles, and refrain from performing management functions that are the responsibility of the Superintendent and staff.

(cf. 2122 - Superintendent of Schools: Responsibilities and Duties)

8. Understand that authority rests with the Board as a whole and not with individual Board members.

(cf. 9200 - Members)

9. Refrain from rude or abusive conduct, personal attacks, or verbal attacks upon the character or motives of other Board members, District employees, or members of the public.

10. Comply with all applicable laws, Board-adopted Policies and procedures, and Board Bylaws.

Board members also ~~shall~~ assume collective responsibility for building unity and creating a positive organizational culture.

To operate effectively, the Board shall have a unity of purpose and:

1. Keep the District focused on learning and achievement for all students.

2. Communicate a common vision.

(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 0200 - Goals for the School District)

3. Operate openly, with trust and integrity.

4. Govern in a dignified and professional manner, treating everyone with civility and respect.

5. Govern within all applicable laws and Board-adopted Policies and procedures, including Board Bylaws.

(cf. 9311 - Board Policies)
(cf. 9312 - Board Bylaws)

6. Take collective responsibility for the Board's performance.

7. Periodically evaluate its own effectiveness.

(cf. 9400 - Board Self-Evaluation)

8. Ensure opportunities for the diverse range of views in the community to inform Board deliberations.

(cf. 1220 - Citizen Advisory Committees)
(cf. 9323 - Meeting Conduct)

9. Maintain accountability through oversight and monitoring.

In order to maintain effective management and clarity of roles, individual Board members shall interact with District administration as follows:

1. Board members shall direct questions or requests for information to the Superintendent, Chief of Staff, or Designee. The requested information will be provided within 10 business days, absent of unforeseen circumstances. If the request is unable to be completed within the 10 business days, the Superintendent or Designee will communicate the need for additional time and rational. If substantial staff time will be required to complete a particular project/task, the superintendent may bring the request to the board for discussion/approval to determine if time should be spent acting upon the Board member's request.

2. In recognition of the time constraints on the Superintendent, Board members acknowledge that the Superintendent will endeavor to equitably divide time among Board members. The Superintendent will be available to individual Board members at a minimum for monthly meetings. Board members will schedule meetings, in advance, to the maximum extent feasible. Except for limited emergency situations, Board members will avoid unscheduled drop-in meetings.

No individual meetings shall violate the Brown Act. The Board acknowledges that a discussion or decision outside of a scheduled Board meeting could result in a violation of the Brown Act.

3. Board members may not unilaterally schedule meetings purporting to represent the District in violation of generally accepted Board practices and policies. Board members shall not unilaterally attend internal staff meetings or meetings between administration and third parties unless invited by District or site administration,

or authorized by the superintendent or by action of the Board.

4. When visiting a program or school site during school hours, Board members shall sign-in as a visitor and identify themselves as a Board member.

~~*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** ~~Power of governing board to adopt~~ rules ~~for its own governance~~
35160 ~~Board a~~Authority **of governing boards** ~~to act in any manner not conflicting with law~~
35164 Actions by majority vote
GOVERNMENT CODE
1090 Financial interest in contract
1098 Disclosure of confidential information
~~1125-1129 Incompatible activities~~
54950-54963 **The** Ralph M. Brown Act
87300-87313 Conflict of interest code
Management Resources: CSBA PUBLICATIONS
CSBA Professional Governance Standards~~, 2000~~
~~Maximizing School Board Leadership: Boardsmanship, 1996~~
~~WEB SITES~~
~~CSBA: www.csba.org~~

Bylaw FRESNO UNIFIED SCHOOL DISTRICT
adopted: November 14, 2001 Fresno, California
Revised: October 2, 2019
Revised: March 9, 2023
Revised: _____, 2026

Policy Section: 9000 Board Bylaws

DRAFT

Fresno Unified Board Bylaw (BB) 9010
Public Statements

The Governing Board recognizes the responsibility of Board members in their role as community leaders to participate in public discourse on matters of civic or community interest, including those involving the district, and their right to freely express their personal views. Board members are expected to respect the authority of the Board to choose its representatives to communicate its positions and to abide by established protocols.

All public statements authorized to be made on behalf of the Governing Board shall be made by the Board president or, if appropriate, by the Superintendent or, with respect to a specific issue or topic, other representative as designeeated by ~~at the direction of~~ the Board president. No individual Board member shall make public statements in the name of the Board.

(cf. 2110 – Superintendent Responsibilities and Duties)
(cf. 9121 – President)
(cf. 9200 – Limits of Board Member Authority

When speaking for the district, the Board encourages its spokespersons to exercise restraint and tact and to communicate the message in a manner that promotes public confidence in the Board's leadership.

No Board member shall disclose confidential information or information received in closed session except when authorized by a majority of the Board. Except or as specified in Government Code 54963 (e) 1-3.

(cf. 9005 – Governance Standards)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

Statements by Individual Board Members

When speaking to community groups, members of the public, or the media, individual Board members should recognize that their statements may be perceived as reflecting the views and positions of the Board. Board members have a responsibility to identify when a ~~personal~~ viewpoint~~s~~ is held by an individual Board member rather than the Board as a whole. For example, a Board member may include a disclaimer on the Board member's personal social media account that the Board member is expressing personal viewpoints ~~as such~~ and not ~~as the viewpoint~~ those of the Board or the district.

(cf. 1100 – Communications with the Public)
(cf. 1112 – Media Relations)

In addition, the Board members who opt to express their opinions on district matters, whether in-person or online, ~~encourages members who participate~~ on social networking sites, blogs, or other discussions or informational sites to conduct themselves in a respectful, courteous, and professional manner and to model good behavior for district students and the community. Such electronic communications are subject to the same standards and protocols established for other forms of communication, and the disclosure requirement of the California Public Records Act may likewise apply to them.

(cf. 1113 – District and School Web Sites)
(cf. 1114 – District-Sponsored Social Media)
(cf. 1340 – Access to District Records)
(cf. 9012 – Board Member Electronic Communications)

~~*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
35010 Control of district; prescription and enforcement of rules

GOVERNMENT CODE
7920.000-7930.170 ~~**6250-6270**~~ California Public Records Act
54960 Actions to stop or prevent violation of meeting provisions
54963 Confidential information in closed session
Court Decision
Lindke v. Freed (2024) 601 U.S. 187

Bylaw FRESNO UNIFIED SCHOOL DISTRICT
adopted: September 26, 1991 Fresno, California
reviewed: January 12, 2000
revised: June 1, 2016
revised: ___, 2026

Policy Section: 9000 Board Bylaws

DRAFT

Fresno Unified Board Bylaw (BB) 9011
Disclosure Of Confidential/Privileged Information

The Governing Board recognized the importance of maintaining the confidentiality of information acquired as part of a Board member's official duties. Confidential/privileged information shall be released only to the extent authorized by law.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9010 - Public Statements)

Disclosure of Closed Session Information

A Board member shall not disclose confidential information acquired during a closed session to ~~a~~ **any** person**, except as authorized by law, this Bylaw or** ~~not entitled to receive such information,~~ unless a majority of the Board has authorized its disclosure. (Government Code 54963)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)

Confidential information **means any information that is prohibited from disclosure by law, this Bylaw or other Board bylaws or policies, or by the Board at the time disclosed and is not a public record subject to disclosure under the California Public Records Act (CPRA). Confidential information includes, but is not limited to, any of the following:**

1. Information acquired by being present in a closed session that is specifically related to the basis for the Board to meet lawfully in closed session (Government Code 54963)
2. Information acquired in anticipation of a closed session, or as follow-up to a closed session, that is specifically related to the basis for the Board to meet lawfully in closed session
3. Information contained in communications provided to Board members from the district's attorney
4. Information deemed confidential by the Board

Confidential information does not include information that is already publicly disclosed, provided that the initial disclosure did not violate law, this Bylaw, or other Board bylaws or policies.

It is a misdemeanor for any Board member to willfully and knowingly use or disclose for pecuniary gain any information acquired in the course of the Board member's official duties where all of the following conditions are met: (Government Code 1098)

1. The information is not a public record subject to disclosure under the CPRA
2. The information is prohibited from disclosure by law, this Bylaw, or other Board bylaws or policies
3. The information will have, or could reasonably be expected to have, a material financial effect on the Board member if used or disclosed

If a Board member threatens to disclose or does disclose confidential information, the Board may pursue or enact one or more of the following actions as it deems appropriate: (Government Code 54963)

1. Injunctive relief to prevent disclosure

2. Referral to the grand jury

3. Censure or other disciplinary action, provided the Board member has received training or been informed of the requirements of this Bylaw

However, t~~T~~he Board shall not take any action against **a Board Member** ~~any person~~ for disclosing confidential information, nor shall the disclosure be considered a violation of **this Bylaw** ~~the law or Board policy~~, when the **Board member does any of the following** ~~person is~~: (Government Code **1098,** 54963)

1. Making a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of law, including disclosing facts necessary to establish the illegality or potential illegality of a Board action that has been the subject of deliberation during a closed session

2. Express**es**~~ing~~ an opinion concerning the propriety or legality of Board action in closed session, including disclosure of the nature and extent of the illegal or potentially illegal action

3. Disclos**es**~~ing~~ information **to law enforcement officials or to the joint legislative audit committee when reporting on improper governmental activities in accordance with law** ~~that is not confidential during a closed session, unless a majority of the Board has authorized the disclosure and lists the remedies that may be pursued if such a disclosure occurs~~.

~~A Board member shall not disclose, for pecuniary gain, confidential information acquired in the course of his/her official duties. Confidential information includes information that is not a public record subject to disclosure under the Public Records Act, information that by law may not be disclosed, or information that may have a material financial effect on the Board member. (Government Code 1098)~~

~~*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*~~
~~*(cf. 5125 - Student Records)*~~

~~Disclosures excepted from this prohibition are those made to law enforcement officials or to the joint legislative audit committee when reporting on improper governmental activities. (Government Code 1098)~~

Legal Reference:
EDUCATION CODE
35010 **Control of district; prescription and enforcement of rules** ~~Power of governing board to adopt rules for its own governance~~
35146 Closed session**s regarding suspensions**
EVIDENCE CODE
1040 Privilege for official information
GOVERNMENT CODE
1098 **Disclosure of** ~~Public officials and employees re~~ confidential information
3549.1 Meeting and negotiating in public educational employment
~~6250-6270 Inspection of public records~~
54950-54963 **The Ralph M.** Brown Act~~, especially:~~
54956.8 Open meeting laws
54956.9 Closed meeting for pending litigation
54957 **Complaints against employee's: right to open session** ~~Closed session; "employee" defined; exclusion of witnesses~~
54957.1 Subsequent public report and rollcall vote; employee matters in closed session
54957.5 Public records
54957.6 Closed session; representatives with employee organization
54957.7 Reasons for closed session
54963 **Unauthorized disclosure of c**~~C~~onfidential information ~~in closed session~~
7900.000-7930.170 California Public Records Act
ATTORNEY GENERAL OPINIONS
80 Ops.Cal.Atty.Gen. 231 (1997)
~~Management Resources:~~
~~CSBA PUBLICATIONS~~
~~Professional Governance Standards, November 2000 Maximizing School Board Leadership, 1996~~
~~WEB SITES~~

~~CSBA: http://www.csba.org~~

Bylaw FRESNO UNIFIED SCHOOL DISTRICT
adopted: September 26, 1991 Fresno, California
revised: January 12, 2000
revised: August 27, 2003
revised: ___, 2026

Policy Section: 9000 Board Bylaws

DRAFT

Fresno Unified Board Bylaw (BB) 9012
Board Member Electronic Communications

The Governing Board recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the district and with members of the public. Board members shall exercise caution ~~so as~~ to ensure **compliance with the Brown Act, the Public Records Act, and other applicable laws**. ~~that~~ e**E**lectronic communications ~~are~~ **shall** not **be** used as a means for the Board to deliberate outside of an agendized Board meeting, circumvent the public's right to access records regarding district business, or restrict access to a public forum.

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

(cf. 9320 - Meetings and Notices)

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

Board members may engage in separate conversations or communications with members of the public on a social media platform to answer questions, provide information, or solicit information regarding a matter that is within the subject matter jurisdiction of the Board, as long as a majority of the Board does not use the platform to discuss among themselves any business of a specific nature that is within the subject matter jurisdiction of the Board. **Additionally,** ~~A~~ Board member **s are** ~~is~~ prohibited from ~~responding directly to any communication from other Board members regarding matters that are within the subject matter jurisdiction of the Board or~~ using digital icons (e.g., "likes" or emojis) to express reactions to communications made by other Board members **regarding matters within the subject matter jurisdiction of the Board**. (Government Code 54952.2)

Whenever a Board member uses a social media platform to communicate with the public about district business or Board activities, the Board member shall not block access to a member of the public based on the viewpoint expressed by that individual.

~~Board members may use electronic communications to discuss matters that do not pertain to district business, regardless of the number of Board members participating in the discussion.~~

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that the response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the media shall be forwarded to the designated district spokesperson.

(cf. 9100 – Public Statements)

To the extent possible, electronic communications regarding any district-related business shall be transmitted through a district-provided device or account. When any such communication is transmitted through a Board member's personal device or account, the Board member shall copy the communication to a

district electronic storage device for easy retrieval.

This Bylaw does not apply to Board member electronic communications not related to district business or not conducted by a Board member in the Board member's official capacity.

~~*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
35140 Time and place of meetings
35145 Public meetings
35145.5 Agenda; public participation; regulations
35147 Open meeting law exceptions
GOVERNMENT CODE
7920.000-7930.170 California Public Records Act
11135 Prohibition of discrimination
54950-54963 The Ralph M. Brown Act
54952.2 Meeting, defined
54953 Meetings to be open and public; attendance
54954.2 Agenda posting requirements, board actions
COURT DECISIONS
Knight First Amendment Institute at Columbia University v. Trump, (2019) 928 F.3d 226
Garnier v. Poway Unified School District, (S.D. Cal. September 26, 2019) No. 17-cv-2215-W (JLB), 2019 WL 4736208
City of San Jose v. Superior Court (2017) 2 Cal.5th 608

Bylaw FRESNO UNIFIED SCHOOL DISTRICT
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revised: May 24, 2023
revised: ___, 2026

Policy Section: 9000 Bylaws

DRAFT

Fresno Unified Board Bylaw (BB) 9250 Remuneration, Reimbursement And Other Benefits

Compensation

Each member of the Governing Board may receive the monthly compensation as provided for in Education Code 35120.

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. (Education code 35120)

Board members are not required to accept payment for meetings attended.

Any member who does not attend all Board meetings during the month, is eligible to receive only a percentage of the monthly compensation equal to the percentage of meetings they attended, unless otherwise authorized by the Board in accordance with law. (Education Code 35120)

A member may be compensated for meetings they missed when the Board, by resolution, finds that they were performing designated duties for the district at the time of the meeting or that they were absent because of illness, jury duty or a hardship deemed acceptable by the Board (Education code 35120)

The governing board of a school district may award a pupil member either or both of the following:
(1) Elective course credit based on the number of equivalent daily instructional minutes for the pupil member's services provided.
(2) Financial compensation as determined by the governing board.

As used in this section, the following definitions apply:
(1) "Pupil member" means a pupil board member appointed pursuant to subdivision (d) of Section 35012.
(2) "Regular member" means a board member elected or selected pursuant to subdivisions (a) to (c), inclusive, of Section 35012.

In addition to pupil board members, alternate pupil board members who are elected to serve as alternates when the pupil member is not able to do so, may also be considered to receive either or both elective course credit based on the number of equivalent daily instructional minutes and/or financial compensation as determined by the governing board.

(cf. 9150-Student Board Members)

Whenever a quorum of Board members serves as another legislative body which will meet simultaneously or in serial order to a Board meeting, the Board clerk or a member of the Board shall verbally announce the amount of any additional compensation or stipend that each member will be entitled to receive as a result of convening the simultaneous or serial meeting. (Government Code 54952.3)

Reimbursement of Expenses

Board members shall be reimbursed for actual and necessary expenses incurred when performing authorized services for the district. Expenses for travel or other authorized purposes, as directed by the Board, shall be reimbursed in accordance with policies established for district personnel and at the

same rate of reimbursement. (Education Code 35044)

(cf. 1160- Political Processes)
(cf. 3100 – Budget)
(cf. 3350- Travel Expenses)
(cf. 3513.1 Cellular Phone Reimbursement)

Authorized purposes may include, but are not limited to, attendance at educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the district's interests; attendance at district or community events; and meetings with state or federal officials on issues of community concern.

The Board President is authorized to approve attendance at conferences or meetings and other travel for members of the Board. The clerk of the Board shall approve conference and other travel of the Board president. An annual information report shall be provided to each Board member showing the year-to-date travel expenses incurred by each of the above-named officials.

(cf. 4133.1 – Travel Reimbursement)

Each Board member shall receive an annual travel allocation. Board members who serve as Board appointed delegates may receive an additional allocation to support their attendance and participation at mandatory meetings/conferences.

Personal expenses shall be the responsibility of individual Board members. Personal expenses include, but are not limited to, the personal portion of any trip, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on district-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while on district business.

Before the expense is incurred, any questions regarding the propriety of a particular type of expense should be resolved by the Superintendent or designee.

Health and Welfare Benefits for Current Board Members

Health and welfare benefits for Board members shall be no greater than those received by district non-safety employees with the most generous schedule of benefits. (Government Code 53208.5)

The district shall pay the premiums required for Board members electing to participate in the district health and welfare benefits program to the same extent that it pays for district employees.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouses/registered domestic partner and to their eligible dependent children as specified in law and the health plan.

(cf. 4154/4254/4354 - Health and Welfare Benefits)

Health and Welfare Benefits for Former Board Members

Former Board members may participate in the health and welfare benefits program provided for district employees under the conditions specified below.

Health and welfare benefits for former Board members shall be no greater than those received by district non-safety employees with the most generous schedule of benefits. (Government Code 53208.5)

Any former Board member leaving the Board after at least one term of office may participate in the health and welfare benefits program at their own expense if coverage is in effect at the time of retirement. (Government Code 53201)

Health and welfare benefits provided to a former Board member shall be extended, at their expense and at the same level, to their spouse/registered domestic partner and eligible dependent children as specified in law and the health plan.

Legal Reference:
EDUCATION CODE
33050-33053 General waiver authority
33362-33363 Reimbursement of expenses for attendance at workshops
35012 Board members; number, election and term
35044 Payment of traveling expenses of representatives of board
35120 Compensation services as member of governing board
35172 Promotional activities
44038 Cash deposits for transportation purchased on credit
FAMILY CODE
297-297.5 Rights, protections and benefits under law; registered domestic partners
GOVERNMENT CODE
8314 Use of public resources
20322 Elective officers; election to become member
20420-20445 Membership in Public Employees' Retirement System; definition of safety employees
53200-53209 Group insurance
54952.3 Simultaneous or serial meetings; announcement of compensation
HEALTH AND SAFETY CODE
1373 Health services plan, coverage for dependent children
INSURANCE CODE
10277-10278 Group and individual health insurance, coverage for dependent children
UNITED STATES CODE, TITLE 26
403(b) Tax-sheltered annuities
UNITED STATES CODE, TITLE 42
18011 Right to maintain existing health coverage
CODE OF FEDERAL REGULATIONS, TITLE 26
1.403(b)-2 Tax-sheltered annuities, definition of employee
COURT DECISIONS
Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598
Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578
ATTORNEY GENERAL OPINIONS
91 Ops.Cal.Atty.Gen 37 (2008)
83 Ops.Cal.Atty.Gen. 124 (2000) Management Resources:
WEB SITES
CSBA: http://www.csba.org
Public Employees' Retirement System: http://www.calpers.ca.gov

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revised: May 22, 2024
revised: ____, 2026

Policy Section: 9000 Bylaws

DRAFT

Fresno Unified Board Bylaw (BB) 9315
Board Policy Waivers

It is the objective of the district to encourage initiative and innovation at the work site through site-based decision making **that directly supports the Board's commitment on its adopted goals and guardrails, guided by the principals of Student Outcomes Focused Governance (SOFG).** To promote and achieve this objective the district recognizes that proposals may be generated which conflict with Board policy. In the event of such conflict, a waiver of Board policy may be warranted.

The following waiver process is intended to provide the necessary flexibility for site-based decision making and at the same time protect the integrity of Board policy.

In the event of conflict with Board policy, the district may agree to waive specific provisions of Board policy. Upon concurrence of the Trustees, Board Policy Waivers shall be attached to the Board policy waived for a specific period of time and shall be applied only to the specific work site named in the waiver.

The enactment of this policy does not and should not be construed as creating or otherwise establishing any precedent whatsoever. In addition, the Board of Trustees reserves its right and authority to modify or eliminate this policy at any time in its absolute discretion.

Waiver Procedures

1. A waiver request of Board policy is to be initiated by petition, signed by at least 50 percent of the school site staff and submitted to the Superintendent of Schools. The petition must clearly identify which Board policy(ies) is/are petitioned for waiver.
2. Upon certification of the required 50 percent of the school staff, the waiver request shall be submitted to the Board of Trustees.
3. A waiver of Board policy shall require a majority vote of the full Board of Trustees.
4. A waiver may be renewed by following the procedures herein.

Bylaw FRESNO UNIFIED SCHOOL DISTRICT
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reviewed: January 12, 2000
revised: ____, 2026

Policy Section: 9000 Board Bylaws

DRAFT

Fresno Unified Board Bylaw (BB) 9320
Meetings And Notices

Meetings of the Governing Board are conducted for the purpose of accomplishing district business.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location as permitted by Government Code 54953, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board. (Government Code 54952.2)

In accordance with applicable open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide the opportunity for members of the public to directly address the Board. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)
(cf. 9322 - Agenda/Meeting Materials)
(cf. 9323 - Meeting Conduct)

In accordance with law and as specified in Board Bylaw 9012 – Board Member Electronic Communications, a majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, the Superintendent or designee may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

Location of Meetings

All meetings, regardless of location, shall comply with the applicable notice and open meeting requirements. Additionally, no such meeting may be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135, which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

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

Unless the Board is holding a teleconference meeting during a proclaimed state of emergency, all meetings shall be held within district boundaries, except to do any of the following (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice

required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on non-adversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items # 1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act **(ADA)**. Any doubt about a request for accommodation shall be resolved in favor of accessibility. Notice of the procedure for receiving and resolving such requests for accommodation shall be given in each instance in which notice of the time of a meeting is otherwise given or the agenda for the meeting is otherwise posted. (Government Code 54953, 54953.2, 54954.1, 54954.2)

In compliance with ADA, 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 (559) 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 accommodation, auxiliary aids or services.

Meeting notices and agendas shall specify that individuals who require special accommodation, including but not limited to an American sign language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent or designee at least two days before the meeting date.

If a fire, flood, earthquake or other emergency renders the posted regular or special meeting location unsafe and the deadline for posting the location has passed, the meeting shall be held at a location designated by the Board president or designee, who shall so inform, by the most rapid available means of communication, all news media who have requested notice of meetings pursuant to Government Code 54956 by the most rapid available means of communication.

Regular Meetings

The Board shall adopt a schedule specifying the date, time and place of its regular meetings. (Education Code 35140)

The Board shall hold two regular meetings on the second and fourth Wednesdays of each month, unless posted otherwise. Regular meetings shall be held at 5:30 p.m. at the Education Center unless

posted otherwise.

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, and on the district's Internet web site. (Government Code 54954.2)

(cf. 1113 - District and School Web Sites)

Consistent with Government Code 54957.5 and Board Bylaw 9322 – Agenda/Meeting Materials, Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. The records shall be posted on the district web site at the time the materials are distributed to all or a majority of the Board if distributed outside of business hours. (Government Code 54957.5)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members on any topic within the subject matter jurisdiction of the Board unless otherwise prohibited by law or as specified in BB 9323.2 – Actions by the Board. (Government Code 54956)

However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, deputy superintendent, associate superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956).

(cf. 2121 - Superintendent's Contract)

At least 24 hours before the time of the meeting, written notice of special meetings shall be delivered personally or by any other means to all Board members, and the local media who have requested such notice in writing. The notice shall also be posted on the district's web site, and at least 24 hours before the time of the meeting, in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144, Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Public notice shall be given at least 72 hours' before any retreats, study sessions or training sessions held by the Board. All such meetings shall be held within district boundaries and action items shall not be included.

Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government code 54956.5)

The Board may meet in closed session during emergency meetings so long as two-thirds of the members present at the meeting agree or, if less than two-thirds of the members are present, by unanimous vote of the members present. (Government Code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity or other activity that severely impairs public health, and/or safety, as determined by a majority of the members of the Board. (Government Code 545956.5)

(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting under this section may endanger the public health and/or safety as determined by a majority of the members of the Board. (Government Code 54956.5)

(cf. 3516 – Emergencies and Disaster Preparedness Plan)

Except in the case of a dire emergency, the Board President or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification shall be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. (Government Code 54956.5)

In the case of a dire emergency, the Board President or designee shall give such notice at or near the time notification is given to the other members of the Board. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn/continue such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned/continued to a later time and location and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment/continuance, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the location where the meeting was held. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board **goals, guardrails,** roles and relationships.

(cf. 2000 – Concepts and Roles in Administration)
(cf. 9000 – Role of the Board)
(cf. 9005 – Governance Standards)
(cf. 9400 – Board Self-Evaluation)

Any such meeting, regardless of title or topic, shall be held as a regular or special meeting, as appropriate, and shall comply with all other requirements for regular or special meetings. (Government Code 54956)

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Traditional Teleconferencing

A Board member may participate in any meeting by teleconference, which includes both audio or video/audio so long as the following conditions are met: (Government Code 54953)

1. All votes taken during a teleconference meeting shall be by roll call.
2. The meeting is conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.
3. The location of the Board member participating by teleconference is open and accessible to the public during the meeting, except during closed session, such that members of the public may observe in person the Board member participating by teleconference, may hear/listen to the meeting to the same extent as the Board member participating by teleconference, and may make public comment during the same portion of the agenda as other members of the public from the same location as the Board member participating by teleconference.
4. The location of the Board member participating by teleconference is noted in the agenda and the agenda is posted at the location of the Board member participating by teleconference in advance of the meeting as statutorily required based on the type of meeting.
5. At least a quorum of the members is within the district boundaries.

Teleconferencing by Individual Board Member Due to Emergency Circumstances

Until January 1, 2026, when a physical or family medical emergency would prevent a Board Member from attending a Board meeting in person, that Board member may request to participate in such meeting by teleconference. The Board member requesting to appear remotely shall submit the request as soon as possible, and include a concise general description of the emergency that necessitated the request.

The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

If the request is received timely, it shall be added to the agenda as the first item of business at the meeting, even before any closed session items. If the request is not received timely, it shall be taken up by the Board before the first item of business at the meeting. The request shall only be granted upon a vote by the majority of the Board. (Government Code 54953, 54954.2)

If the request is granted by the Board, the Board member may participate by teleconference without: (Government Code 54953)

1. Including the location of the Board member participating by teleconference in the agenda
2. Making the location of the Board member participating by teleconference open and accessible to the public

3. Posting the agenda at the location of the Board member participating by teleconference

For the Board member to participate by teleconference due to emergency circumstances, all of the following are required: (Government Code 54953)
1. All votes taken during the meeting are by rollcall
2. At least a quorum of the Board participates in person from a singular physical location clearly identified on the agenda
3. The Board member participating by teleconference utilizes both audio and visual technology to participate in the meeting
4. The Board member participating by teleconference publicly discloses, before any action is taken, whether any individual 18 years of age or older is present at the Board member's location and the general nature of the member's relationship with each such individual
5. The public is able to access the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with real-time public comment being allowed via the platform or service, in addition to public comment being available in person

The platform or service may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the district.

6. The agenda for the meeting includes information describing how members of the public can access the platform or service

A Board member may not appear remotely under emergency circumstances alone, or together with teleconference due to just cause, as specified above, for more than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely under emergency circumstances for more than two meetings. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the meeting may continue but the Board shall not take action on any agenda item until public access to the meeting is restored. (Government Code 54953)

Teleconferencing by Individual Board Member due to "Just Cause"

Until January 1, 2026, when there is "just cause" preventing a Board member from attending a Board meeting in person, that Board member may participate in that meeting by teleconference without: (Government Code 54953)
1. Including the location of the Board member participating by teleconference in the agenda
2. Making the location of the Board member participating by teleconference open and accessible to the public
3. Posting the agenda at the location of the Board member participating by teleconference

A Board member needing to participate by teleconference for just cause shall notify the Board at the earliest possible opportunity, including at the start of a regular meeting, of the need to do so and include a general description of the circumstances relating to the need to appear by teleconference at the given meeting. (Government Code 54953)

For the Board member to participate by teleconference under this section, all of the following are required:

(Government Code 54953)

1. All votes taken during the meeting are by roll call
2. At least a quorum of the Board participates in person from a singular physical location clearly identified on the agenda
3. The Board member participating by teleconference utilizes both audio and visual technology to participate in the meeting
4. The Board member participating by teleconference publicly discloses, before any action is taken, whether any individual 18 years of age or older is present at the Board member's location and the general nature of the member's relationship with each such individual
5. The public is able to access the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with real-time public comment being allowed via the platform or service, in addition to public comment being available in person

The platform or service may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the district.

6. The agenda for the meeting includes information describing how members of the public can access the platform or service

If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comment, the meeting may continue but the Board may not take action on any agenda item until the disruption is resolved. (Government Code 54953)

A Board member shall be permitted to participate by for just cause for no more than two meetings per calendar year.

Just Cause may exist for any of the following: (Government Code 54953)

1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Board member to participate remotely
2. A contagious illness prevents a Board member from attending in person
3. A Board member has a need related to a physical or mental disability not otherwise reasonably accommodated
4. A Board member is traveling while on official business of the Board or another state or local agency

Teleconferencing During a Proclaimed State of Emergency

The Board may conduct Board meetings by teleconference, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. For the purpose of determining whether meeting in person would present imminent risks to the health or safety of attendees due to the emergency
2. When the Board has been determined, pursuant to Item #1 above, that meeting in person would present imminent risks to the health or safety of attendees due to the emergency

The Board may hold a meeting by teleconference during a proclaimed state of emergency without: (Government Code 54953)

1. Including the location of Board members in the agenda
2. Making the locations of Board members open and accessible to the public
3. Posting the agenda at the locations of Board members

For the Board to hold such meeting, all of the following are required: (Government Code 54953)

1. All votes taken during the meeting are by rollcall
2. The public is able to access the meeting via a call-in service or an internet-based platform or service, with real-time public comment being allowed via the platform or service

If an internet-based platform or service is utilized, it may require members of the public to register in order to make public comments so long as the platform or service is not controlled by the district.

3. The agenda for the meeting includes information describing how members of the public can access the platform or service

For any public comment period with a time limit, the Board may not close that public comment period or the opportunity to register until the full time for public comment has elapsed. For any other public comment period, the Board shall allow a reasonable amount of time to allow members of the public to provide public comment and to register to do so. (Government Code 54953)

4. If the platform or service is disrupted such that the public cannot access the meeting or give real-time public comments, the meeting may continue but the Board may not take action on any agenda item until the disruption is resolved

The Board may continue to conduct all meetings by teleconference throughout one or more 45-day periods so long as, prior to the beginning of each 45-day period, the Board has reconsidered the circumstances of the state of emergency and determines that it continues to directly impact the ability of the Board to meet safely in person (Government Code 54953)

Other Gatherings

Attendance by a majority of the Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school Board members.
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern.
3. An open and noticed meeting of another body of the district.
4. An open and noticed meeting of a legislative body of another local agency.
5. A purely social or ceremonial occasion.
6. An open and noticed meeting of a standing committee of the Board established pursuant to Board Bylaw 9130 – Board Committees, provided that the Board members who are not members of the standing committee attend only as observers.

(cf. 9130 - Board Committees)

Individual contacts or conversations between a Board member and any other person that are not part of a series of communications prohibited by the Brown Act are permitted. (Government Code 54952.2)

Legal Reference:
EDUCATION CODE
35140 Time and place of meetings
35143 Annual organizational meetings; date and notice
35144 Special meeting
35145 Public meetings
35145.5 Agenda; public participation and regulations

35146 Closed sessions; student matters
35147 Open meeting laws exceptions
GOVERNMENT CODE
3511.1 Local agency executives
11135 Prohibition of discrimination
54950- 54963 The Ralph M. Brown Act
54953 Oral summary of recommended salary and benefits of superintendent
54954 Time and place of regular meetings
54954.2 Agenda posting requirements, board actions
54956 Special meetings
54956.5 Emergency meetings
7920.000-7930.215 California Public Records Act
8625-8629 California Emergency 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
Garnier v. Poway Unified School District, No. 17-cv-2215-W (JLB), 2019 WL 4736208 (S.D. Cal. September 26, 2019)
Knight First Amendment Institute at Columbia University v. Trump, 928 F.3d 226 (2019)
Wolfe v. City of Freemont, (2006) 144 Cal. App.4th 533
ATTORNEY GENERAL OPINIONS
88 Ops. Cal. Atty. Gen. 218 (2005)
84 Ops.Cal.Atty.Gen. 181 (2001)
84 Ops.Cal.Atty.Gen. 30(2001)
79 Ops.Cal.Atty.Gen. 69 (1996)
78 Ops.Cal.Atty.Gen. 327 (1995)
Management Resources:
CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, rev. 2019
INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS
The ABCs of Open Government Laws
LEAGUE OF CALIFORNIA CITIES PUBLICATIONS
Open and Public V: A Guide to the Ralph M. Brown Act, 2016
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
revised: December 12, 2001
revised: February 13, 2003
revised: January 14, 2004
revised: January 8, 2014
revised: April 26, 2023
revised: May 22, 2024
revised: ___, 2026

Policy Section: 9000 Board Bylaws

DRAFT

Fresno Unified Board Bylaw (BB) 9320.1
Board Workshops

Purpose

The purpose of this policy is to guide the Governing Board with a standard for highly effective and efficient Board workshops. The Fresno Unified School Board is a body corporate, not a collection of individuals, governed by the state and federal law to serve the interests of Fresno Unified School District.

The Board reviews key information and oversees management during workshops with the intention of meeting the highest standards of public services. This policy sets forth standards and describes processes, but from time to time processes and timelines may vary. The standards and processes are not intended to be overly restrictive or become issues of dispute, but rather to provide guidelines for effective management oversight.

Board Workshops

The Fresno Unified School Board is responsible for overseeing management of the districts major systems. Major systems are discussed and listed in the Board policy on Board workshops and the Board workshop calendar.

Workshops are defined as meetings of the Board posted for discussion but not action, for the purpose of receiving major presentations by the Superintendent or his/her designees in order to educate the Board (and the public). Workshops may cover more than one issue but should not be scheduled for more than three hours.

Goals and Guardrails

In alignment with the Board's adopted goals and guardrails, guided by the principles of Student Outcomes Focused Governance (SOFG), t~~T~~he Board will hold workshops ~~quarterly, or more frequently~~ as necessary, ~~in order~~ to review:

- **Monitoring Reports and other aspects of the SOFG work**
- The systems integrity and performance of major district management systems, for the purpose of exercising management oversight
- The implementation or evaluation of major policies, for the purpose of exercising policy oversight
- Major reform options
- Major changes in district or school operations
- Major changes in state or federal policy
- Any other major issue facing the district

~~The Board will annually schedule at least four workshops for the year; additional workshops may be added, to the extent possible with a minimum of two months advance notice.~~

The Board will make a good faith effort to provide the Superintendent with as much clarity as possible on its expectations. The Superintendents presentation will normally be data rich, with visual and/or written presentation of data. To the extent possible, the presentation materials will be

provided to Board members at least 10 days prior to the scheduled workshop, and the Board shall review and study the information thoroughly prior to the workshop.

The public and the media will be encouraged to attend workshops.

All workshop readings, materials, and minutes will be preserved according to state law.

Workshops will be conducted with the same attention to effectiveness, efficiency, and professionalism as regular business meetings.

Bylaw FRESNO UNIFIED SCHOOL DISTRICT
adopted: April 25, 2007 Fresno, California
revised: ____, 2026

Policy Section: 9000 Board Bylaws

No Recommended Changes

Fresno Unified Board Bylaw (BB) 9323.2
Actions By The Board

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164**,** 35165)

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9012 - Board Member Electronic Communications)
(cf. 9200 - Limits of Board Member Authority)

An "action" by the Board means: (Government Code 54952.6)
1. A collective decision by a majority of the Board members.
2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision.
3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance.

(cf. 9322 - Agenda/Meeting Materials)

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

(cf. 9324 - Minutes and Recordings)

Action on Non-Agenda Items

After publicly identifying the item, the Board may take action on a subject not appearing on the posted meeting agenda under any of the following conditions: (Government Code 54954.2)
1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5
2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted
3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier
4. Until December 31, 2025, when a Board member requests to participate by teleconference due to emergency circumstances pursuant to Government Code 54953 so long as the timing of the request did not allow for sufficient time to place it on the agenda

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

Challenging Board Actions

Before seeking to file a civil action to stop or prevent a Brown Act violation or to invalidate a prior action taken by the Board, the district attorney's office or interested person shall first present a demand “cure and correct” the alleged violation to the district. If the district receives a proper demand from the district attorney’s office or any interested person to “cure and correct” an alleged violation of the Brown Act, the Board shall consult with legal counsel on if and how to respond as provided by law. (Government Code 54960-54960.5)

Legal Reference:
Code of Civil Procedure

1245.240 Eminent domain vote requirements
1245.245 Eminent domain; resolution adopting different use
425.16 Special motion to strike in connection with a public issue
EDUCATION CODE
15266 School construction bonds
17466 Declaration of intent to sell or lease real property
17481 Lease of property with residence for nondistrict purposes
17510-17512 Leasing for production of gas, resolution requiring unanimous vote 17546
Private sale of personal property
17556-17561 Dedication of real property
35140-35149 Meetings
35150 Prohibition to terminate superintendent or assistant superintendent at specified meetings or times
35160-35178.4 Powers and duties
48660-48661 Community day schools, establishment and restrictions
CODE OF CIVIL PROCEDURE
425.16 Special motion to strike in connection with a public issue
1245.240 Eminent domain vote requirements
1245.245 Eminent domain, resolution adopting different use
GOVERNMENT CODE
53090-53097.5 Regulation of local agencies by counties and cities
53724 Parcel tax resolution requirements
53790-53792 Exceeding the budget
53820-53833 Temporary borrowing
53850-53858 Temporary borrowing
54230.5 Disposal of surplus land and receipt of notice of violation
54230.7 Disposal of surplus land and receipt of notice of violation
54950-54963 The Ralph M. Brown Act
54952.6 Action taken, definition
54953 Meetings to be open and public; attendance
54960-54960.5 Actions to prevent violations
65352.2 Communicating and coordination of school sites PUBLIC
CONTRACT CODE
20110-20118.44 School district contracts
20113 Emergencies, award of contracts without bids
20114 Repairs, maintenance, and improvements to district facilities by day labor of force account
22034 Uniform Public Construction Cost Accounting Act informal bidding ordinance
22035 Repair or replacement of facilities in case of emergency
22050 Emergency contracting procedures
3400 Bid specifications
COURTDECISIONS
Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors (2003) 112 Cal.App.4th 1313
McKee v. Orange Unified School District (2003) 110 Cal.App.4th 1310
Bell v. Vista Unified School District, (2002) 82 Cal.App.4th 672
Boyle v. City of Redondo Beach, (1999) 70 Cal.App.4th 1109

Management Resources:
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
CALIFORNIA CITY ATTORNEY PUBLICATIONS
Open and Public IV: A Guide to the Ralph M. Brown Act 2nd Edition, rev. July 2010
WEB SITES
CSBA: http://www.csba.org
California Attorney Generals 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: June 1, 2016
revised: April 26, 2023
revised: May 22, 2024
reviewed: ____, 2026

Policy Section: 9000 Bylaws

No Recommended Changes

Fresno Unified Board Exhibit (E) 9323.2
Actions Requiring A Super Majority Vote

Actions Requiring a Two-Thirds Vote of the Board:

Resolution declaring the Board's intention to sell or lease real property (Education Code 17466)

(cf. 3280 - Sale, Lease and Rental of District-Owned Real Property)

1. Resolution declaring intent of Governing Board to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)
2. Resolution declaring intent of Governing Board to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)
3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)
4. Lease for up to three months of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)
5. Request for temporary borrowing of funds needed for immediate requirements of the district to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)
6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district so long as the proposed use of property is not for nonclassroom facilities (Government Code 53094)

(cf. 7131 - Relations with Local Agencies)
(cf. 7150 - Site Selection and Development)
(cf. 7160 - Charter School Facilities)

7. When the district is organized to serve only grades K-8, action to establish a community day school for any of grades K-8 (Education Code 48660)

(cf. 6185 - Community Day School)

8. When the district is organized to serve only grades K-8,has an average daily attendance (ADA) of 2,500 or less, or desires to operate a community day school to serve any of grades K-6 (and no higher grades) and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)
9. Decision to pursue the authorization and issuance of general obligation bonds pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution. (Education Code 15266)

(cf. 7214 - General Obligation Bonds)
(cf. 7213 - School Facilities Improvement Districts)

10. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)

2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government code 54956.5)

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

Actions Requiring a Four-Fifths Vote of the Board:

1. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822-53824)

2. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823, 53824)

3. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

4. When the district has a five-member or seven-member Board and has adopted the procedures set forth in UPCCAA, action to respond to an emergency facilities condition without giving notice for bids to award contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

5. Resolution to award a contract for a public works project at $212,500 or less, to the lowest responsible bidder, when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act (UPCCAA) for projects of $200,000 or less, all bids received are in excess of $200,000, and the Board determines that the district's cost estimate was reasonable. (Public Contract Code 22034)

Actions Requiring a Four-Fifths Vote of the Board Members Present at the Meeting

1. Approval of the expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

Actions Requiring a Unanimous Vote of the Membership of the Board

1. Resolution authorizing and prescribing the terms of a lease of district property for extraction and taking of gas not associated with oil (Education code 17510-17511)

2. Authorization of the use of day labor or force account, or waiver of the competitive bid process pursuant to Public Contract Code 20111 when the Board determines that an emergency exists requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property, and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Actions Requiring a Unanimous Vote of the Board Members Present at the Meeting:

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than $2,500. Disposal of surplus property or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

Actions Required to Occur During a Regular Board Meeting:

1. Termination of the Superintendent or an assistant superintendent without cause (Education Code 35150)
2. Discussion or action regarding the contract, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1 (Government Code 54956)

Prohibitions on Certain Board Actions

1. Termination of the Superintendent or an assistant superintendent without cause within 30 days after the first convening of the Board after an election at which one or more Board members are elected or recalled (Education Code 35150)
2. When the District is disposing of surplus land and has received a notification from the Department of Housing and Community Development pursuant to Government Code 54230.5 with regard to the surplus land, final action to ratify or approve the proposed disposal of surplus land unless the district holds an open and public meeting in compliance with Government Code 54230.7 to review and consider the substance of the notice

Legal:
Code of Civil Procedure
1245.240 Eminent domain vote requirements
1245.245 Eminent domain; resolution adopting different use
425.16 Special motion to strike in connection with a public issue
Education Code
15266 School construction bonds
17466 Declaration of intent to sell or lease real property
17481 Lease of property with residence for nondistrict purposes
17510-17512 Leasing for production of gas; resolution requiring unanimous vote
17546 Private sale or personal property
17556-17561 Dedication of real property
35140-35149 Meetings
35150 Prohibition to terminate superintendent or assistant superintendent at specified meetings or times
35160-35178.4 Powers and duties
48660-48661 Community day schools; establishment and restrictions
Government Code
53090-53097.5 Regulation of local agencies by counties and cities
53724 Parcel tax resolution requirements
53790-53792 Exceeding the budget
53820-53833 Temporary borrowing
53850-53858 Temporary borrowing
54230.5 Disposal of surplus land and receipt of notice of violation
54230.7 Disposal of surplus land and receipt of notice of violation
54950-54963 The Ralph M. Brown Act
54952.6 Action taken; definition
54953 Meetings to be open and public; attendance
54960-54960.5 Actions to prevent violations
65352.2 Communicating and coordinating of school sites
Public Construction Codes
20110-20118.44 School district contracts
20113 Emergencies; award of contracts without bids
20114 Repairs, maintenance, and improvements to district facilities by day labor or force account
22034 Uniform Public Construction Cost Accounting Act informal bidding ordinance
22035 Repair or replacement of facilities in case of emergency
22050 Emergency contracting procedures
3400 Bid specifications
Attorney General Publication

The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
Court Decision
Bell v. Vista Unified School District (2002) 82 Cal.App.4th 672
Boyle v. City of Redondo Beach (1999) 70 Cal.App.4th 1109
Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors (2003) 112 Cal.App.4th 1310

Exhibit FRESNO UNIFIED SCHOOL DISTRICT
version: September 24, 1998 Fresno, California
reviewed: February 13, 2003
revised: January 28, 2004
revised: May 30, 2018
revised: April 27, 2023
revised: May 22, 2024
reviewed: ___, 2026

Policy Section: 9000 Bylaws

DRAFT

Fresno Unified Board Bylaw (BB) 9323.3
Complaints Concerning Board Members

If any employee or member of the public desires to file a complaint, they shall submit a written complaint to the Superintendent. The complaint must include:

a. The name of the complainant and all potential witnesses;
b. A brief but specific summary of the complaint;
c. Copies of any known, relevant documents, videos or other written evidence; and
d. The complainant's proposed remedy.

The Superintendent shall forward the complaint to the Board President, or the Board Clerk if the complaint involves the Board President. The complaint shall be resolved informally if possible. Otherwise, the Board President, or Board Clerk if the complaint is about the Board President, shall designate a person to investigate the complaint, who may be an attorney, a licensed investigator, or other neutral fact finder. Oral or anonymous complaints will not be accepted.

The assigned investigator shall complete the investigation within a reasonable time period and render a written report which includes factual findings. If the written report is conducted under the attorney-client or work product privilege, the report may or may not be disclosable.
The written report shall be provided to the Board member involved before it is distributed to all the members of the Board. The Board member involved shall be provided with fourteen (14) calendar days to respond in writing. The Board member involved may request an additional fourteen (14) calendar day extension response time from the Board.

The final written report and the response from the Board member involved, if provided, shall be provided to all of the members of the Board.
The Board President, or Board Clerk if the complaint involves the Board President, shall determine whether the complaint is the proper subject for a closed session discussion.

~~*Fresno Unified School District does not harass, intimidate, or discriminate on the basis of race, color, ethnicity, national origin, immigration status, 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.*~~

Bylaw FRESNO UNIFIED SCHOOL DISTRICT
Adopted: October 2, 2019 Fresno, California
Reviewed: ____, 2026

Policy Section: 9000 Board Bylaws

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: RECEIVE

TITLE AND SUBJECT: Receive Proposed Revisions for Board Policies

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

1. BP 0410 Nondiscrimination in District Programs and Activities
2. BP 1265 Civility Policy
3. BP 3515 School Safety and Security
4. BP 5141.4 Child Abuse Prevention and Reporting
5. BP 5141.7 Sun Safety (NEW)
6. BP 5142 Safety

These revisions are in alignment with Student Outcomes Focused Governance and best practices. The items will be brought back for approval at a future Board meeting.

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



COLOR CODES FOR THE REVISION OF BOARD POLICIES/ADMINISTRATIVE REGULATIONS

YELLOW HIGHLIGHT: CSBA Recommended Language

- ✓ CSBA Sample Policy content language (yellow highlight)
- ✓ CSBA recommended cross-references to other Board Policies and Administrative Regulations are highlighted in yellow

PEACH FONT: Subcommittee Recommendation

- ✓ When FUSD's subcommittee from a department or work group is working on revisions, the peach font is used to show the current practice in the District; thus, different from the CSBA recommended language

GRAY HIGHLIGHT: New FUSD Policy CSBA Recommended Language

- ✓ This means that the policy does not currently exist; however, CSBA has recommended

GREEN FONT: Legal Mandate/Legal Reference Change

- ✓ This refers to the actual reference such as the Education Code Number or any other legal reference, such as USC 1761 or CFR 210.10, etc.
- ✓ When the actual language of the legal reference is imbedded in the content; green font is used as well
- ✓ New legal references recommended by CSBA are in **green font** and highlighted in yellow
- ✓ CDE/FPM/Legal language required are in **green font** and underlined

BLUE FONT: Clarification or Readability

- ✓ Blue font is used when the concept remains the same, but the actual words or the sequence of words, phrases, or sentences is changed to clarify or enhance comprehension. Usually, blue font is not highlighted
- ✓ When CSBA recommends change of placement of already existing approved language in the policy; use **blue font**
- ✓ Legal Counsel's recommendation **blue font**

PURPLE FONT: Information Change

- ✓ For example, such as the Revision date at the end of the BP/AR, or any dates/titles changes

~~RED STRIKEOUT:~~ Recommended Deletion

- ✓ Red strikeout should be highlighted in yellow when CSBA has recommended the change
- ✓ No Yellow when the subcommittee made the recommendation to strikeout

DRAFT

Fresno Unified Board Policy (BP) 0410
Nondiscrimination In District Programs And Activities

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities.

This policy shall apply to all acts related to a school activity or school attendance and to all acts of the ~~Governing~~ Board and the Superintendent in enacting policies and procedures that govern the district. **(Education Code 234.1)**

~~The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities.~~ District programs, activities, and practices ~~or school attendance within a school under the jurisdiction of the Superintendent~~ shall be free from unlawful discrimination~~, including discrimination~~ against an individual or group based on **one, or a combination of two or more, protected characteristics, which include, but may not be limited to,** race, color **or ethnicity**; **ethnic group identification**; ancestry, nationality~~,~~; national origin~~,~~; immigration status~~,~~; ~~ethnic group identification,~~ ~~ethnicity~~, age (40 and above), religion~~,~~; **religious creed; physical or mental disability; genetic information;** ~~marital status,~~ pregnancy, **false pregnancy, termination of pregnancy, or related conditions or recovery**; ~~parental status,~~ reproductive health decision-making~~,~~; childbirth, breastfeeding/lactation status **or related** medical conditions~~; physical or mental disability~~, **sex stereotypes**; sex, sexual orientation, gender, gender identity, gender expression, **parental, marital, and family status**; **and** veteran or military status,~~,~~; ~~or genetic information;~~ a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. **(Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688, 29 USC 621, 42 USC 2000d-2000d-7, 2000e-2)**

(cf. 1240 - Volunteer Assistance)
(cf. 4030 – Nondiscrimination in Employment)
(cf. 4032 – Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 – Sexual Harassment)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 5131.8 – Anti-Bullying)
(cf. 5145.3 –Nondiscrimination/Harassment)
(cf. 5145.7 – Sexual Harassment)
(cf. 5146 – Married/Pregnant/Parenting Students)
(cf. 1240 - Volunteer Assistance)
(cf. 6145.2 – Athletic Competition)
(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 – Identification and Education Under Section 504)
(cf. 6178 – Career Technical Education)
(cf. 6200 – Adult Education)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on ~~race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or~~ any ~~other~~ of the categor~~y~~ies identified above.

(cf. 3540 - Transportation)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5145.13 - Response to Immigration Enforcement)

District programs and activities shall be free of any discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources.

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

Additionally, the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be adopted by the Board or district if the use would subject a student to unlawful discrimination as specified in Education Code 220. (Education Code 244)

The Board recognizes that with few exceptions, as expressly set forth in Government Code section 12951, speaking languages other than English is a legally protected right and critically important asset in providing educational services in a community as ethnically and culturally diverse as Fresno Unified.

Additionally, pursuant to Title VII of the Civil Rights Act of 1964, district programs and activities shall be free from any unlawful language discrimination, which falls under the class of national origin discrimination. Language discrimination occurs when a person is treated differently because of their native language or other characteristics of their speech, including their accent, vocabulary, and/or syntax.

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

Derogatory Native American terms, including Apaches, Big Reds, Braves, Chiefs, Chieftains, Chippewa, Comanches, Indians, Redskins, Savages, Squaw, and Tribe, shall not be used for any school or athletic team name, mascot, or nickname, unless permitted in accordance with Education Code 221.3.

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities~~, including the use of facilities~~. The~~y~~ Superintendent or designee shall take prompt, reasonable actions to remove any identified barrier.

(cf. 1330 - Use of Facilities)

All complaints alleg~~ations~~ing ~~of~~ unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with ~~the procedures specified~~ ~~in~~ Board Policy ~~(BP)~~/and Administrative Regulation ~~(AR)~~ 1312.3 - Uniform Complaint Procedures for students, and Administrative Regulation 4030 - Nondiscrimination in Employment, for employees.

Pursuant to 34 ~~Code of Federal Regulations (~~CFR~~)~~ 104.8 and ~~34 CFR~~ 106.~~9~~8, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admissions and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed ~~pursuant to~~ in accordance with ~~Education Code 48980~~ Board Policy/Exhibit(1) 5145.6 - Parent/Guardian Notifications and, as applicable, in announcements, bulletins, catalogs, application forms, or other materials distributed by the district. ~~As appropriate, such~~ The notification shall also be posted on **the district's website and social media** and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate. ~~and shall be posted on the district's web site and, when available, district- supported social media.~~

~~In addition, the annual parental notification~~ **The Superintendent or designee** shall ~~inform~~ **notify**

parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, ~~including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee.~~ **and their rights related to immigration enforcement.** (Education Code 234.7)

District Compliance Officers

The Governing Board designates the following compliance officer (s) to receive formal and informal complaints from constituents, including students, and investigate them to ensure district compliance with law (Title II, V, IX, Title 5, Section 504 of the Rehabilitation Act):

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

Chief of Human Resources
Title IX Officer/Age DA (Discrimination Act)
Fresno Unified School District
2309 Tulare Street
Fresno, California 93721
(559) 457-3593
titleix@fresnounified.org

Section 504 Coordinator
Fresno Unified School District
890 S 10 Street, Bldg. C
Fresno, CA 93726
(559) 457-3220
504@fresnounified.org

~~Instructional~~ Assistant Superintendent
Special Education Office
Fresno Unified School District
890 S 10 Street, Bldg C
Fresno, CA 93721
(559) 457-3220
spedleadership@fresnounified.org

Concurrently the Board reaffirms its commitment to promote diversity training, racial harmony among its students, staff, and the community; and to promote education that is anti- racist and multicultural.

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language. (Education Code 48985; 20 USC 6312)

Access for Individuals with Disabilities

District programs and facilities viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 – Animals At School)
(cf. 7110 – Facilities Master Plan)
(cf. 7111 – Evaluating Exiting Buildings)

The Superintendent or designee shall ensure that the district**'s** web and mobile applications comply with technical standards prescribed by law, and as necessary, shall provide~~s~~ appropriate auxiliary aids and services ~~when necessary~~ to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service**s**, program**s**, or activit~~y~~**ies**. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies, or other modifications to increase accessibility to district and school web sites, note-takers, written materials, taped text, and Braille or large print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that

requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 – Parent Involvement)
(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws is hereby designated as the district's ADA coordinator. The~~y~~ compliance officer shall receive and address requests for accommodation submitted by individuals with disabilities and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Title II/ADA Coordinator
2309 Tulare Street 4
Fresno, CA 93721
Phone (559) 457-3520
Fax (559) 457-3838
Accomodations@fresnounified.org

~~*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
200-262.4 Prohibition of discrimination
33315 Uniform complaint procedures
48980 Parental notifications
48985 Notices to parents in language other than English
51007 Legislative intent: state policy
51204.5 Social studies instruction; contributions of specified groups
51501 Nondiscriminatory subject matter
60010 Instructional materials; definition
60040-60052 Requirements for instructional materials
GOVERNMENT CODE
8310.3 California Religious Freedom Act
11000 Definitions
11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act
54953 Meetings; Americans with Disabilities Act accessibility
54953.2 Brown Act compliance with Americans with Disabilities Act
PENAL CODE
422.55 Definition of hate crime
422.6 ~~Interference with constitutional right or privilege~~ **Crimes; harassment**
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs **receiving state or federal financial assistance**
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities in Education Act
1681-1688 **Title IX of the Education Amendments of 1972; d**~~D~~iscrimination based on sex ~~or blindness, Title IX~~
2301-2414~~5 Carl D. Perkins Vocational and Applied Technology~~ **Strengthening Career and Technical Education for the 21st Century** Act
6311 State plans
6312 Local education agency plans
UNITED STATES CODE, TITLE 29
621 Age discrimination in employment
794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
12101-12213 American with Disabilities
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
~~2000h-2000h-6 Title IX~~
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
36.303 Auxiliary aids and services
CODE OF FEDERAL REGULATIONS, TITLE 34
100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
106.9 Dissemination of policy Management Resources:
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Protecting Students from Harassment and Hate Crime, January 1999 Notice of Non-Discrimination, January 1999
Nondiscrimination in Employment Practices in Education, August 1991
WEB SITES CSBA: http://www.csba.org

CDE: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr/index.html

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: March 12, 1992 Fresno, California
revised: November 13, 1997
revised: August 22, 2012
revised: June 19, 2013
revised: May 14, 2014
revised: May 31, 2017
revised: February 21, 2018
revised: June 13, 2018
revised: December 18, 2019
revised: April 6, 2022
revised: November 1, 2023
revised: December 13, 2023
revised: ____, 2026

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

DRAFT

Fresno Unified Board Policy (BP) 1265
Civility Policy

~~Preamble~~
The Governing Board recognizes the impact that civility has on the effective operation of the district, including its role in creating a safe and positive school climate and enabling a focus on student well-being, learning, and achievement. The Board believes that each person should be treated with dignity and respect in their interactions within the school community.

~~Maintaining an environment supportive of learning and free of disruptive conduct is important to the success of our children's education.~~ To further this goal, it is the intent of the district to promote, through this policy, mutual respect, civility and orderly conduct among district employees, parents/guardians, and other members of the public. It is also the intent of this policy to encourage positive communication and discourage disruptive, volatile, hostile or aggressive communication or actions.

The Board understands that the First Amendment provides strong protection for speech. However, the Board expects that all speech and expression will comport with norms of civil behavior on district grounds, in district facilities, during district activities or events, and in the use of district electronic/digital systems and platforms. Furthermore, this policy is intended to maintain, to the extent possible, a safe, harassment-free workplace for teachers, students, administrators, other staff, parents/guardians and the public. It is not the district's intent to deprive any person of ~~his/her~~ **their** right to freedom of expression. The district encourages the public's cooperation with and adherence to this policy.

Civil behavior is polite, courteous, and reasonable behavior which is respectful to others and includes integrity, honesty, acceptance, timeliness, dependability, observance of laws and rules, and effective communication.

The Board and district staff shall model civil behavior as an example of behavior that is expected throughout the district. Practices that promote civil behavior include actively listening, giving full attention to the speaker, and refraining from interruptions; welcoming and encouraging participation, input, and feedback through **community** engagement; promptly responding to concerns; and embracing varying and diverse viewpoints. Such practices may be incorporated into governance standards adopted by the Board or Superintendent and/or professional standards or codes of conduct for employees as specified in district policies and regulations.

(cf. 9005.1 Censure Policy and Procedures)

Expected Level of Behavior

1. District employees and representatives should treat parents/guardians and other members of the public with civility, courtesy and respect.
2. Parents/guardians and other members of the public should treat staff and students and each other, while on school grounds and/or participating in school-related activities, with civility, courtesy and respect.

Unacceptable/Disruptive Behavior

Staff, parents/guardians, and community members shall not communicate or behave in a manner that causes disruption; hinders the orderly conduct of district operations, the educational program, or any other district program or activity; or creates an unsafe learning or working environment. The Superintendent or designee may respond to disruptive, violent, or threatening behavior in accordance with law and as specified in BP/AR 3515.2 - Disruptions.

Behavior by staff that is discriminatory, harassing, or intimidating, including sexual harassment, bullying, and/or hate violence, or behavior that is in any other way unlawful, is prohibited and is subject to discipline in accordance with law and as specified in district policy and regulations.

(cf. 0410 Nondiscrimination in District Programs and Activities)

Any conduct that disrupts or interferes with the discipline, good order, lawful conduct or administration of any school class or activity of the school or district, constitutes unacceptable conduct behavior. Unacceptable conduct includes but is not limited to:

1. Disruption of or threats to disrupt school classrooms, activities, and/or operations;
2. Threats to the health and safety of students or district employees;
3. Battery or assault upon students, district employees or other persons;
4. Using obscenities or speaking in a demanding, loud, insulting and/or demeaning manner; and/or
5. Unauthorized entry onto district premises and school grounds.

Recourse Available to Parents/Guardians and Public in handling ~~Unacceptable/Disruptive Behavior~~

The Superintendent or designee shall establish regulations and procedures as necessary to provide a complaint process for alleged violations of the Civility Policy.

Legal References:
EDUCATION CODE
200-262.4 Educational equity
32210 Willful disturbance of public school or meeting
32211 Threatened disruption or interference with classes
32212 Classroom interruptions
32280-32289.5 School safety plans
35181 Governing board authority to set policy on responsibilities of students
35291-35291.5 Rules
~~44014 Report of assault by pupil against school employee~~
44050 Employee code of conduct; interaction with students
44807 Teachers' duty concerning conduct of students
44810 Willful interference with classroom conduct
44811 Disruption of classwork or extracurricular activities
48900-48926 Suspension and expulsion
48907 Exercise of free expression; time, place, and manner rules and regulations
48950 Speech and other communication
49330-49335 Injurious objects
GOVERNMENT CODE
54954.3 Opportunity for public to address legislative body
54957.9 Disorderly conduct of general public during meeting; clearing of room
PENAL CODE
243.5 Assault or battery on school property
415.5 Disturbance of peace of school
~~416 Assembly to disturb peace; refusal to disperse~~
422.55 Definition of hate crime
422.6 Crimes; harassment
626-626.10 Crimes on school grounds
627-627.8 Access to school premises
626-626.11 Weapons on school grounds and other school crimes
653.2 Electronic communication devices; threats to safety
653b Loitering about schools or public places
CIVIC CODE
51.7 Freedom from violence or intimidation
UNITED STATES CONSTITUTION, Amendment 1
Free exercise, free speech, and establishment clauses
COURT DECISIONS
Baca v. Moreno Valley Unified School District (1996) 936 F. Supp. 719
Hazelwood School District v. Kuhlmeier (1988) 108 S. Ct. 562
City of San Jose v. William Garbett (2010) 190 Cal. App. 4th 526
Norse v. City of Santa Cruz (9th Cir. 2010) 629 F3d 966

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: December 12, 2001 Fresno, California
Revised: January 29, 2003
Revised: ___ , 2026

Policy Section: 1000 Community Relations

DRAFT

Fresno Unified Board Policy (BP) 3515
~~School Safety And~~ Campus Security

The Governing Board is committed to providing a school environment that promotes the safety of students, staff, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft.

The Superintendent or designee shall develop campus security procedures, which may be included in the district's comprehensive safety plan and/or site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity 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, and the monitoring and response to suspicious and/or threatening digital media content.

The principal of each school shall ensure that their school has completed the district Safe School Plan with site-specific information, which includes strategies for preventing crime and violence on school premises. The Board encourages principals to solicit the participation of local law enforcement agencies, staff, parents/guardians and students in the development of these plans.

For purposes of school safety and security, the Superintendent or designee shall design a photo identification for all employees. Photo I.D. shall be worn by all employees and Board members on school district premises and at all school functions.

Reporting and Responding to Threats

Any certificated or classified employee, or other school official, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle of high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, shall immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. (Education Code 49390, 49393)

Threat or perceived threat means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual. **(Education Code 49390)**

Additionally, anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator.

The Superintendent or designee may form a multidisciplinary team in order to identify, inquire, assess, and manage potentially threating student behavior.

Surveillance Systems

In consultation with the district's school site council, safety planning committee, other relevant ~~educational partners,~~ **community partners,** and staff, the Superintendent or designee shall identify appropriate locations

for the placement of surveillance cameras.

Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the district's surveillance equipment shall be disabled so that sounds are not recorded.

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous and targeted locations around school buildings and grounds. Such signs shall state that the facility uses video surveillance equipment for security purposes and that the equipment may or may not be actively monitored at any time. The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the district's surveillance system, including the locations where surveillance may occur and that the recordings may be used in disciplinary proceedings and/or referred to local law enforcement, as appropriate.

To the extent that any images from the district's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

Legal Reference:
EDUCATION CODE
17070.10 – 17079.30 Leroy F. Greene Schools Facilities Act
17583 Classroom security locks; modernization projects
17586 Interior door locks
32020 School gates; entrances for emergency vehicles
32211 Threatened disruption or interference with classes
32280-32289.5 School safety plans
35160 Authority of governing boards
35160.1 Broad authority of school districts
35266 Reporting of cyber attacks
38000-38005 Security departments
49050-49051 Searches by school employees
49060-49079 Student records
49390-49395 Homicide threats
GOVERNMENT CODE
54957 Closed session board meetings
8586.5 California Cybersecurity Integration Center
11549.3 Independent security assessment
PENAL CODE
469 Unauthorized making, duplicating or possession of key to public building
626-626.11 Weapons on school grounds and other school crimes
CODE OF REGULATIONS, TITLE 24
1010.2 Door operations
1010.2.8 Locking arrangements in educational occupancies
1010.2.8.2 Lockable doors from the inside
CALIFORNIA CONSTITUTION Article 1, Section 28
Right to Safe Schools
Management Resources:
CDE PUBLICATIONS
Safe Schools: A Planning Guide for Action, 1995
CSBA PUBLICATIONS
Protecting Our Schools: Governing Board Strategies to Combat School Violence, 1995 Policy
UNITED STATES CODE, TITLE 6
665K Federal Clearinghouse on School Safety Evidence-Based Practices
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act (FERPA) of 1974
UNITED STATES CODE, TITLE 34
99.3 Definition of education records
ATTORNEY GENERAL OPINION
75 Ops.Cal.Atty.Gen. 155 (1992)
83 Ops.Cal.Atty.Gen. 257 (2000)
COURT DECISION
Brannum v. Overton County School Board (2008) 516 F. 3d 489
New Jersey v. T.L.O. (1985) 469 U.S. 325

revised: May 22, 2024
revised: _____, 2026

Policy Section: 3000 Business and Noninstructional Operations

DRAFT

Fresno Unified Board Policy (BP) 5141.4
Child Abuse Prevention And Reporting

The Governing Board is committed to supporting the safety and well-being of district~~s~~ students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

Child Abuse Prevention

The districts instructional program may provide age-appropriate and culturally sensitive child abuse prevention curriculum which explains students' right to live free of abuse, includes instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, inform**s** students of available support resources, and teach**es** ~~the~~ students how to obtain help and disclose incidents of abuse. The district's program also may include age-appropriate ~~curriculum~~ **instruction** in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Superintendent or designee may display posters, in areas on campus where students frequently congregate, notifying students of the appropriate telephone number to call to report child abuse or neglect. (Education Code 33133.5)

In addition, student identification cards for students in grades 7-12 shall include the National Domestic Violence Hotline telephone number. (Education Code 215.5)

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child~~'s~~ abuse prevention programs and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

(cf. 1020 Youth Services)

Child Abuse Reporting

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

Procedures for reporting child abuse, **as specified in Penal Code 11164-11174.3,** shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

The Governing Board recognizes that students who are developmentally disabled are especially vulnerable to being physically, emotionally or sexually abused. Procedures established by the Superintendent or designee to prompt the reporting of known and suspected incidents of child abuse and neglect shall address the needs of students who are developmentally disabled as well as other students with special needs.

(cf. 0450 Comprehensive Safety Plan)

District employees who are mandated reporters, as defined by law and administrative regulation, are

obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters as required by law and as specified in the accompanying administrative regulation. (Education Code 44691; Penal Code 11165.7).

Legal Reference:
EDUCATION CODE
215.5 Student identification cards; inclusion of safety hotlines
32280-32289.5 school safety plans
33133.5 Posters of telephone number for students to report child abuse or neglect
33195 Heritage schools; mandated reporters
33308.1 Guidelines on procedure for filing child abuse complaints
33546.2 Health framework for California public schools; sextortion
44252 Teacher Credentialing
44691 Staff development in the detection of child abuse and neglect
44807 Teachers' duty concerning conduct of students
48906 Notification when student released to peace officer
48987 Dissemination of reporting guidelines to parents
49001 Prohibition of corporal punishment
51220.5 Parenting skills education
51900.6 Sexual abuse and sexual assault awareness and prevention instruction
PENAL CODE
152.3 Duty to report murder, rape, or lewd or lascivious act
273a Willful causing unjustifiable pain or mental suffering of child; endangering life or health
286 Crime of sodomy
287 Crime of oral copulation
288 Definition of lewd or lascivious act requiring reporting
289 Crime of sexual penetration
311-312.7 Obscene matter
801.8 Failure to report an incident known or reasonably suspected by a mandated reporter to be sexual assault, child abuse, or severe neglect
11164-11174.3 Child Abuse and Neglect Reporting Act
WELFARE AND INSTITUTIONS CODE
15630-15637 Dependent adult abuse reporting
16509.1 Treatment of children by spiritual means through prayer; neglect
CODE OF CIVIL PROCEDURE
340.1 Damages suffered as result of childhood sexual abuse
CODE OF REGULATIONS, TITLE 5
3200-3205 Special education compliance complaints
UNITED STATES CODE, TITLE 42
11434a Mckinney-Vento Homeless Assistance Act; definitions
COURT DECISION
Camreta v. Greene (2011) 131 S.Ct.2020

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: September 9, 1993, Fresno, California
revised: March 10, 2004
revised: March 30, 2005
revised: September 11, 2024
revised: ____,2026

Policy Section: 5000 Students

DRAFT

Fresno Unified Board Policy (BP) 5141.7
Sun Safety

The Governing Board recognizes that overexposure to ultraviolet (UV) radiation from the sun and artificial sources such as sunlamps and tanning beds is linked to the development of skin cancer, eye damage, premature aging, and a weakened immune system and that children are particularly vulnerable to the effects of overexposure. The Board desires to support the prevention of excessive UV radiation exposure by students and to assist students in developing sun-safe habits to use throughout their lives.

The Superintendent or designee shall establish a developmentally appropriate prevention/ intervention program for grades K-12 to prevent student overexposure to UV radiation. **They** may coordinate sun safety and UV radiation education and policy efforts with the California Department of Public Health, the local health department, and other local agencies and/or community organizations. **They** shall involve students, parents/guardians, and the community in support of such school-based programs.

The Superintendent or designee shall incorporate sun safety elements into the curriculum in order to increase students' understanding of the health risks associated with overexposure to UV radiation from the sun or artificial sources and to encourage students to engage in preventive practices.

Students shall be encouraged to take reasonable measures to protect their skin and eyes from overexposure to the sun while on campus, while attending school-sponsored activities, or while under the supervision and control of district employees.

To encourage and assist students to avoid overexposure to the sun when they are outdoors:

1. **Students shall be allowed to wear sun-protective clothing, including, but not limited to, hats. (Education Code 35183.5)**
2. Students shall be allowed to wear UV-protective sunglasses outdoors.
3. **Students shall be allowed to use sunscreen during the school day without a physician's note or prescription. (Education Code 35183.5) Those students using sunscreen shall be encouraged to apply sunscreen at least 15-20 minutes prior to any outdoor activity that will require prolonged exposure to the sun. School personnel shall not be required to assist students in applying sunscreen.**
4. Students shall be allowed to use UV-protective lip balm. The Superintendent or designee shall evaluate the adequacy of shaded and/or indoor areas for recreation at each school and shall consider the provision of sufficient shaded areas in plans for new construction or modernization of facilities.

The Superintendent or designee may monitor the UV Index and modify outdoor school activities with regard to the risk of harm associated with the Index level. Staff shall be encouraged to model recommended sun-safe behaviors, such as avoiding excessive sun exposure, using sunscreen, and wearing hats and other sun-protective clothing.

The Superintendent or designee shall inform school staff and parents/guardians of the district's sun safety measures and shall encourage parents/guardians to provide sunscreen, lip balm, hats, and other sun-protective clothing for their children to use at school. The Superintendent or designee also may provide information to parents/guardians about the risks of overexposure to UV radiation and preventive measures they may take to protect their children during nonschool hours.

Legal Reference:
EDUCATION CODE
35183.5 Sun protection

51210 Course of study for grades 1-6
51220 Course of study for grades 7-12
51890-51891Comprehensive health education programs and community participation; definitions

Policy FRESNO UNIFIED SCHOOL DISTRICT
Approved: ____, 2026 Fresno, California

Policy Section: 5000 Students

DRAFT

Fresno Unified Board Policy (BP) 5142
Safety

The Governing Board recognizes the importance of providing a safe school environment that is conducive to learning and promotes student safety and well-being. Appropriate measures shall be implemented to minimize the risk of harm to students, including, but not limited to, protocols for maintaining safe conditions on school grounds, promoting safe use of school facilities and equipment, and guiding student participation in educational programs and school-sponsored activities.

Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity 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, and the monitoring and response to suspicious and/or threatening digital media content.

~~School~~ District staff shall be responsible for the proper supervision of students at all times when students are subject to district rules, including, but not limited to, during school hours, ~~school~~ district-sponsored activities, before and after-school programs, morning drop-off and afternoon pick-up, and while students are using district provided transportation.

The Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety and emergency procedures, as well as injury and disease prevention.

Crossing Guards/Student Safety Patrol

To assist students in safely crossing streets adjacent to or near school sites, the Board may employ crossing guards and/or establish a student safety patrol at any district school. The Superintendent or designee shall periodically examine traffic patterns within school attendance areas in order to identify locations where crossing assistance may be needed.

Student Identification Cards and Safety Information

Student identification cards of students in grades 7-12 shall have printed on them safety information~~, including the following: (Education Code 215.5)~~ **Additional information regarding student identification cards and safety information can be found in the accompanying Administrative Regulation 5141.4 - Safety.**

~~1. The National Suicide Prevention Lifeline telephone number and, at the district's discretion, the Crisis Text Line and/or a local suicide prevention hotline telephone number~~
~~2. The National Domestic Violence Hotline~~

~~*(cf. 5144 - Discipline)*~~

~~The school district, Board members and district employees shall not be held liable for the safety and conduct of students who leave the school grounds as allowed by the Board's policy. (Education Code 44808.5)~~

~~*(cf. 5112.5 - Open/Closed Campus)*~~

~~A minor student shall not be released to leave school in the custody of a person other than the student's parent/guardian unless that person has the verified authorization of the parent(s)/guardian(s). Properly authorized law officers may seize or apprehend according to law.~~

~~*(cf. 5145.11 - Questioning and Apprehension)*~~

~~It is the responsibility of the principal to provide for adequate supervision of playgrounds and other school~~

~~facilities at all times they are in use by students during the school day or at school sponsored activities. Special attention should be given to the prevention of accidents and to the development of habits of good citizenship.~~

~~*(cf. 5141.1 - Accidents)*~~

~~The principal should make full use of the cooperative services of local and county organizations which provide safety services, such as fire, law enforcement and disaster preparedness agencies.~~

~~*(cf. 6114 - Emergencies and Disaster Preparedness)*~~

~~Missing Children~~

~~Consistent with district efforts to create a safe and secure environment for children and in order to assist in locating missing children, the Board recognizes that all employees of the district must be made aware of the plight of missing children. Each principal shall be responsible for seeing that information on missing children is posted in the school.~~

~~Eye Protection Devices~~

~~The Superintendent or designee is directed to develop regulations which require that eye protective devices are worn by students, teachers and visitors at any time when they are engaged in or observing an activity or using hazardous substances or equipment likely to cause injury to the eyes. (Education Code 32030, 32031)~~

~~The Board shall provide eye safety devices required by law at the district expense. (Education Code 32033)~~

Legal Reference:
EDUCATION CODE
215.5 Student identification cards; safety information
17280-17317 Field Act; approval of plans and supervision of construction
17365-17374 Field Act; fitness for occupancy; liability of board members
17670 Shade structures
32001 Fire alarms and drills
32020 School gates; entrances for emergency vehicles
32030-32034 School eye safety
32040 First aid equipment
~~32200 Fire drills~~
32280-32289.5 School safety plans
32225-32226 Communications devices in classrooms
32240-32245 Lead-Safe Schools Protection Act
32250-32254 CDE School Safety and Security Resource Unit
40048 Missing children; posting of information
44807 Duty of teachers concerning conduct of pupils to hold them accountable for conduct to and from schools, on playgrounds, and during recess
44808 Exemption from liability when students are not on school property
44808.5 Permission for pupils to leave school grounds; notice (high school)
48900 Grounds for suspension or expulsion
49068.5 Missing children; transfers
49341 Need for safety in school science laboratories
51202 Instruction in personal and public health and safety
PENAL CODE
245.6 Hazing
CODE OF REGULATIONS, TITLE 5
202 Exclusion of pupils with a contagious disease
350 Fees not permitted
~~351 Work or services as required of pupils~~
570-576 School safety patrols
5552 Playground supervision
5570 When school shall be open and teachers present
14030 Preliminary procedure, planning and approval of school facilities
14103 Bus driver; authority over pupils

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: August 26, 1993 Fresno, California
revised: May 22, 2024
revised: ____, 2026

Policy section: 5000 Students

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: DISCUSS AND APPROVE

TITLE AND SUBJECT: Discuss and Approve List of Board Member Committees and Organizations

ITEM DESCRIPTION: Included in the Board material and recommended for approval is the updated list of Board member appointments to committees and organizations for 2026. This recommended list is based on the feedback Board members provided to Board President Islas.

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 

Fresno Unified School District – Board Committee Assignments for 2025

Board Approved: 01/08/25

Organization	2025 Representative	2026 Representative
Board Bylaw Sub-Committee • **Meeting Dates**: As necessary **Purpose:** The purpose of this sub-committee is to review and revise Board Bylaws and to make recommendations as needed to the Board of Education.	CAZARES ISLAS LEVINE	
California School Boards Association Delegate Assembly • **Meeting Dates**: Twice a year, in May and December, prior to the CSBA Annual Conference **Purpose**: The Delegate Assembly is the primary policy-making body of the CSBA. This group elects the officers and directors of the Association, establishes procedures for the adoption and periodic resolutions of the Delegate Assembly, and transacts any other business that may come before it.	LEVINE Appointed 01/08/25 Term 04/01/25 to 03/31/27 THOMAS Appointed 12/13/23 Term 04/01/24 to 03/31/26	
Council of the Great City Schools • **Meeting Dates**: The Council holds an annual conference in the fall of each year as well as an annual legislative session at the beginning of each calendar year. **Purpose**: This is a membership organization composed of 76 of the largest urban school districts in the United States. The Council is organized to study, develop, implement, advocate, and evaluate programs to improve the quality of and opportunities for public education in the nation's major cities.	DAVIS WITTRUP	
Dailey Elementary Charter School Board of Directors • **Meeting Dates:** Monthly on the 2nd Tuesday of every month at 5PM **Purpose:** The Board of Directors is comprised of Board representatives from Fresno Unified, Superintendent, and community and business representatives and meets to decide on issues relating to the oversight of the Charter School. One-year term.	DAVIS LEVINE	

DRAFT

08/13/25 Board Approved Appointment of Trustee Thomas to the School Liaison Act Committee

(A) Alternate

Fresno Unified School District – Board Committee Assignments for 2025

Board Approved: 01/08/25

Organization	2025 Representative	2026 Representative
District Audit Committee • **Meeting Dates:** Meets 4 times a year from 9AM to 12PM **Purpose:** To ensure that the highest levels of internal controls are maintained in order to ensure that the work of the district is conducted in an efficient and economical manner.	DAVIS JONASSON ROSAS WITTRUP	
Facilities Corporation • **Meeting Dates:** Once a year (February or March) **Purpose:** The Corporation is a non-profit corporation organized under the General Nonprofit Corporation Law of the State of California to provide financial assistance to Fresno Unifies, a public district of the State of California, by financing the acquisition, construction, improvement and remodeling of public-school buildings and facilities for the district.	DAVIS WITTRUP	
Fresno County Committee on School District Organization Voting Representative and Alternate Voting Representative • **Meeting Dates:** Once a year called by the County Superintendent for the purpose of voting as a representative to replace a vacancy or vacancies on the committee **Purpose:** The function of this committee is to consider petitions from school districts or voters concerning the reorganization of school districts, i.e., increasing boards, creating trustee areas, and/or transferring territories from one district to another. This committee also calls hearings on these matters and either makes recommendations to the State Board of Education or calls for specific matters to be placed on the ballot for local elections.	LEVINE JONASSON ROSAS (A)	LEVINE JONASSON ROSAS (A) 12/10/25
Fresno County School Trustees Association – Board of Directors • **Meeting Dates**: The Association's Board of Directors meets on the third Tuesday in February/March, June, September, and December. **Purpose**: The Board is comprised of a representative nominated from each unified district, each high school district area or its feeder elementary schools, the Fresno County Board of Education, and both community college districts, for a total of 22 members.	DAVIS	

DRAFT

08/13/25 Board Approved Appointment of Trustee Thomas to the School Liaison Act Committee

(A) Alternate

Fresno Unified School District – Board Committee Assignments for 2025

Board Approved: 01/08/25

Organization	2025 Representative	2026 Representative
Fresno Regional Occupational Program (ROP) • **Meeting Dates:** Every 3rd Wednesday of every other month at 3PM – total of 5 meetings per year **Purpose:** This program is administered by the County Schools Office and is a training program for students aged 16 through adult. Some functions of the ROP Board include approving new courses and hearing concerns regarding curriculum and financial issues. Can have up to three board members.	THOMAS	
District Legislative Committee • **Meeting Dates:** First Thursday of the month (except July) from 12PM to 1:30PM **Purpose:** These representatives are responsible for monitoring legislation of interest to or affecting school districts and reporting back to the Board of Education. Occasionally, CSBA will request school districts through their legislative representatives to support or oppose certain legislation. Can have up to three board members.	ISLAS LEVINE THOMAS	
JPA Board of Directors for Center for Advanced Research & Technology (CART) • **Meeting Dates:** Monthly on the 2nd Tuesday from 4PM to 6PM at CART **Purpose:** This Board, comprised of Board representatives, Superintendents, community & business representatives from both Clovis and Fresno Unified School Districts, meets to decide on issues relating to the establishment and oversight of the CART facility.	WITTRUP	
School Liaison Act Committee • **Meeting Dates:** Twice a year (TBD) **Purpose:** This Committee will meet with a goal of developing policies and practices that will improve communication between the City of Fresno and the local school governing boards of Fresno, Clovis, Sanger and Central Unified School Districts.	ISLAS JONASSON ROSAS THOMAS	
Superintendent Search Sub-Committee • **Meeting Dates**: As necessary **Purpose:** The purpose of this sub-committee is to work toward the goal of gathering pertinent feedback and engagement to support the superintendent search process.	DAVIS ISLAS WITTRUP	

DRAFT

08/13/25 Board Approved Appointment of Trustee Thomas to the School Liaison Act Committee

(A) Alternate

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: DISCUSS and ACCEPT

TITLE AND SUBJECT: Discuss and Accept the Student Outcomes Focused Governance Monitoring Report

ITEM DESCRIPTION: Included in the Board material is the December 2025 Student Outcomes Focused Governance monitoring report for the following interim goals and interim guardrails:

- Health and Wellness (Interim Guardrail 2 Baseline): 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%. The baseline will be established.

- Health and Wellness (Interim Guardrail 3 Baseline): 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%. The baseline will be established.

- Literacy Intervention (Interim Goal 2): From June 2025 to June 2027, the percentage of identified 7th – 8th grade students who improve at least one performance band from the first administration to the second administration on the district interim assessment will increase from 44% to 65%.

- College Career Readiness (Interim Goal 3): 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 70% to 85%.

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

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Chief Academic Officer, Carlos Castillo, Ed.D. Carlos Castillo (Dec 5, 2025 16:11:31 PST)

Student Outcomes Focused Governance: Monitoring Report

December 17, 2025



Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

OUR MISSION

We nurture and cultivate the interests, intellect, and leadership of our students by providing an excellent, equitable education in a culturally proficient environment.



OUR VISION

Where students, families, and staff are valued and empowered to achieve their greatest potential.

GOALS

GOAL 1 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.

GOAL 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 30% in June 2024 to 50% by June 2030.

GOAL 3 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.

GOAL 4 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.

GUARDRAILS *synthesized version*

COMMUNITY ENGAGEMENT

No major decisions will be proposed to the Board without a community engagement plan.

EQUITABLE ACCESS

Goals will be met without excluding distinct and/ or vulnerable groups such as African American, English Learners, Foster Youth, Homeless or Students with Disabilities.

EFFECTIVE STAFF

Hiring, promotion or lateral movement of staff will only occur with those who are meeting standards.

HEALTH & WELLNESS

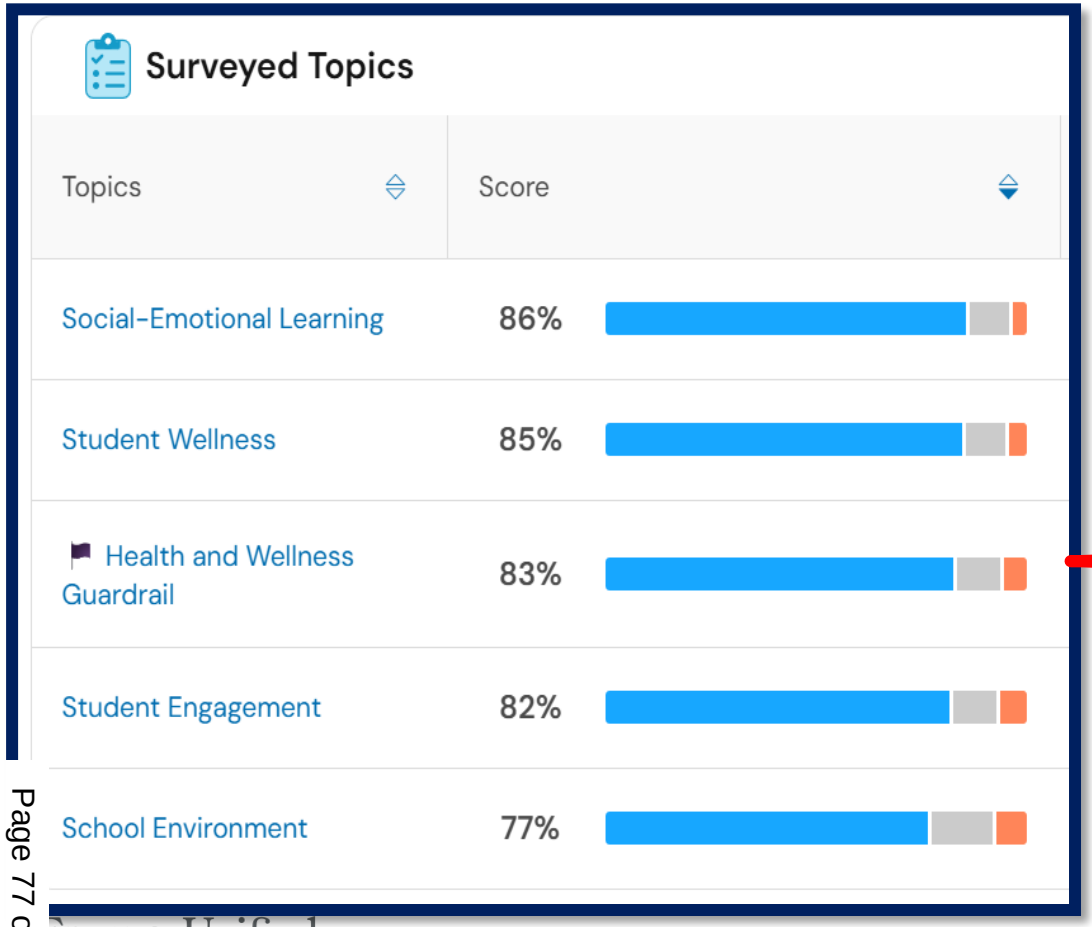
Goals will be met without compromising the health and wellness of students and staff.

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

HEALTH & WELLNESS INTERIM GUARDRAIL 2

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

Interim Guardrail: HW 2
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 **83% to 89%.**



Health and Wellness Domain Questions

1. Adults at my school treat students with respect and care.
2. My school teaches me to be empathetic towards others.
3. I feel welcomed at my school.
4. I feel safe at school.
5. My school teaches students how to keep their minds happy, calm, and healthy.
6. If I feel sad, worried, stressed, or anxious, there is an adult at my school I can talk to.
7. My school teaches me to work through problems peacefully when there is a disagreement or someone gets upset.
8. My school teaches me ways to both understand and manage my emotions.

Fresno Unified School District
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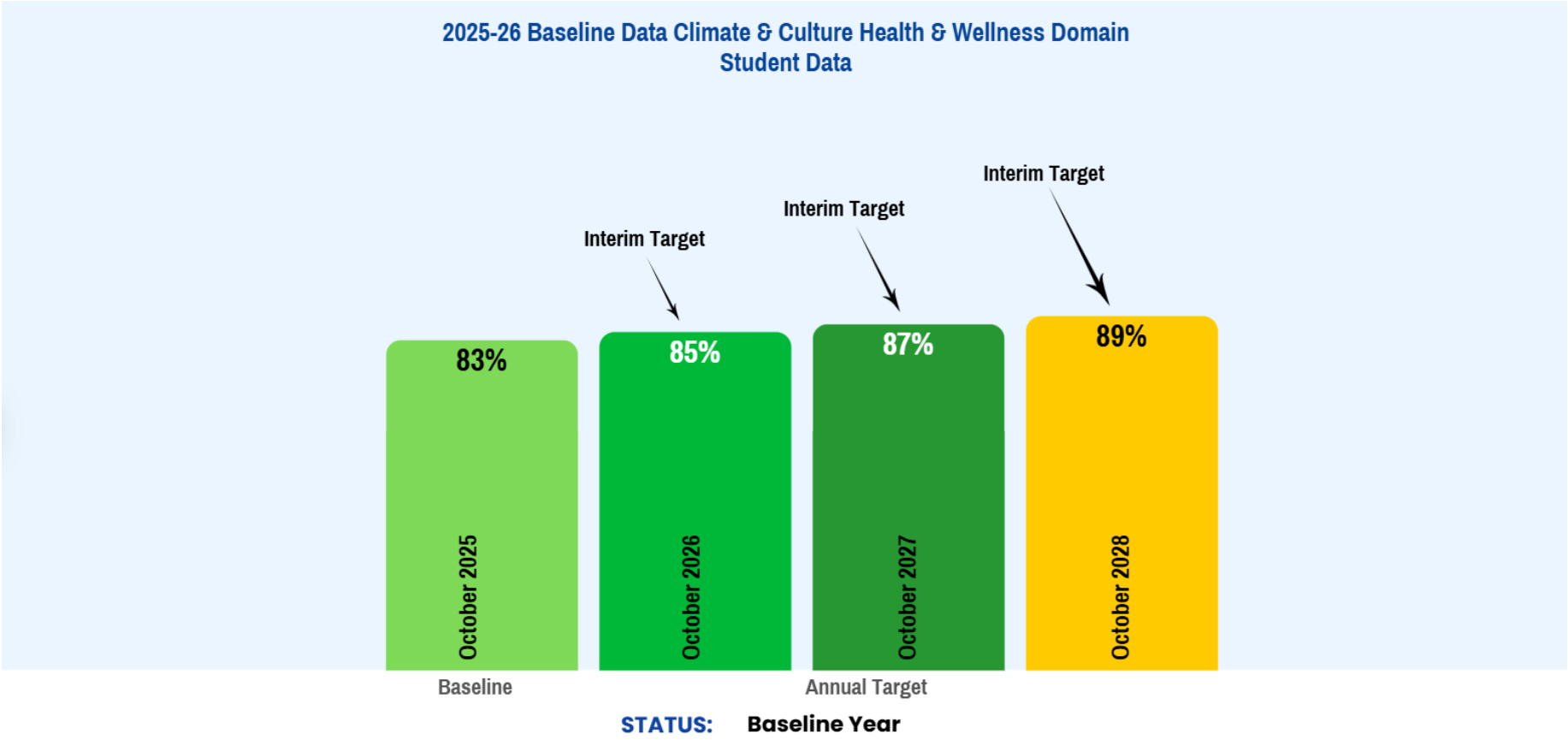
HEALTH & WELLNESS INTERIM GUARDRAIL 2

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

Interim Guardrail: HW 2
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 **83% to 89%.**



Annual percentage growth to be on-track by 2028 is based on 2% growth each year for the next three years to improve by a total of 6%

Data Source: Panorama Climate & Culture Survey Health & Wellness Guardrail Question Domain

HEALTH & WELLNESS INTERIM GUARDRAIL 2

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

Interim Guardrail: HW 2
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 **83% to 89%.**

Student Survey Data

- 83% of students took the survey
- 72 schools are at or above baseline
- 27 schools are below baseline

The two highest favorable student responses:

- I feel welcomed at my school – 86%.
- Adults at my school treat students with respect and care – 89%.

The two lowest student responses:

- My school teaches me ways to both understand and manage my emotions – 79%.
- I feel safe at school – 79%.

Superintendent's Response: Health and Wellness-Interim Goal 2

Root Cause	Rationale	Actions
• Lower participation rate at secondary.	• Schools with higher participation rates have structures in place to ensure that students can access the survey within the administration window. More challenging for high schools with a large student population.	• Department of Prevention & Intervention CCS will work with the CCT of the identified sites to improve participation rates by Feb. 27th.
• Sites with responses above baseline utilize best practices with greater consistency.	• Sites leverage their Climate & Culture Specialists (CCS), have active Climate & Culture Teams (CCT), teach SEL lessons, use mindfulness strategies and circles, have structures and active supervision.	
• Sites with responses lower than baseline utilize best practices not as consistently or with greater variance. • Higher discipline or incidents on and outside of campus at secondary.	• Students have limited opportunities for social emotional learning instruction. • Some discipline related issues and incidents within the community are impacting student feeling of safety at school.	• CCSs will work with the CCTs of the targeted sites to analyze data and develop actions by Jan. 30th. • DPI and site leaders will co-facilitate listening sessions at identified sites to gather further insight by April 17th. • DPI will provide resources to support diving deeper into the data and to develop actions by Dec. 19th.

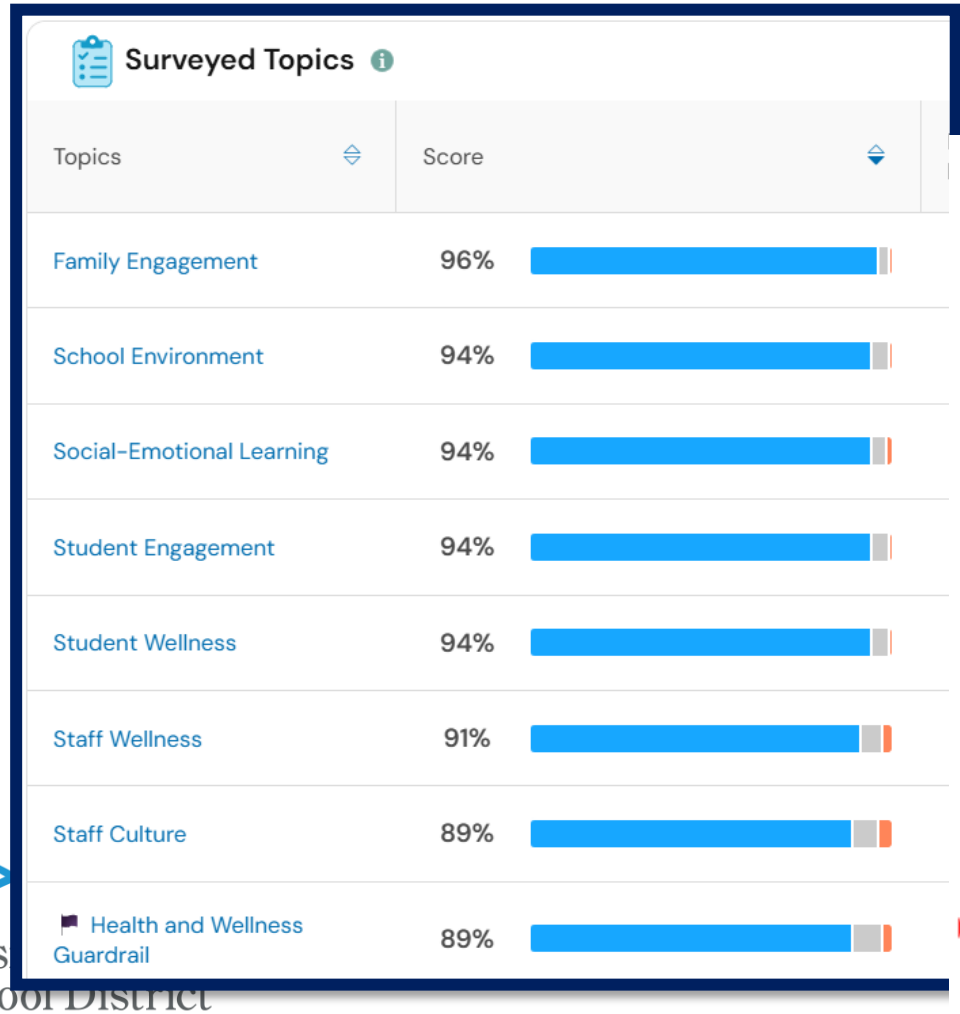
Crosswalk Between Health & Wellness Domain and Climate & Culture Survey Questions

I feel welcomed at my school.	**Social Emotional Learning**	**Student Engagement**	**School Environment**	
	• My school teaches me to be kind to people no matter our differences.	• Students at my school care about each other. • I feel like I belong at my school just the way I am	• My school accepts everyone just the way they are.	
Adults at my school treat students with respect and care.	**Student Wellness**	**Social Emotional Learning**	**Student Engagement**	**School Environment**
	• I know where to find support when I need help. • I am learning how to tell when I or someone else might need help from an adult.	• My school teaches me to be kind to people no matter our differences. • My school teaches me to be empathetic towards others. • My school teaches me to work through problems peacefully when there is a disagreement or someone gets upset.	• At my school, my ideas and feelings are heard • There is at least one adult at my school who I trust.	• My school accepts everyone just the way they are.

HEALTH & WELLNESS INTERIM GUARDRAIL 3

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

Interim Guardrail: HW 3
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 **89% to 90% and maintain thereafter.**



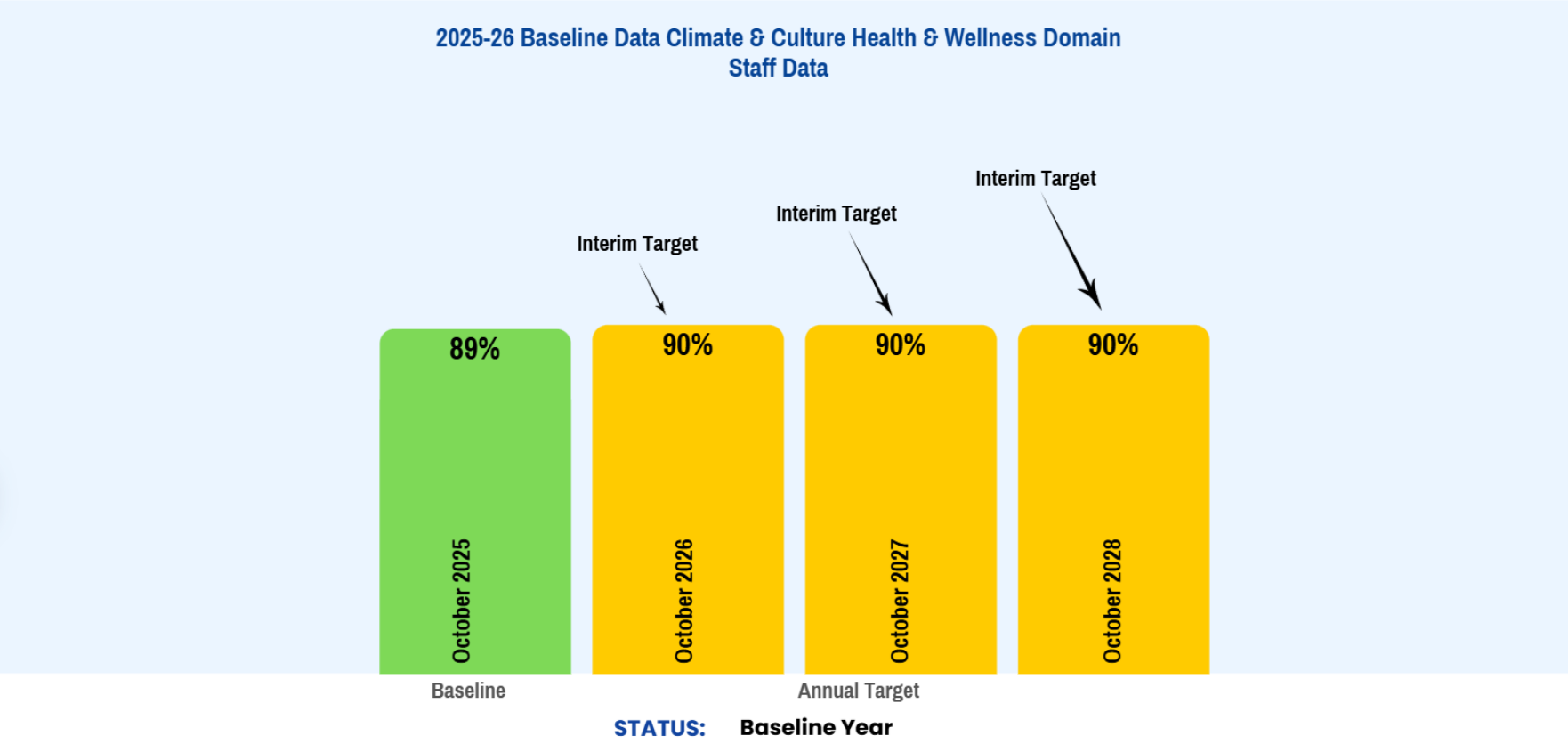
Health and Wellness Domain Questions

1. I know how to access mental health and well-being resources that are available to me.
2. At our school/department, there is a culture of care and support.
3. I feel that my supervisor cares about my well-being.
4. I feel there is a positive and collaborative environment at our school/department.
5. I feel my school/department has a welcoming environment for all employees.
6. I feel valued as a staff member at our school/department.
7. At our school/department, staff work to build trust with each other.

HEALTH & WELLNESS INTERIM GUARDRAIL 3

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

Interim Guardrail: HW 3
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 **89% to 90% and maintain thereafter.**



Annual percentage growth to be on-track by 2028 is based on 1% growth in one year and maintained 1% growth for the following two years

Data Source: Panorama Climate & Culture Survey Health & Wellness Guardrail Question Domain

HEALTH & WELLNESS INTERIM GUARDRAIL 3

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

Interim Guardrail: HW 3
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 **89% to 90% and maintain thereafter.**

Site Level Data

- 61% of site-level staff completed the survey
- 63 sites are at or above baseline
- 38 sites are below baseline

Two highest site staff questions:

- I know how to access mental health and well-being resources that are available to me – 92%.
- At our school, there is a culture of care and support – 91%.

Two lowest site staff questions:

- I feel valued as a staff member at our school – 86%.
- At our school, staff work to build trust with each other – 86%.

HEALTH & WELLNESS INTERIM GUARDRAIL 3

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

Interim Guardrail: HW 3
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 **89% to 90% and maintain thereafter.**

Department Level Data

- 41% of department-level staff completed the survey.
- 13 departments are at or above baseline
- 11 departments are below baseline

Two highest department staff questions:

- I feel that my supervisor cares about my well-being – 92%.
- I know how to access mental health and well-being resources that are available to me – 91%.

Two lowest department staff questions:

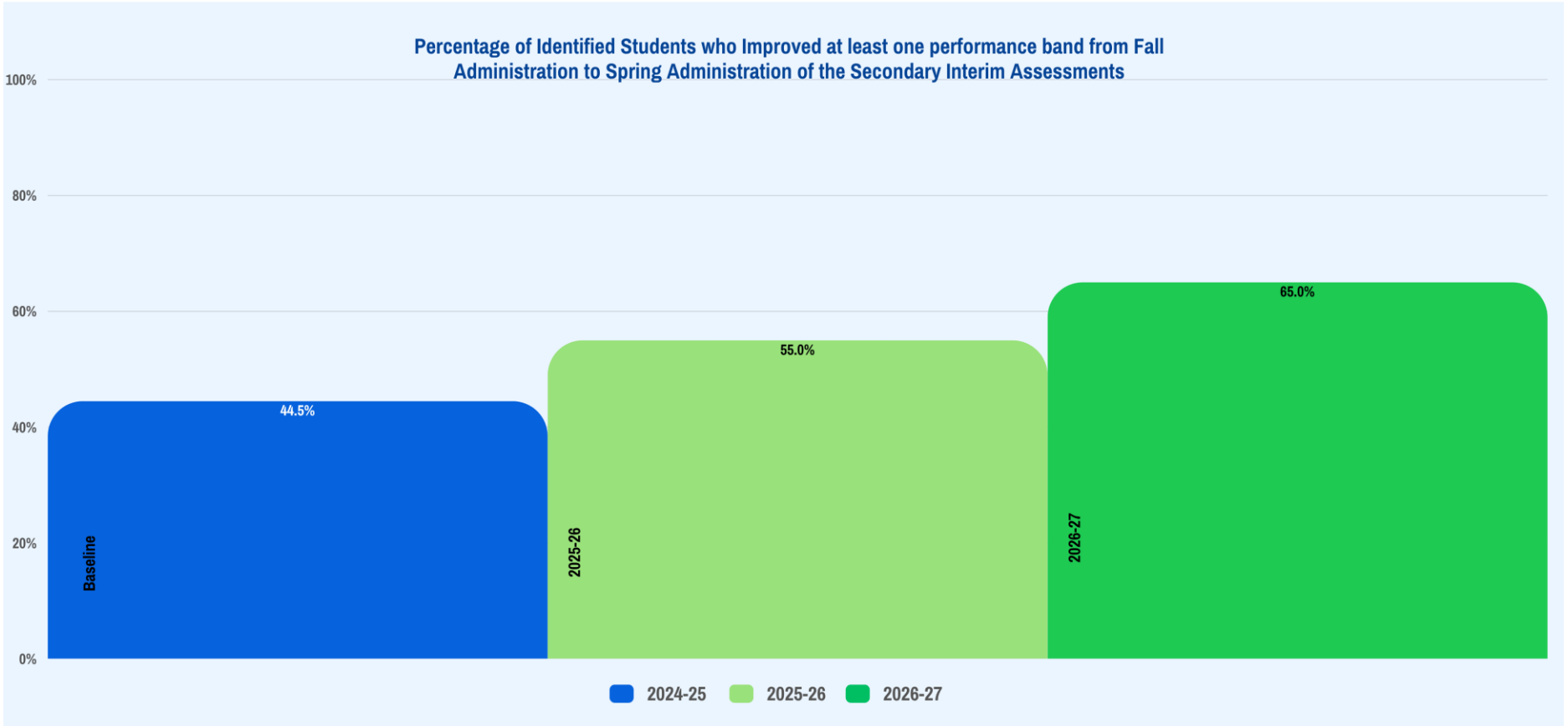
- In our department, staff work to build trust with each other – 83%.
- I feel valued as a staff member in our department – 84%.

Superintendent's Response: Health and Wellness-Interim Goal 3

Root Cause	Rationale	Actions
• Lack of awareness of the survey and how the results are used. • Sites and departments with responses above baseline utilize best practices with greater consistency. • Sites and departments with responses lower than baseline utilize best practices not as consistently or with greater variance.	• This is the first time in five years that departments have taken a climate and culture survey. • District needs to build awareness of staff regarding the importance of taking the survey and how the results will be used. • Usage of survey results across schools varies. Some common best practices include: • Leverage Climate & Culture Specialists (CCS) and have active Climate & Culture Teams (CCT) (sites only) • Build community • Value staff at all levels • Utilize recognition systems • Utilize consensus-building protocols and/or gather staff input • Support professional growth through learning and coaching • Provide and solicit feedback • Streamline messaging and communication structures	• Department and site leaders will analyze the data, communicate survey results to staff, and develop actions to address questions with the lowest favorable response rates by Jan. 30th. • DPI will provide strategies to site/department leaders to improve participation rates and engage staff in collaborative problem solving especially focusing on the two lowest rated questions by Jan.30th • DPI and dept/site leaders will co-facilitate listening sessions at identified dept./sites to gather further insight by April 17th.

Literacy Intervention Interim Goal 2

Goal: From June 2025 to June 2027, 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 44% to 65%



STATUS: Off Track On Track

Must grow by 10% each year to be on-track.

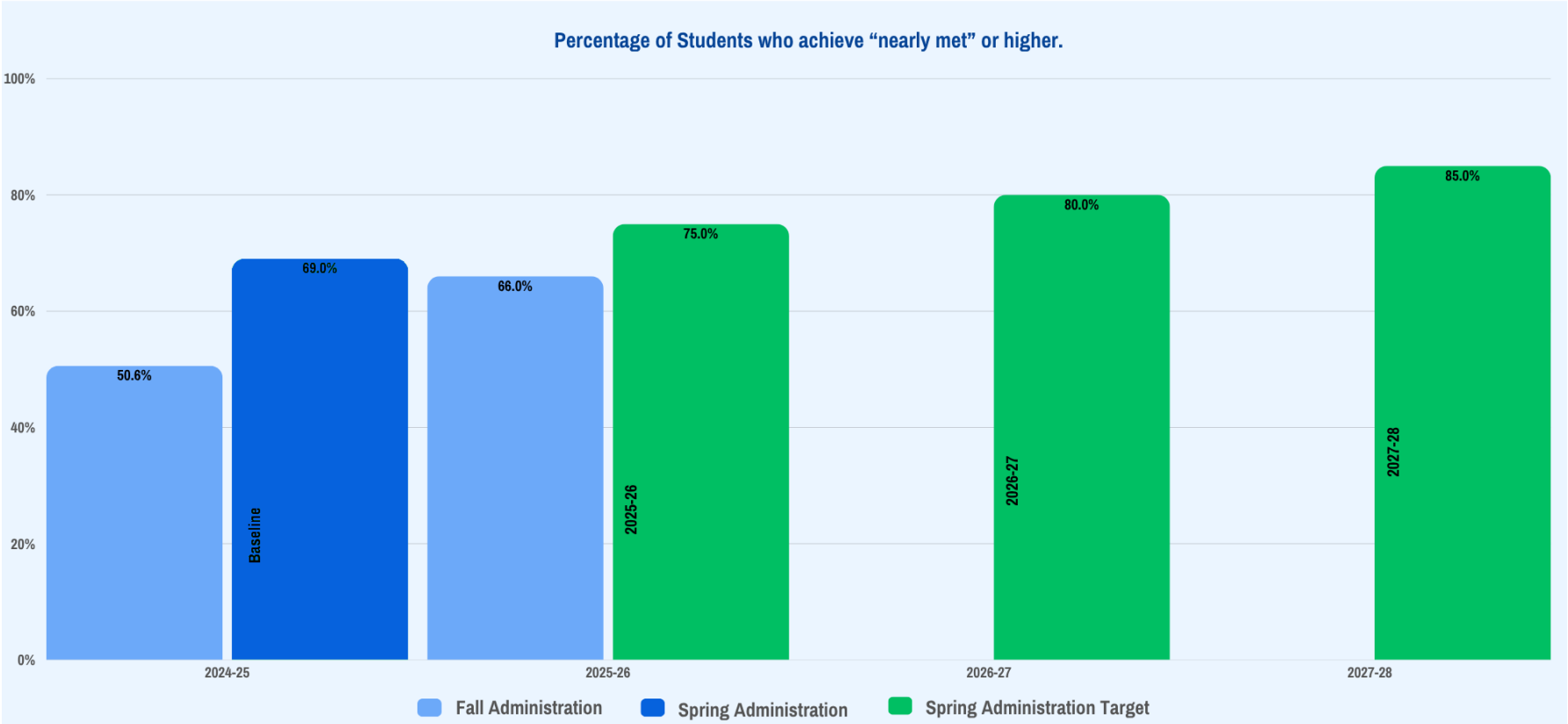
Data as of Date: 11/11/2025

Superintendent's Response: Literacy Intervention-Interim Goal 2

Root Cause	Rationale	Actions
• Students have limited opportunities to receive effective and targeted intervention.	• Sites lack sufficient access to effective intervention resources and tools. • Student identification criteria for Literacy Intervention goal distributed to sites in September 2025.	• Curriculum Instruction and Professional Learning (CIPL) will provide planning tools to support teachers in analyzing rigor of standards to be assessed on spring interim assessment by December 19, 2025. • Lead teachers will engage in three content-alike sessions to support Professional Learning Communities to implement cycles of continuous improvement by March 20. • English Learner Services will provide two sessions of professional learning to teachers of English Learners by January 16. • Special Education Department will provide professional learning for 7th and 8th grade special education teachers specific to literacy intervention instruction and structures by January 30.

College & Career Readiness Interim Goal 3

Interim Goal: From February 2025 to June 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 70% to 85%



STATUS: Off Track | On Track

Data as of Date: 11/11/2025

Superintendent's Response: College and Career Readiness-Interim Goal 3

Root Cause	Rationale	Actions
• This is the 2nd full year of implementation of Secondary Interim Assessments, so schools are better positioned to align first quarter instruction to the standards assessed. • The Secondary Interim Assessment is more closely aligned to SBAC than were previous assessments.	• Teachers align instruction to curriculum guidance documents and assessment expectations. • School sites have access to data to analyze student results and make needed adjustments. • The assessment is written to align to grade-level standards for each mathematics course. • Questions match the rigor of SBAC and match the format of SBAC questions.	• Lead teachers will engage in three content-alike sessions to support Professional Learning Communities to implement cycles of continuous improvement by March 20. • Curriculum, Instruction, and Professional Learning (CIPL) will refine curriculum documents to highlight the crosswalk between interim assessment questions and SBAC by March 20. • CIPL will review feedback from professional learning, observe implementation trends in four regions piloting Building Thinking Classrooms professional learning in 8th grade math and Algebra I, and develop plans for future professional learning by April 29.

FUSD

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Health & Wellness Interim Guardrail 2: 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 **83% to 89%.**

Sites (89% or above)		Sites (83%-88%)		Sites (82%-74%)	
Site	% Favorable	Site	% Favorable	Site	% Favorable
Birney Elementary	96%	Dewolf High	88%	Gibson Elementary	82%
Farber- Indep. Study	95%	Duncan High	88%	King Elementary	82%
Jefferson Elementary	95%	Eaton Elementary	88%	Pyle Elementary	82%
Storey Elementary	94%	Ewing Elementary	88%	Roosevelt High	82%
Farber Online Secondary	93%	Fulton School	88%	Sunnyside High	82%
Muir Elementary	93%	Jackson Elementary	88%	Computech Middle	81%
Phoenix Elementary	93%	Tatarian Elementary	88%	Fort Miller Middle	81%
Design Science High	92%	Yosemite Middle	88%	Fremont Elementary	81%
Farber- Credit Attain.	92%	Bullard Talent K-8	87%	Hamilton K-8	81%
Cooper Middle	91%	Hidalgo Elementary	87%	Heaton Elementary	81%
Sunset Elementary	91%	Malloch Elementary	87%	Lawless Elementary	81%
Calwa Elementary	90%	Mayfair Elementary	87%	McCardle Elementary	81%
Farber Online Elementary	90%	Turner Elementary	87%	McLane High	81%
Leavenworth Elementary	90%	Webster Elementary	87%	Powers-Ginsburg Ele.	81%
Roeding Elementary	90%	Wilson Elementary	87%	Sequoia Middle	81%
Rowell Elementary	90%	Anthony Elementary	86%	Scandinavian Middle	80%
Wishon Elementary	90%	Aynesworth Elementary	86%	Vinland Elementary	80%
Ayer Elementary	89%	Baird Middle	86%	Edison High	79%
Robinson Elementary	89%	Bakman Elementary	86%	Tenaya Middle	79%
Vang Pao Elementary	89%	Easterby Elementary	86%	Gaston Middle	78%
		Figarden Elementary	86%	Hoover High	78%
		Greenberg Elementary	86%	Ahwahnee Middle	77%
		Kirk Elementary	86%	Bullard High	77%
		Kratt Elementary	86%	Fresno High	77%
		Lincoln Elementary	86%	Phoenix Secondary	77%
		Slater Elementary	86%	Kings Canyon Middle	76%
		Starr Elementary	86%	Tioga Middle	74%
		Tehipite Middle	86%		
		Thomas Elementary	86%		
		Addams Elementary	85%		
		Balderas Elementary	85%		
		Holland Elementary	85%		
		Homan Elementary	85%		
		Lane Elementary	85%		
		Lowell Elementary	85%		
		Manchester Gate Ele.	85%		
		Norseman Elementary	85%		
		Wawona K-8	85%		
		Wolters Elementary	85%		
		Yokomi Elementary	85%		
		Burroughs Elementary	84%		
		Centennial Elementary	84%		
		Columbia Elementary	84%		
		Olmos Elementary	84%		
		Patino High	84%		
		Winchell Elementary	84%		
		Del Mar Elementary	83%		
		Ericson Elementary	83%		
		Herrera Elementary	83%		
		Terronez Middle	83%		
		Viking Elementary	83%		
		Williams Elementary	83%		

Health & Wellness Interim Guardrail 3: 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 **89% to 90% and maintain thereafter.**

Staff (90% or above)				Staff (At Baseline)	
Site/Dept.	% Favorable	Site/Dept.	% Favorable	Site/Dept.	% Favorable
State & Federal	100%	Dewolf High	93%	Fremont Elementary	89%
Sequoia Middle	100%	Farber	93%	Greenberg Elementary	89%
Culture & Stu. Inclusion	99%	Parent University	93%	Kratt Elementary	89%
Del Mar Elementary	99%	Malloch Elementary	92%	Lawless Elementary	89%
Homan Elementary	98%	Bullard High	92%	Roeding Elementary	89%
Storey Elementary	98%	Sunnyside High	92%	Slater Elementary	89%
Design Science High	98%	Risk Management	92%	Kings Canyon Mid.	89%
Communications	98%	Addams Elementary	91%	Payroll & Benefits	89%
Fiscal Services	98%	Balderas Elementary	91%	Prevention & Intervention	89%
Birney Elementary	98%	Eaton Elementary	91%		
Cooper Middle	97%	Starr Elementary	91%		
Yosemite Middle	97%	Thomas Elementary	91%		
Rata School	97%	Vang Pao Elementary	91%		
Teacher Development	97%	Duncan High	91%		
Calwa Elementary	97%	Edison High	91%		
Jefferson Elementary	96%	Roosevelt High	91%		
Baird Middle	96%	Ayer Elementary	90%		
Tehipite Middle	96%	Ericson Elementary	90%		
Terronez Middle	96%	Lane Elementary	90%		
Fulton School	96%	Robinson Elementary	90%		
School Leadership	96%	Sunset Elementary	90%		
Student Acceleration	96%	Hoover High	90%		
Easterby Elementary	96%	McLane High	90%		
Heaton Elementary	95%	Health Services	90%		
Jackson Elementary	95%				
King Elementary	95%				
Lincoln Elementary	95%				
McCardle Elementary	95%				
Olmos Elementary	95%				
Rowell Elementary	95%				
Williams Elementary	95%				
Patino High	95%				
Centennial Elementary	95%				
Herrera Elementary	94%				
Wilson Elementary	94%				
Phoenix Secondary	94%				
English Learner Services	94%				
Ewing Elementary	94%				
Leavenworth Ele.	93%				
Turner Elementary	93%				
Yokomi Elementary	93%				

Staff (Below Baseline)			
Site/Dept.	**% Favorable**	**Site/Dept.**	**% Favorable**
Vinland Elementary	88%	Burroughs Elementary	83%
Ahwahnee Middle	88%	Mayfair Elementary	83%
Tioga Middle	88%	Bullard Talent K-8	83%
Analysis, Measurement, & Accountability	88%	Curriculum, Instruction & Professional Learning	83%
Early Learning	88%	Information Technology	83%
Nutrition Services	88%	Norseman Elementary	82%
Hidalgo Elementary	87%	Phoenix Elementary	82%
Holland Elementary	87%	Winchell Elementary	82%
Manchester Gate Elementary	87%	Hamilton K-8	82%
Human Resources	87%	Wawona K-8	82%
Powers-Ginsburg Elementary	86%	Fort Miller Middle	82%
Scandinavian Middle	86%	Wolters Elementary	81%
Bakman Elementary	85%	Special Education	81%
Muir Elementary	85%	Kirk Elementary	80%
Pyle Elementary	85%	Maintenance & Operations	78%
Tatarian Elementary	85%	Addicott School	77%
Viking Elementary	85%	Computech Middle	77%
Adult Transition Prog Fairmont	85%	Tenaya Middle	77%
Fresno Adult School	85%	Anthony Elementary	76%
College & Career Readiness	85%	Webster Elementary	76%
Aynesworth Elementary	84%	Lowell Elementary	75%
		Wishon Elementary	75%
		Gaston Middle	75%
		Purchasing & Warehouse	75%
		Figarden Elementary	74%
		Safety and Security	74%
		Fresno High	67%
		Columbia Elementary	66%

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: DISCUSS AND APPROVE

TITLE AND SUBJECT: Discuss and Approve Public Agency Retirement Services Supplementary Retirement Plan for 2025/26

ITEM DESCRIPTION: Included in the Board material is an agreement with Public Agency Retirement Services (PARS) to offer a retirement incentive for eligible employees. The Board of Education adopted a resolution on October 08, 2025, to have PARS administer the program. The Supplementary Retirement Plan (SRP) would provide participating employees with a tax-qualified annuity equal to 80% of their 2025/2026 base salary. The annuity is paid over five years by the district.

The SRP was designed as a retirement incentive program that encouraged eligible employees to retire early. The goal of the program was to generate savings, or at a minimum, create no cost to the district by increasing the number of retirements in the 2025/2026 school year.

This benefit encouraged a total of five hundred and seventy-one (571) employees to enroll in the plan and submit resignation letters no later than June 30, 2026. The potential savings will be determined by the actual individuals who are rehired into these positions.

Each July for the next five years, the district will pay $9,449,003, which includes the annuity and the PARS fees. Retirees will begin receiving their payments in August 2026.

FINANCIAL SUMMARY: Sufficient funds in the amount of $47,245,015 are available in the General Fund budget.

PREPARED BY: Steven Shubin

DIVISION: Business & Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen 



PARS PUBLIC AGENCY RETIREMENT SERVICES

FRESNO UNIFIED SCHOOL DISTRICT

PARS Supplementary Retirement Plan (SRP)

December 17, 2025

PLAN ASSUMPTIONS

	Assumptions
Eligibility Requirements	• Certificated Non-Management, Certificated Management, Classified Non-Management, Classified Management, Supervisory and Confidential employees who are employed by the District in a permanent position with benefits as of October 8, 2025 at an FTE of 0.50 or greater • Age **55** and **5** Years of Consecutive District Service as of June 30, 2026 • Remain in active and paid status through the last day of assigned 25-26 work calendar with resignation effective no later than June 30, 2026 • Resigned from District employment on or before June 30, 2026
Benefit Level	**80% of Final Pay*** **2025-26 final contracted base salary amount adjusted for FTE (full-time equivalence) plus the career increment percentage eligible for addition to the basic salary schedule. Modified career increments (i.e., new longevity) and other additives shall be excluded.*
Replacement Salaries/Positions	Certificated Non-Management: **$84,477** (Based on PARS 2-Year New Hire Study) Certificated Management: **86.38%** of Current Salary (Step 2) Classified Non-Management: **84.67%** of Current Salary (Step 1) Supervisory & Confidential: **90.46%** of Current Salary (Step 2) Classified Management: **86.38%** of Current Salary (Step 2)
Health Care Costs	Active: **$16,940** Retiree (Lifetime): **$22,000** (Age 57.5, hired before 2005: 16.5 yrs service, hired after 2005: 20 yrs service)
STRS/PERS Retirement Plan Costs	**STRS** 2025-26 19.10% 2026-27 19.10% 2027-28 19.10% **PERS** 2025-26 26.81% 2026-27 26.90% 2027-28 27.80%
PARS Plan Funding	Five annual payments of **$9,468,852** paid July 10th of each year beginning in 2026

PARS ANALYSIS METHODOLOGY

Total Compensation Differential between Retiring Employee and Replacement Employee

− Retirement Health Care Cost

− Retirement Incentive Cost

− Current Natural Attrition

− Future Loss in Natural Attrition

\+ Savings due to Non-Replacements

= **Net Savings (Cost)**

PARS RETIREMENTS – 80% OF FINAL PAY

Employee Group	Number of Eligible Employees	Actual Retirements with PARS SRP	% Retirements	Average Retiree Age	Average Retiree Service	Average Retiree Salary
Certificated						
Certificated Non-Management	832	265	31.85%	61.91	29.07	$117,960
Certificated Management	139	56	40.29%	60.99	30.70	$171,128
Classified						
Classified Non-Management	802	224	27.93%	63.51	26.58	$56,258
Supervisory & Confidential	32	9	28.13%	62.86	31.14	$114,615
Classified Management	51	19	37.25%	62.47	26.38	$142,276
Total						
All Employees	**1,856**	**573**	**30.87%**	**62.48**	**28.20**	**$99,789**

FISCAL SUMMARY OF SAVINGS

ALL EMPLOYEES

80% of Final Pay Spend Amount Assuming 573 Retirements (30.87% of Eligible Group)				
Employee Group	**Number of Retirements**	**Projected Savings in Year 1**	**Projected Savings over 3 Years**	**Projected Savings over 5 Years**
All Employees	**573**	**$13,762,401**	**$36,359,613**	**$56,291,748**

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: PRESENT AND DISCUSS

TITLE AND SUBJECT: Hold a Public Hearing to Present and Discuss the Matter of the Endeavor Charter School Request for Material Revision

ITEM DESCRIPTION: Included in the Board material is a charter petition from Endeavor Charter School (ECS) for a material revision to its program.

Specifically, the material revision is requesting the addition of a location with an address located in the same Fresno Unified School District trustee area to provide space for improving their personalized learning program for their existing enrollment. Additionally, to offset the increased costs of this additional location, the material revision is requesting to increase ECS's projected student enrollment by nineteen students in Transitional Kindergarten through third grade, fourteen students in fourth through sixth grade, two students in seventh through eighth grade, and 23 students in ninth through twelfth grade over the next two years.

ECS is one of ten charter schools currently authorized by the Fresno Unified School District. ECS's charter was approved by the Fresno Unified School District Board on February 12, 2020. ECS offers broad and personalized curricular and instructional options to meet varying individual student needs to accelerate and deepen their learning. The charter is located at 777 W. Shaw Ave in Fresno, California. ECS began as an authorized Fresno Unified School District charter school on August 13, 2020.

Per the California Department of Education, Data Quest 2024/25, ECS's population of 333 students is 34.8% Hispanic, 46.8% White, .02% African American, and .07% two or more races. In addition, 1% of students at ECS are designated as English Learners (ELs), 14% receive special education services, and 44.4% qualify for free and reduced meals.

Pursuant to Education Code section 47607(a)(3), "[a] material revision of the provisions of a charter petition may be made only with the approval of the chartering authority." Further, "[a] material revision of a charter is governed by the standards and criteria described in Section 47605."

The Endeavor Charter School petition was submitted to Fresno Unified School District on November 03, 2025, and will be presented to the Board for a decision at the second Public Hearing on January 28, 2026.

FINANCIAL SUMMARY: The estimated fiscal impact to Fresno Unified of the material revision has increased from $1 million to $1.2 million in 2025/26, with projected impacts of $1.5 million in 2026/27 and $1.7 million in 2027/28.

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Chief Academic Officer, Carlos Castillo, Ed.D. Carlos Castillo (Dec 4, 2025 15:32:53 PST)

ENDEAVOR

Charter school



Material Revision

Endeavor Charter School is a flex-based, personalized learning public charter school serving students in grades TK through 12.

Fully Accredited by WASC Accrediting Commission for Schools

We are part of Western Sierra Charter Schools:

Western Sierra Charter Schools

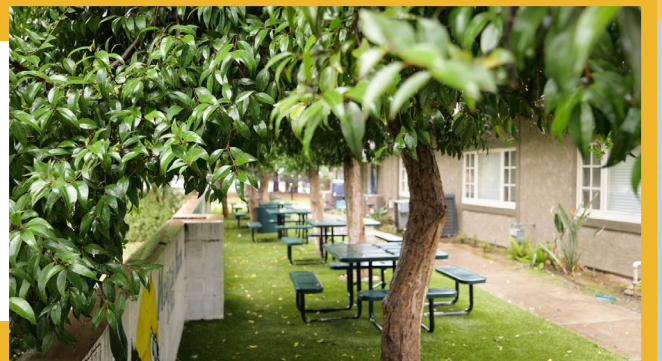
Mountain Home Charter School EST 1994

Glacier High School Charter EST 2002

Endeavor Explorers Est. 2020







Our vision is to create a rigorous, dynamic and accountable learning community that is built upon voluntary association, parent leadership, personalized student learning, and high academic standards for all students.

voluntary association

We embrace voluntary association and the personal agency of students and parents freely choosing to enroll in our school and collaborate on their academic plan with us.



Endeavor students celebrating National School Choice Week.

parent leadership



Students, parents, and teachers collaborating on goals and personalized learning during Launch Day.

We value parents as their children's natural educators, whose leadership and daily involvement drive learning and success.

personalized student learning

We tailor learning to each student's needs, with students and their team creating and regularly reviewing personalized plans using flexible learning pathways.



high academic standards



We ensure every student meets high standards through rigorous, standards-aligned curriculum, dynamic learning, and regular assessments.

Leadership students explore the Reagan Library, showcasing our school's hands-on leadership and career-focused learning experiences.

We accomplish these goals by providing each and every student with:

Professional Guidance

- Each student is paired with a credentialed teacher who works closely with the student and parent.
- The teacher acts as instructor, guide, and counselor, ensuring goals are rigorous yet achievable and progress is monitored.

Direct Instruction

- Standards-aligned instruction in all curricular areas.

Rich Curriculum Options

- A wide variety of high-quality, standards-aligned materials allow fully customized learning programs.

Multiple Assessment Options

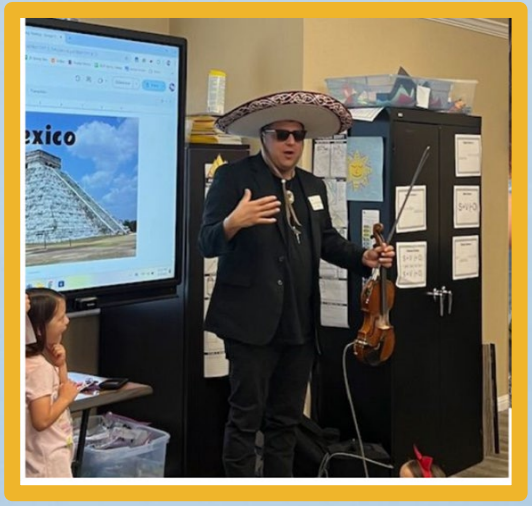
- Student progress is continuously monitored using multiple measures, shaping and guiding personalized learning plans.

Student & Parent survey Results

Spring 2025

Parents participated in a multi-cultural unit in our Kindergarten class contributing to learning by teaching lessons about their cultures—from Russia to Mexico to Japan.







Spring 2025 - Parent Survey Results

100% of TK-8th parents & **100%** of H.S. parents rated their **overall schooling experience with ECS** as satisfactory, above average or excellent.

100% of TK-8th parents & **100%** of H.S. parents rated how well ECS **support their needs as the parent/guardian teacher** as satisfactory, above average or excellent.

100% of TK-8th parents & **95%** of H.S. parents rated the school **provides textbooks & other learning materials to meet their child's educational needs** as satisfactory, above average or excellent.

100% of TK-8th parents & **100%** of H.S. parents feel their **Advising Teacher takes the time to discuss their student's grades, academic progress , successes or areas of improvement with them.**

100% of TK-8th parents & **100%** of H.S. parents said **YES** when asked if they **feel safe when on campus.**

100% of TK-8th parents & **100%** of H.S. parents rated how well ECS **support their child's educational related technology** as satisfactory, above average or excellent.

Spring 2025 - Student Survey Survey Results

100% of TK-8th students & **100%** of H.S. students rated ECS as satisfactory, above average or excellent when asked if **they receive encouragement from teachers and other staff.**

100% of TK-8th students & **100%** of H.S. students rated ECS as satisfactory, above average or excellent when asked if **ECS works w/their parent/guardian to help them do their best in school.**

100% of TK-8th students & **100%** of H.S. students rated ECS as satisfactory, above average or excellent when asked if **their school is clean and in good condition.**

100% of TK-8th students & **100%** of H.S. students said **YES** they **feel safe when on campus.**

96% of TK-8th students & **100%** of H.S. students **feel their Advising Teacher (& other teachers), take the time to discuss grades, academic progress, success or areas for improvement with them and their parents.**

100% of TK-8th students & **98%** of H.S. students rated ECS as satisfactory, above average or excellent when asked if **they feel welcomed, valued, connected to others in their school community.**

parsec education



Endeavor Charter

Material Revision Data

Presented by Parsec Education

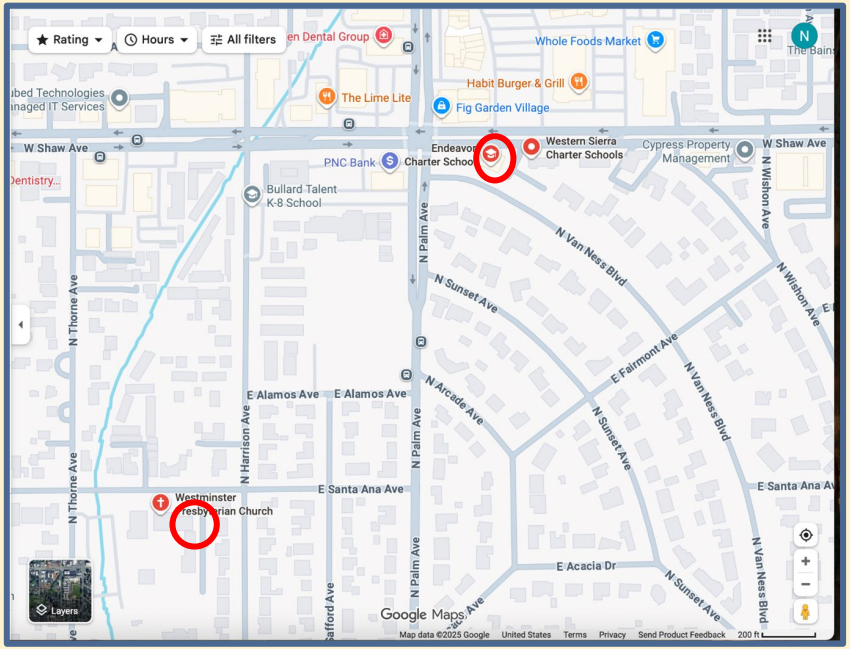
10-17-2025

Facility Expansion to Optimize Programs

Proposed Change: Lease an additional facility at 50 E. Santa Ana Ave., Fresno, CA 93704 (0.6 miles from current West Shaw site)

Reasons for Revision:

- Current West Shaw facility is insufficient to accommodate current enrollment.
- Need additional classroom space to optimize learning opportunities.
- Current plan is the separation of primary (TK–6) and secondary (7–12) programs for more tailored instruction.



dditional building in same Trustee boundary as our current building.

aterial revision predicated on successful completion of the new ease.

How the Expansion Supports OUR TK–12 Students

Benefits of Additional Facility:

- **Age-Appropriate Learning Environments:** Instructional spaces and resources tailored to developmental needs.
- **Improved Safety & Supervision:** Reduced age gaps enhance safety and behavior management.
- **More Focused Academic Programs:** Libraries, support services, and interventions aligned to grade levels.
- **Dedicated Playground & Field Access:** Space for students' play, athletics, and PE programs.
- **Traffic & Parking Improvements:** Reduced congestion via separate drop-off/pick-up locations.
- **Expanded Enrichment & Classes:** Flexibility to offer grade-specific electives and programs.



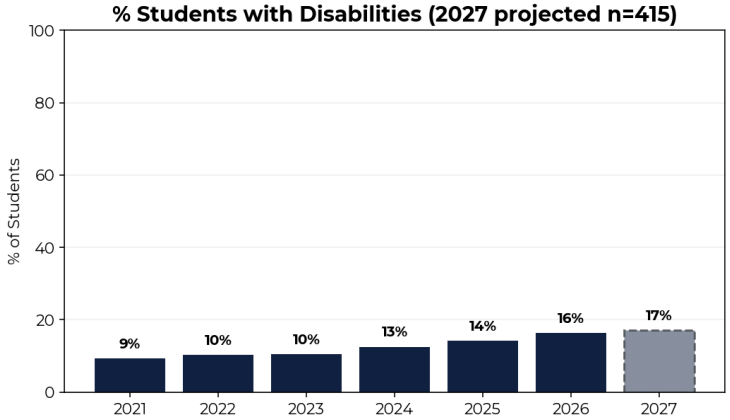


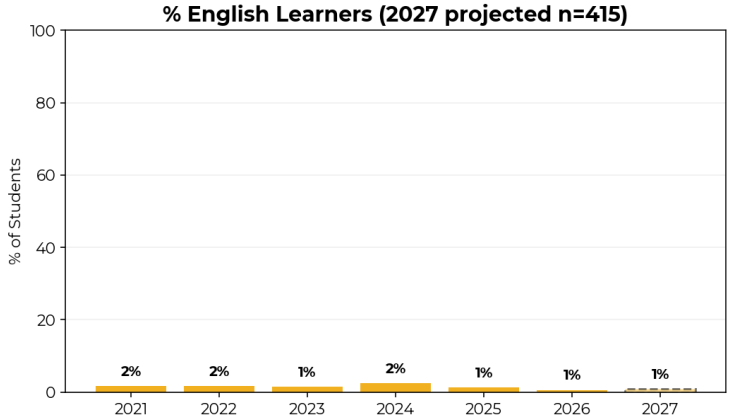


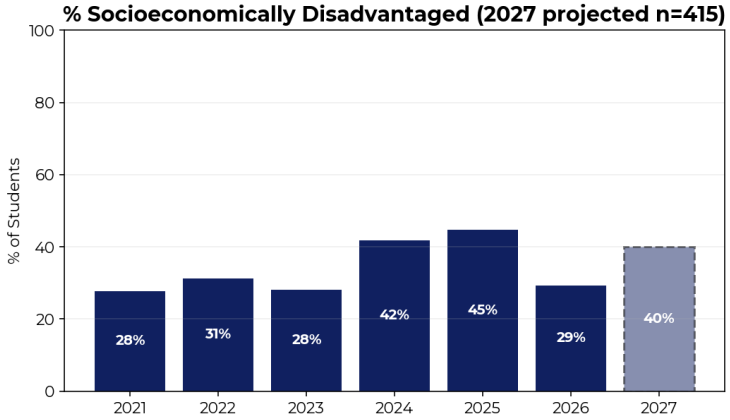
Enrollment

Student Group Enrollment Trends with 2026 Projection

2027 Projections based on linear projection of 2023-2026 trends

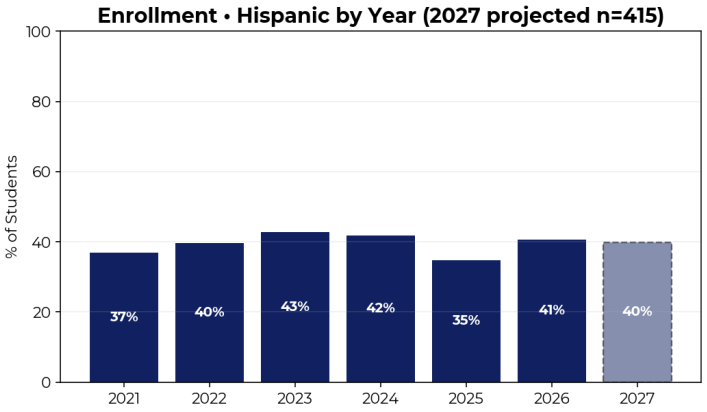


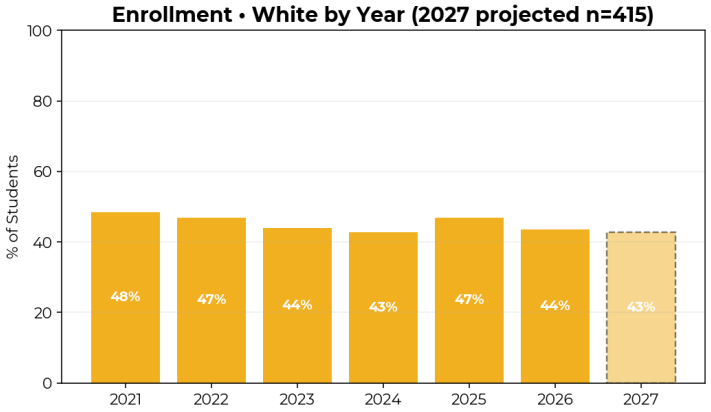


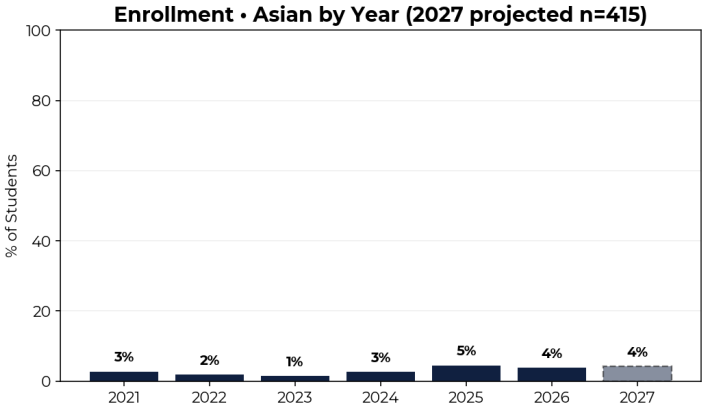


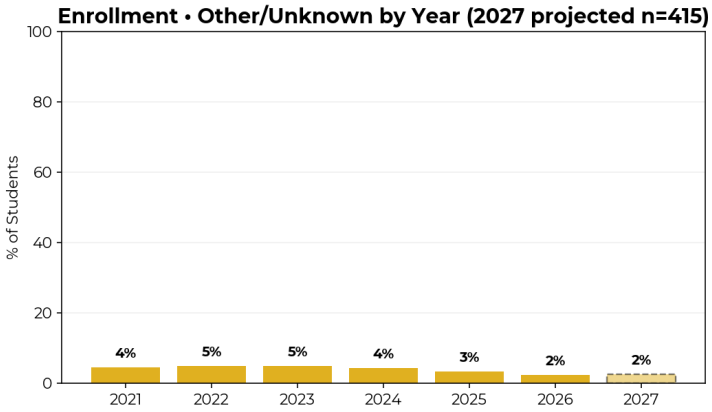
Enrollment Trends by Race with 2026 Projection

2027 Projections based on linear projection of 2023-2026 trends









Enrollment Trends by Race with 2026 Projection

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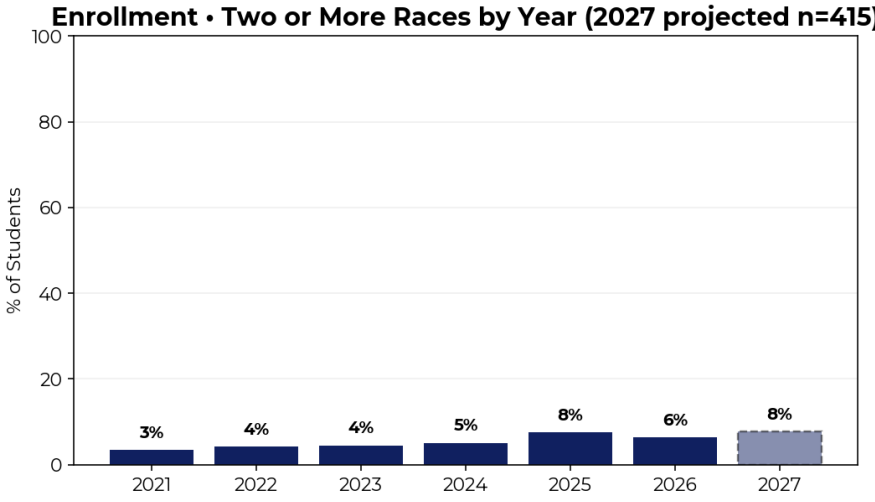
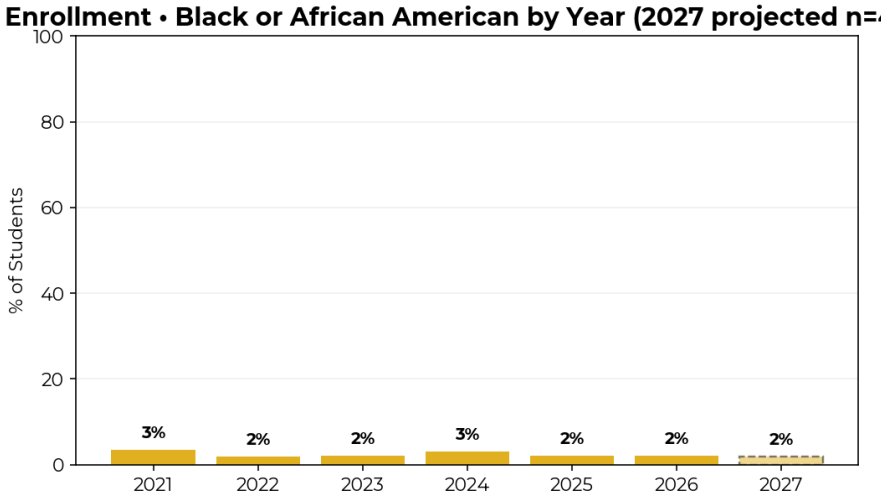
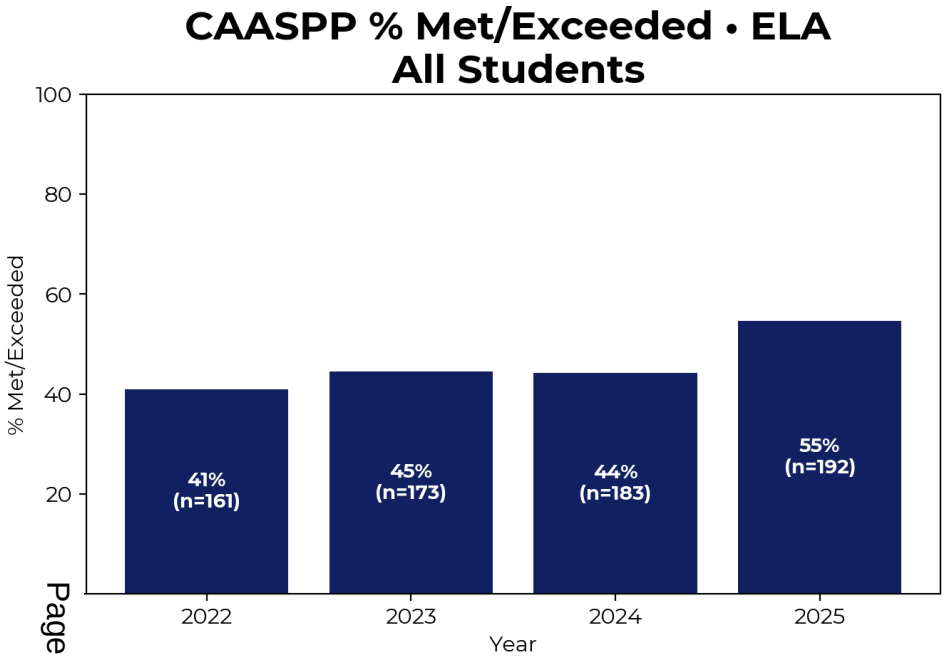
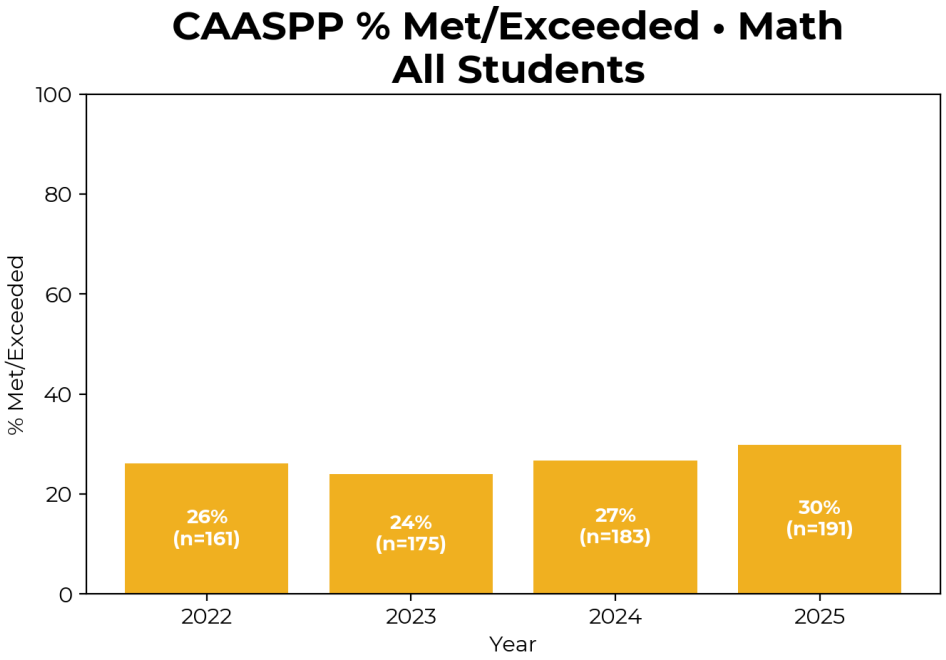




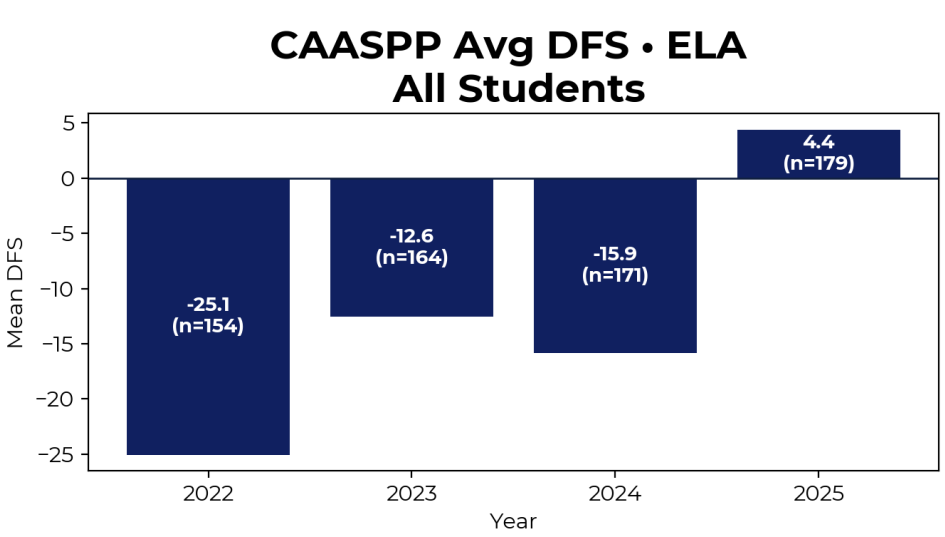
CAASPP Data

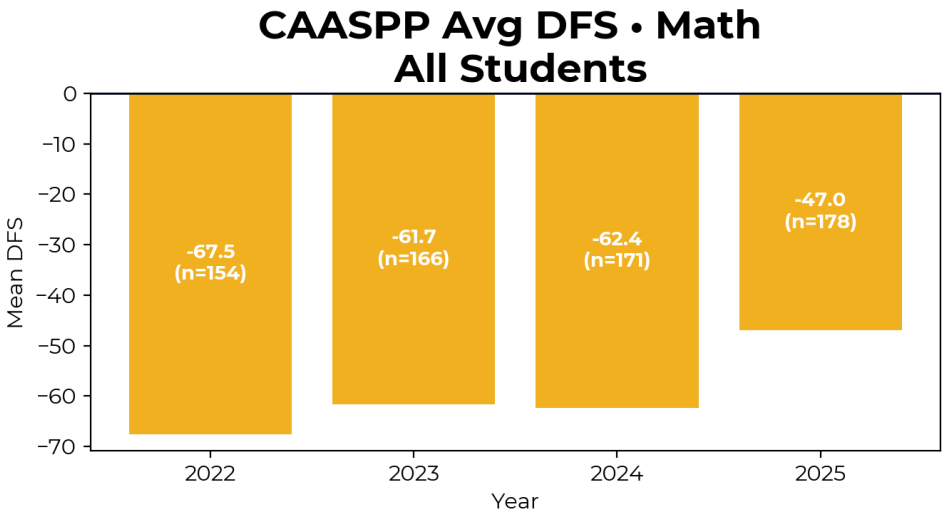
% Mets or Exceed Trends



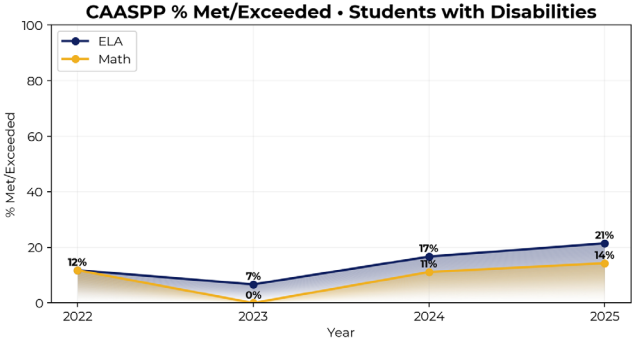


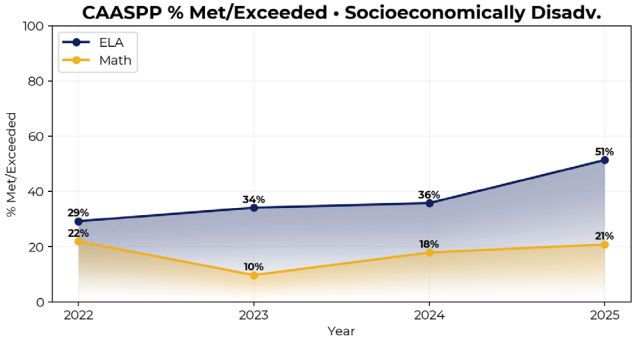
DFS Trends

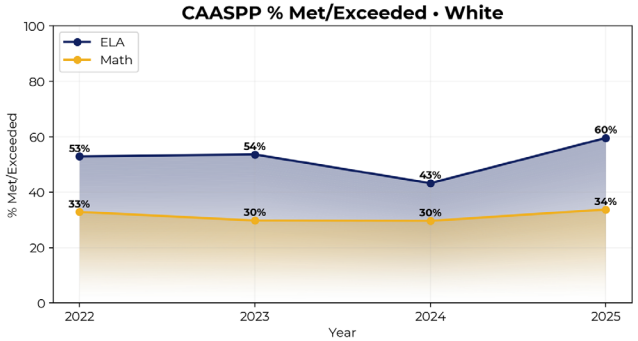

CAASPP Avg DFS • ELA
All Students
Mean DFS
5
0
−5
−10
−15
−20
−25
-25.1
(n=154)
-12.6
(n=164)
-15.9
(n=171)
4.4
(n=179)
2022
2023
2024
2025
Year

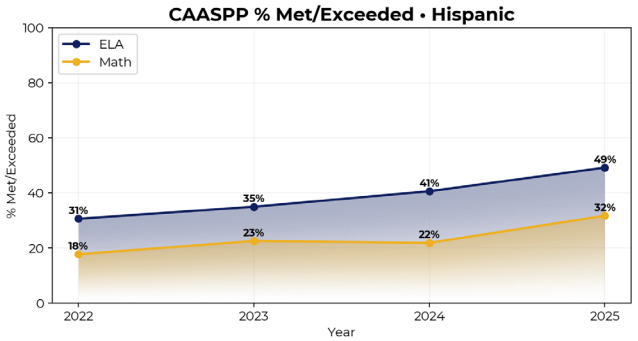

CAASPP Avg DFS • Math
All Students
Mean DFS
0
−10
−20
−30
−40
−50
−60
−70
-67.5
(n=154)
-61.7
(n=166)
-62.4
(n=171)
-47.0
(n=178)
2022
2023
2024
2025
Year

Performance Trends by Student Group

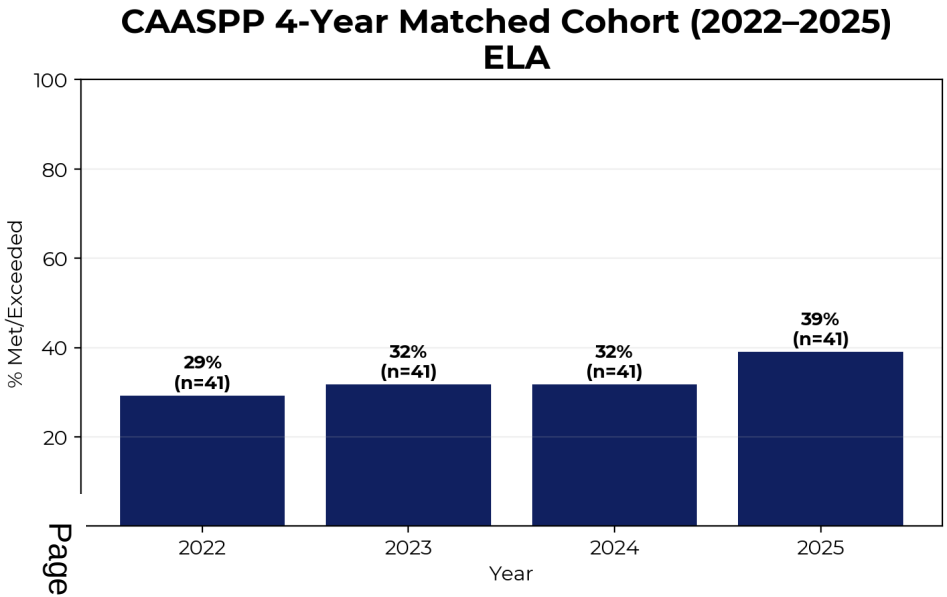


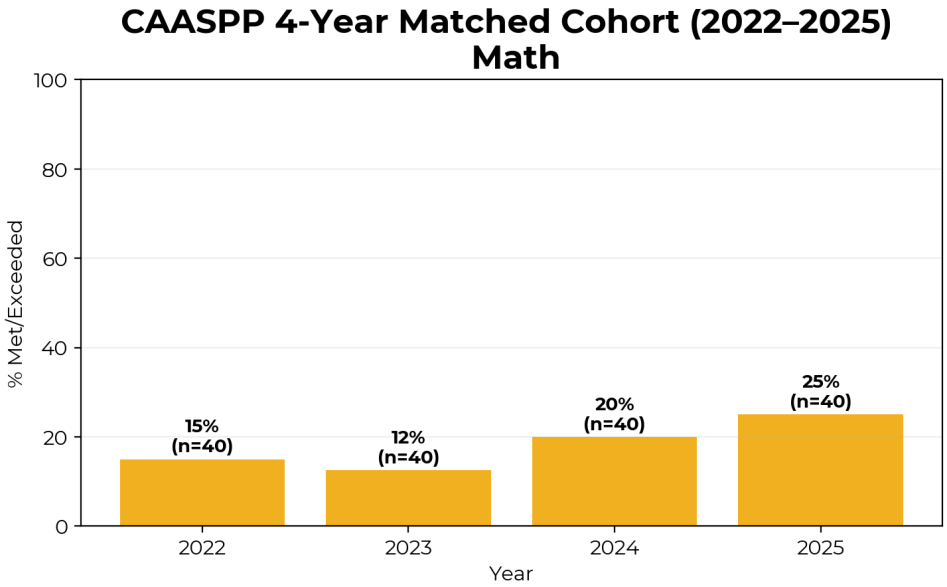






4-Year Matched Cohort Performance

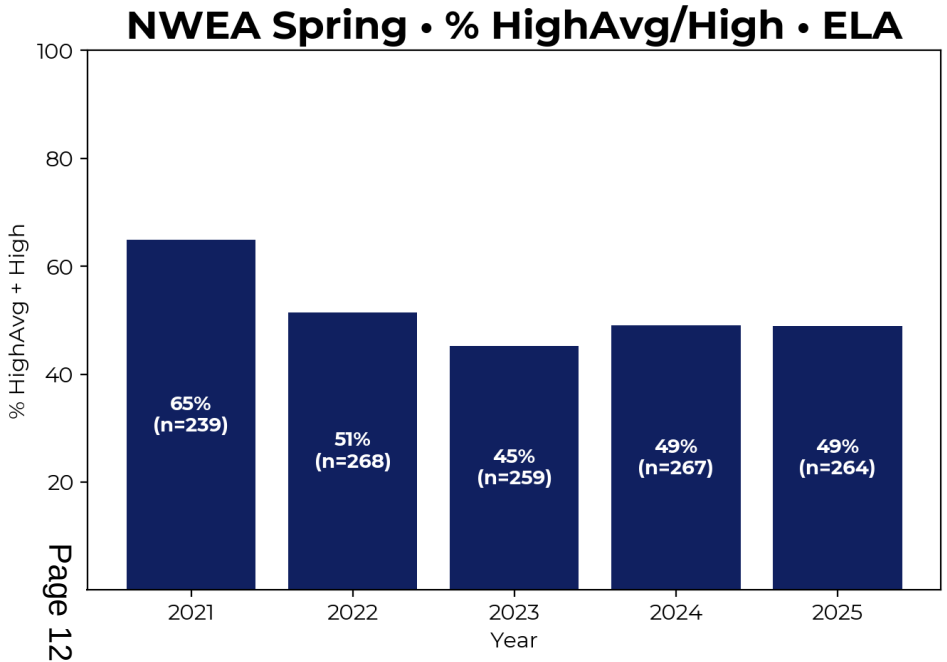


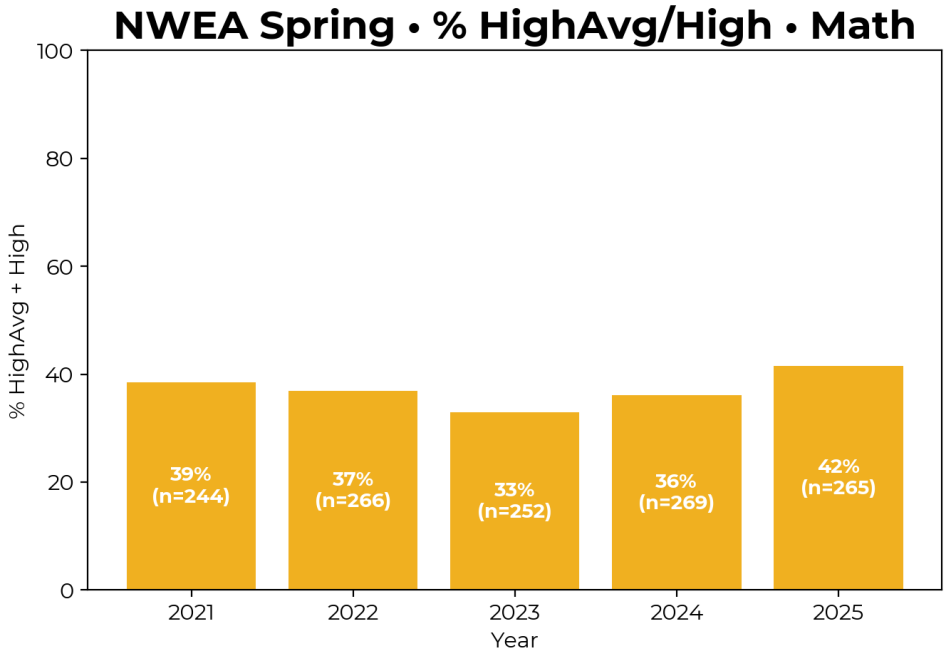


These charts show the performance trends of students that tested at Endeavor in all years 2022-2024.

NWEA

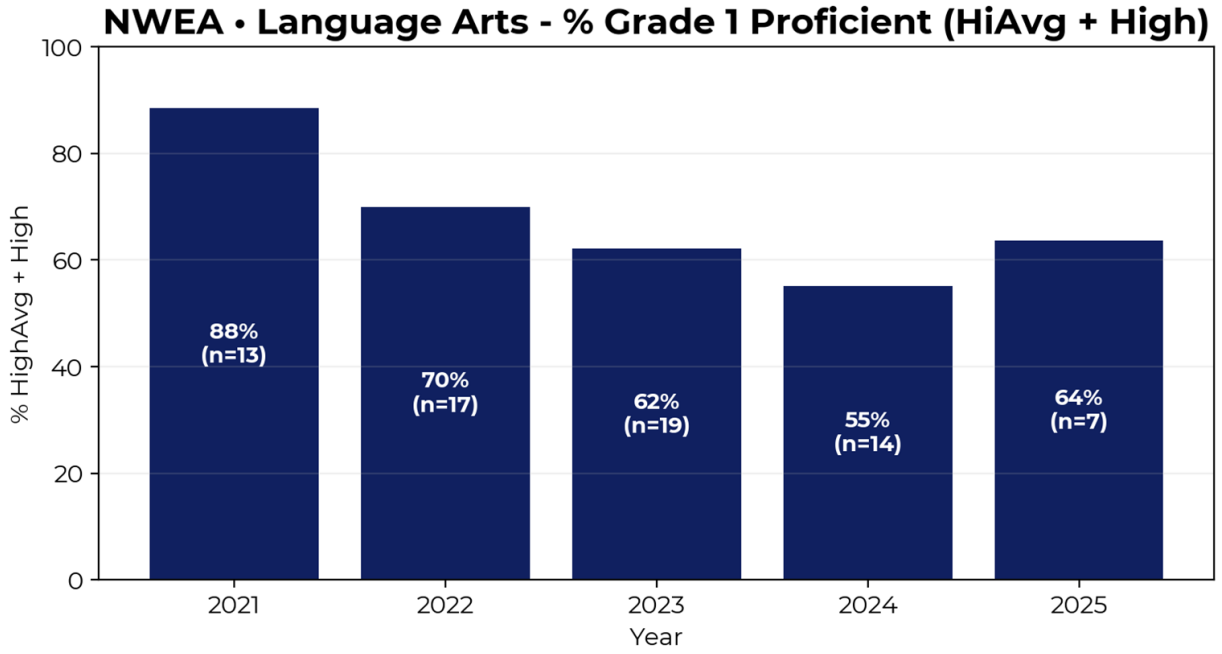
NWEA Performance Trends





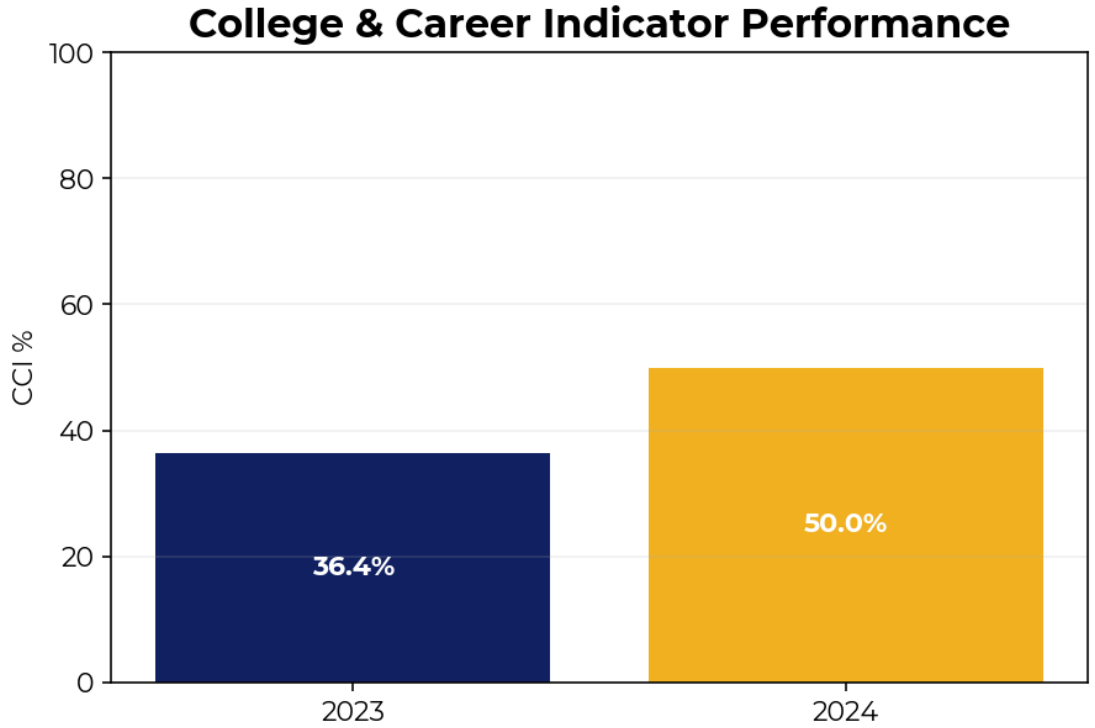
Alignment to FUSD Goals

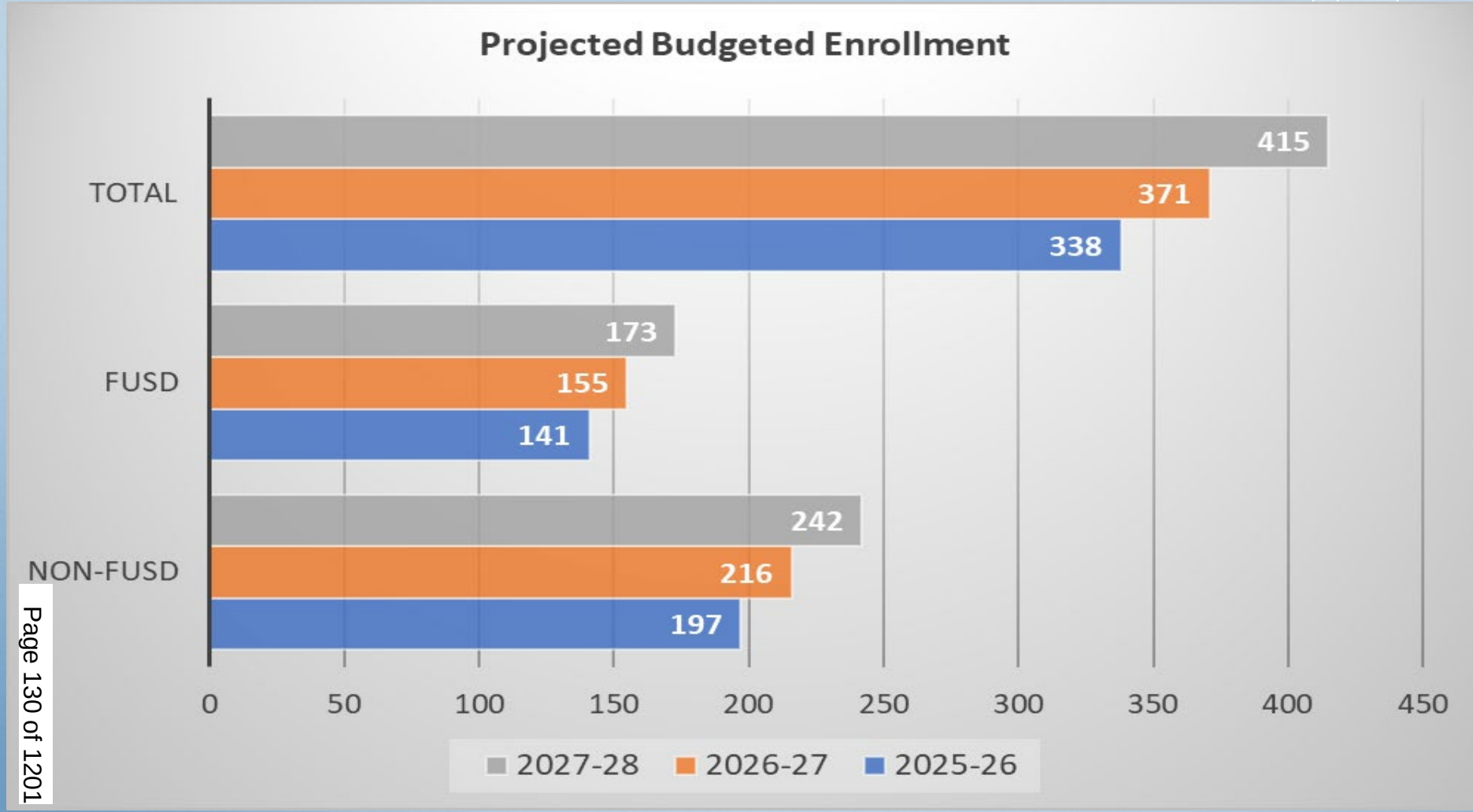
Goal: Raise percentage of first graders who are proficient in literacy from 48% → 80% by June 2030



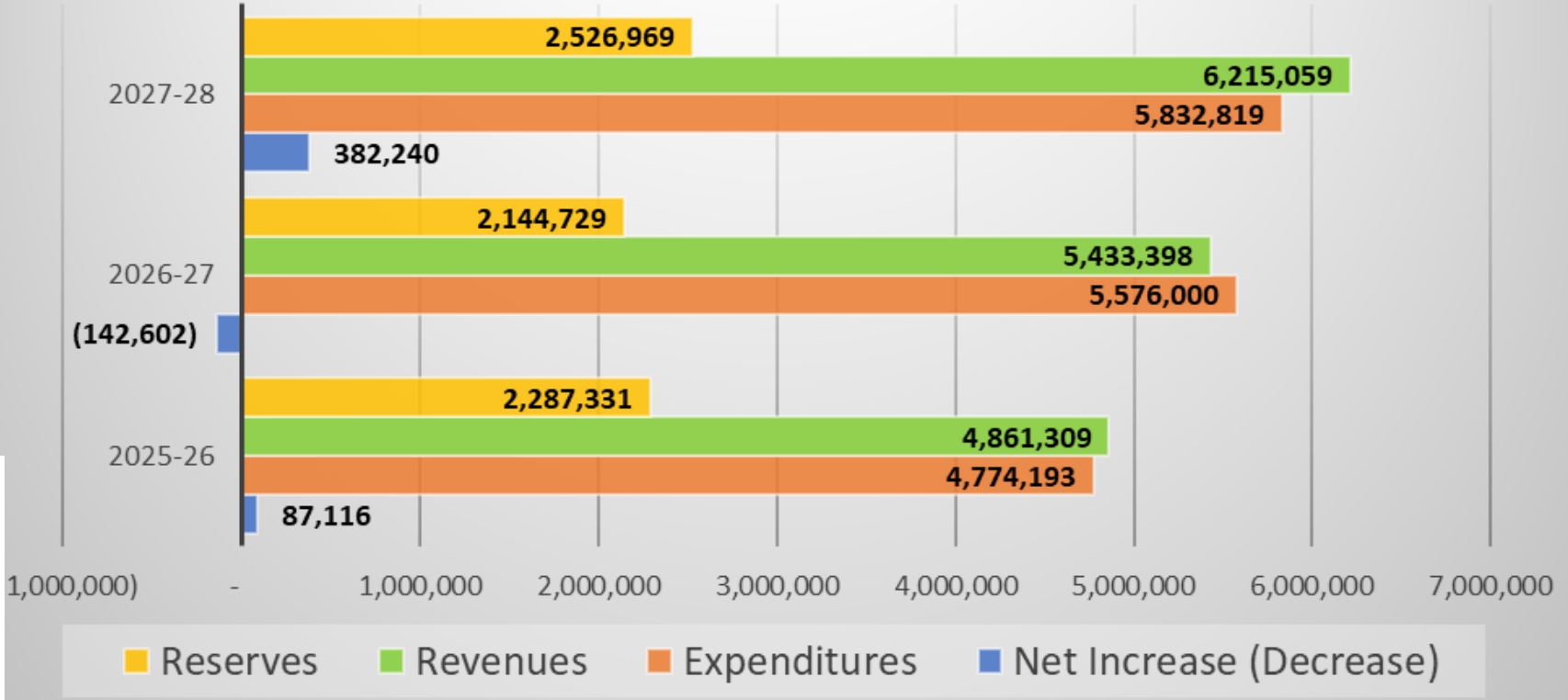
Endeavor is aligning efforts with FUSD's early literacy goals and refining our benchmark assessment practices to collect more accurate, actionable data in support of increased proficiency.

Goal: Raise the percentage of high school graduates who are "college and career ready from 43% → 64% by 2030




Projected Budgeted Enrollment
TOTAL
FUSD
NON-FUSD
415
371
338
173
155
141
242
216
197
0
50
100
150
200
250
300
350
400
450
2027-28
2026-27
2025-26

Projected Reserves, Revenues, Expenditures, and Net Increase (Decrease) in Fund Balance



Enhancing Safety, Learning, and Opportunities

Leasing 50 E. Santa Ana Ave. as part of this material revision will provide:

- Age-appropriate classrooms
- Enhanced safety and supervision
- Focused academics and grade-level programs
- Dedicated playgrounds and fields
- Better traffic and drop-off flow
- Expanded electives and enrichment
- Tailored TK–6 and 7–12 programs



Thank you.



slidesgo

Endeavor Charter School

Operated by: Western Sierra Charter Schools

ESTABLISHMENT CHARTER PETITION FOR THE TERM July 1, 2020 through June 30, 2028

Material Revision Submitted November 3, 2025

Approved by Western Sierra Charter Schools Board 11/12/2019
Approved for the full term by Fresno Unified School District Board 2/12/2020

Submitted to

Fresno Unified School District

Michael Cox, Executive Director
mcox@wscfamily.org
559-642-1422 Ext. 102
41267 Highway 41
Oakhurst, CA 93644

WESTERN SIERRA
CHARTER SCHOOLS
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Tel 559.642.1422
Fax 559.642.1592

WSCS Fresno
777 West Shaw Ave,
Fresno, CA 93704
Tel: 559.248.0471
Fax: 559.248.0482

November 3, 2025

Via Email:
charteroffice@fresnounified.org
cc: felicia.olais@fresnounified.org

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

Re: Request for Material Revision of Endeavor Charter School

Dear Fresno Unified School District Board of Education:

Western Sierra Charter Schools, which operates Endeavor Charter School ("ECS" or the "Charter School") respectfully submits this request for a material revision (the "Material Revision") of its charter (the "Charter") to the Fresno Unified School District ("FUSD" or the "District"), to add a new site. Consistent with FUSD's "Charter School Petition Material Revision" manual, ECS addresses the requirements for the cover letter as follows:

A. **Detailed description of the change(s)**

The Charter School's primary facility is located at 777 and 723 West Shaw, Fresno, CA 93704. Through this material revision request, ECS proposes to operate an additional facility. The nature and scope of the change associated with this material revision is to enter a lease at 50 E. Santa Ana Ave., Fresno, CA 93704, within the District's boundaries. This new space would allow the Charter School to improve its operations and service to students by moving the transitional kindergarten ("TK")-6 grades program to its own space. This facility utilization plan is our intended strategy at this point. However, it may become necessary to utilize each facility in a different way based upon various circumstances that may arise in the future. The additional site is 0.6 miles from the current West Shaw location and within the same FUSD Trustee boundaries as our existing building. The material revision would take effect only upon the successful completion of the lease.

Please see **Attachment A** for Facility Plan.

WSCS Oakhurst
41267 Highway 41,
Oakhurst, CA 93644
Tel 559.642.1422
Fax 559.642.1592

WSCS Fresno
777 West Shaw Ave,
Fresno, CA 93704
Tel: 559.248.0471
Fax: 559.248.0482

Endeavor has an existing wait list and we will seek to increase enrollment by 33 students in 2026/27 and 44 students in 2027/28 to service this wait list. This increased enrollment will help offset the additional operational expense we will incur by leasing the additional facility. Endeavor's current enrollment is 338. The additional students will increase the enrollment to 371 in 2026/27 and 415 in 2027/28. This increasing enrollment represents a Year over Year increase of 9.8% and 11.86% respectively. Of these new students we project approximately 14 will come from within the Fresno Unified School District boundaries in 2026/27 and 18 in 2027/28.

B. Impact of the change(s) on the educational program

The addition of this educational space will improve Endeavor Charter School's service to students in a variety of necessary and important ways. First and foremost, Endeavor Charter School's current building space is insufficient to optimally accommodate and serve our current enrollment. We need more classroom space to provide our many on-site, classroom-based learning opportunities for our students.

Second, Endeavor Charter School is seeking to offer improved and tailored guidance and learning opportunities specific to student grade range. Our purpose is to use the proposed new location to serve our TK-6 grade students. We are currently planning for the existing building at 777 West Shaw to continue to serve our 7-12 grade students, allowing ECS to more thoroughly prepare our middle school grade students for high school, university and career. This facility utilization plan is our intended strategy at this point. However, it may become necessary to utilize each facility in a different way based upon various circumstances that may arise in the future. Adding this new site comports with our other efforts in guidance, instruction and activities to better tailor both the primary side of our program and the secondary side of our program to those students' needs.

Furthermore, this additional building will better serve our students by providing the following:

- Age-Appropriate Learning Environments – Instructional spaces and resources tailored to specific developmental needs.
- Improved Safety and Supervision – Reduced age gap enhances student safety and behavior management.
- More Focused Academic Programs – Libraries, support services, and interventions aligned to grade-level needs.
- Playground Access – Dedicated space for younger students' play and development. Field Usage – Access to the field for athletics and physical education programs.
- Traffic and Parking Improvements – Reduced congestion by separating drop-off/pick-up times and locations.
- Expanded Enrichment and Class Opportunities – More flexibility to offer grade-specific electives and programs.

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C. Fiscal Impact of the Change

The budget has been updated to reflect the increased cost of the new facility. Enclosed as **Attachment B** is a budget for the remainder of the charter term, showing the cost of the proposed facility.

D. Charter Element(s) Impacted by the Change

In addition to describing new requirements of law enacted since the Charter School's charter was last approved, ECS has revised the following:

- Additional Provisions, Section II: Facilities
  - Updated to reflect the proposed site location.

E. Description of the operations at the new site

The additional site will house our entire TK-6 program which includes all TK-6 staff (teachers, support staff, safety and administration). This site will be used for the entire TK-6 program, including: parent-teacher Advising Meetings, onsite classes, Special Education supports, remedial services, staff professional development, parent workshops, sports and P.E. programs and school culture activities. This facility utilization plan is our intended strategy at this point. However, it may become necessary to utilize each facility in a different way based upon various circumstances that may arise in the future.

Please find the draft lease agreement as **Attachment C.**

The new, additional facility complies with the terms of the MOU between FUSD and Endeavor Charter School.

F. Reasonably comprehensive description of any new requirements of law since the charter was approved or last renewed

A reasonably comprehensive description of any new requirements of law since the charter was approved is included within the revised Charter itself, which is provided as **Attachment D** to this submission. The redlined version of the Charter reflecting the changes is provided as **Attachment E.** These changes primarily include updates to governing law for each charter element, as well as:

WESTERN SIERRA
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Tel: 559.248.0471
Fax: 559.248.0482

- Affirmations and Declarations
- Element 1: Independent Study Master Agreement requirements; graduation requirements
- Element 2/Element 3: LCAP mid-year report
- Element 4: Ethics training requirement; student representation to the Board
- Element 6: Updated requirements for the School Safety Plan and other health and safety requirements applicable to charter schools
- Element 10: Inclusion of AB 2711 requirements

The Charter School's Board has formally authorized the submission of the Material Revision, which is documented in Attachment F. The Charter School looks forward to working with your office to efficiently and timely process this request. Should you have any questions, please do not hesitate to contact me at mcox@wscsfamily.org or by phone at (559) 642-1422 extension 102.

Sincerely,

Michael Cox
Executive Director, Western Sierra Charter Schools

Attachment A
Endeavor Charter School
Additional Facility Plan

Overview:

This is a general description of our proposed facility which meets our anticipated need. **The prospective facility is located at 50 E. Santa Ana Ave., Fresno CA 93704.**

Facility Needs:

Based upon the number of students, teachers, classes, and class schedule, we estimate that we need approximately 7500 - 8000 square feet. The space will be comprised of the following:

5 classrooms of approximately 600 sf per classroom	
3000 sf	
1 Parent/Student curriculum room approximately 500 sf	
500 sf	
2 Divided Rooms for Teacher office spaces of approximately 450 sf	900 sf
4 Bathrooms of approximately 250 sf per bathroom	1000 sf
1 Reception area of approximately 200 sf	
200 sf	
1 Storage area of approximately 200 sf	
200 sf	
1 Shared Conference Space approximately 990 sf	
990 sf	
Custodial storage areas of approximately 300 sf	
350 sf	
Circulation/Hallways	
750 sf	
Total	**7,890 sf**

Outside/Recreational Space:

A general open field space of approximately 30,000 square feet.

A playground with structures of approximately 9,000 square feet.

Parking Facilities:

Currently marked with concrete curb bumpers

117 General use and marked spaces available

9 Accessible Parking Spaces

With a 9’ standard for parking spaces, this equates to 1,134 linear feet with approx. 20’ wide access ways

Attachment B

Endeavor Charter School - Material Revision - Budget Overview

Format and Methodology of Report

The projected budget covers the period of the Material Revision (FY 26-27 and FY 27-28) and includes the current year (FY 2025-26) as a baseline year against which the two subsequent years are compared. The Multi-year Projection is in the standard format utilized for Interim Reports. The Supporting Detail document describes changes from the Baseline year of 2025-26 to 2026-27 and 2027-28 in both percentage and dollar terms. The categorical descriptions are shown in column one. The baseline figures (FY 2025-26) are in column two (in gray) while FY 2026-27 is in column three and FY 2027-28 is in column four. A description of the reasons for the changes from the baseline year are provided by category of revenue or expenditure under the heading of Detail of Change by Year under the section heading for each category in column one. Please see the Supporting Detail document for additional detail when reading this overview.

Note: The FY 2025-26 figures in this Material Revision projection reflect a reduction in the LCFF Revenue projection of $204,397.00 as compared to the FY 2025-26 Adopted Budget. (No other revenue or expenditure projections were adjusted for FY 2025-26.) The most recent projection of enrollment for this Material Revision for FY 2025-26 is 338 (ADA of 329.55) with a COLA of 2.3% while the Adopted Budget utilized an enrollment of 355 (ADA of 347.90) with the same COLA of 2.3%. This reduction in enrollment of 17 reflects both a change in the approach to teacher assignments and programmatic considerations as well as a clarification of the MOU requirements for allowable increases in enrollment year-over-year. The absence rate was also increased from 1.86% to 2.5% to reflect a more conservative approach to this metric in case of a COVID resurgence.

Significant Year-over-Year Budget Changes

REVENUES

LCFF Revenues

Projected Enrollment in FY 2025-26 is 338, for FY 2026-27 it is increased by 33 to a total of 371. Increased enrollment accounts for additional revenue of $425,277.82 and the projected COLA of 3.02% accounts for $125,908.18 for a grand total of $551,186.00. Of the 33 additional students projected in FY 2026-27 we estimate that 14 will come from a population that resides within FUSD boundaries. Please see the bottom of the Multi-Year Projection for Grade Span Enrollment and ADA projections.

Projected Enrollment in FY 2026-27 is 371, for FY 2027-28 it is increased by 44 to a total of 415. Increased enrollment accounts for additional revenue of $595,838.68 and the projected COLA of 3.42% accounts for $161,435.32 for a grand total of $757,274.00. Of the 44 additional students projected in FY 2027-28 we estimate that 18 will come from a population that resides within FUSD boundaries.

These enrollment projections seem reasonable, and conservative given our Waitlist/Lottery list for 2025-26 was 159 over the lottery time period.

Other Revenue

As a conservative approach to budgeting, we have only increased the other revenues by the projected COLAs for those years and without adding dollars for increased enrollment.

Total Revenues

A Year over Year increase of Revenues of $572,089.35 for FY 2026-27 and $781,660.90 for FY 2027-28 are projected based upon the increases in enrollment and the projected COLA's for those years based upon the FCMAT LCFF Calculator.

EXPENDITURES

Certificated Salaries

One new teacher will be hired in FY 2026-27 and one new teacher will be hired in FY 2027-28. These teacher hires, along with work assignment adjustments for pre-existing teachers will cover the growth in enrollment while achieving a Pupil Teacher Ratio of 20.62 and 21.81 for FY 2026-27 and FY 2027-28 respectively. The salary of $73,736.00 for FY 2026-27 and $75,210.72 for FY 2027-28 is based on an average of the projected teacher salaries in those respective years. Payroll Inflation of 3% per year accounts for the additional cost increase for this category.

Classified Salaries

One new Receptionist, one new Administrative Technician, and one new Playground Supervisor at a 10-month salary cost of $31,140.00, $34,600.00, and $31,140.00 respectively will be hired in FY 2026-27. No additional classified staff will be hired in 2027-28. Payroll Inflation of 3% per year accounts for the additional cost increase for this category.

Employee Benefits

STRS and PERS benefit cost increases include the cost of the new position salaries noted above at a rate of 19.1% for STRS and 26.81% for PERS as well as the increased payroll inflation rate for all existing employees in these categories. OASDI/Medicare costs are

calculated at 6.2% and 1.45% respectively. Health & Welfare costs are increased by $13,000.00 per new position. $13,000.00 is the amount Endeavor covers for health insurance for each fulltime employee. The increase is $13,000.00 multiplied by four in FY 2026-27 and $13,000.00 multiplied by one in FY 2027-28. Unemployment Insurance and Workers' Compensation Insurance increased accordingly to as well. Recurring Cost Inflation of 3% accounts for $11,377.04 for FY 2026-27 and $14,983.81 for FY 2027-28.

Books and Supplies

Additional costs for Textbooks and Core Curricula are estimated to be $5,000.00 in FY 2026-27 and $7,000.00 in FY 2027-28. Additional Books and Other Reference Materials costs of $5,000.00 in FY 2026-27 and $7,000.00 in FY 2027-28 are projected. Additional Materials and Supplies costs for new students are projected to be $20,000.00 in FY 2026-27 and $30,000.00 in FY 2027-28. One-Time costs for Non-capitalized Equipment for things like chromebooks, desks, and other items for instructional, support, and administrative purposes are projected at $100,000.00 for FY 2026-27 and $55,000.00 for FY 2027-28. Additional food costs are estimated at $1,000.00 for FY 2026-27 and $2,000.00 for FY 2027-28. Recurring Cost Inflation of 3% accounts for $9,555.36 for FY 2026-27 and $13,772.02 for FY 2027-28.

Services and Other Operating Expenditures

Additional Annual Insurance costs for the new property lease and equipment are estimated to be $5,000.00 in FY 2026-27 and $1,000.00 in FY 2027-28. Additional Operational and Housekeeping costs of $2,000.00 per month in FY 2026-27 and $100 in FY 2027-28 per month are estimated for the new location. The new lease cost at the 50 E. Santa Ana Location is $1.34 per square foot for approximately 7,890 square feet with a 3% increase per year. Additional costs for Professional/Consulting Services and Operating Expenditures for things like instructional and administrative IT and other professional services costs for instructional, support, and administrative purposes are projected at $5,000.00 for both FY 2026-27 and FY 2027-28. Additional Communications costs for new services are estimated at $15,000.00 for FY 2026-27 and $500 for FY 2027-28. Recurring Cost Inflation of 3% accounts for $30,219.69 for FY 2026-27 and $36,404.72 for FY 2027-28.

Capital Outlay

One-time costs of $100,000.00 are projected for both FY 2026-27 and FY 2027-28. These costs include improvements to the buildings and property of the leased facility to adapt it to instructional use. This includes IT cabling, additional storage buildings, outside equipment, improved security and CCTV, etc.

Total Expenditures

Total additional expenditures over the baseline year of 2025-26 are projected to be $801,807.04 for FY 2026-27 (including one-time costs of $200,000.00) and $256,819.40 (including one-time costs of $155,000.00) for FY 2027-28.

Excess (Deficiency) of Revenues over Expenditures

Excess (Deficiency) of Revenues over Expenditures changed from $87,116.00 in the baseline year of FY 2025-26 to ($142,601.68) in FY 2026-27 and $382,239.82 in FY 2027-28.

ENDING FUND BALANCE, RESERVES

The projected ending fund balance decreased by $142,601.68 from $2,287,331.00 at year end FY 2025-26 to $2,144,729.32 at year end FY 2026-27. The projected ending fund balance increased by $382,239.82 at year end FY 2027-28 to $2,526,969.14 from the prior year end projection.

RESERVE BALANCE AS A PERCENTAGE OF TOTAL EXPENDITURES

The projected balance of reserves as a percentage of total expenditures for FY 2025-26 is 47.91%, 38.46% for FY 2026-27, and 43.32% for FY 2027-28. These changes are a result of the amount of the Excess or Deficiency of Revenues over Expenditures for each of the fiscal years noted above.

CHARTER SCHOOL MATERIAL REVISION MULTI-YEAR PROJECTION
FISCAL YEARS 2025-26 / 2026-27 / 2027-28

Endeavor Charter School Fresno Unified School District		2025-2026 Budget			2026-2027 Budget - Material Revision			2027-2028 Budget - Material Revision		
Description	Object Code	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
REVENUES										
1. Local Control Funding Formula										
Charter Schools LCFF Entitlement - State Aid	8011	2,581,368.00		2,581,368.00	2,978,786.00		2,978,786.00	3,527,505.00		3,527,505.00
Education Protection Account State - Current Year	8012	1,175,614.00		1,175,614.00	1,329,382.00		1,329,382.00	1,537,937.00		1,537,937.00
State Aid - Prior Years	8019	0.00		0.00	0.00		0.00	0.00		0.00
Tax Relief Subventions	8020-8039	0.00		0.00	0.00		0.00	0.00		0.00
County and District Taxes	8040-8079	0.00		0.00	0.00		0.00	0.00		0.00
Miscellaneous Funds	8080-8089	0.00		0.00	0.00		0.00	0.00		0.00
LCFF Transfers:		0.00		0.00	0.00		0.00	0.00		0.00
Transfers from Sponsoring LEA (In Lieu of Property Taxes)	8096	412,163.00		412,163.00	412,163.00		412,163.00	412,163.00		412,163.00
Other Transfers	8091, 8097	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total, Local Control Funding Formula		4,169,145.00	0.00	4,169,145.00	4,720,331.00	0.00	4,720,331.00	5,477,605.00	0.00	5,477,605.00
2. Federal Revenues (see NOTE on last page)										
No Child Left Behind	8290		0.00	0.00		0.00	0.00		0.00	0.00
Special Education - Federal	8181, 8182		64,783.00	64,783.00		66,739.45	66,739.45		69,021.94	69,021.94
Child Nutrition - Federal	8220		0.00	0.00		0.00	0.00		0.00	0.00
Other Federal Revenues	8110, 8260-8299	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total, Federal Revenues		0.00	64,783.00	64,783.00	0.00	66,739.45	66,739.45	0.00	69,021.94	69,021.94
3. Other State Revenues										
Special Education - State	StateRevSE		0.00	0.00		0.00	0.00		0.00	0.00
All Other State Revenues	StateRevAO	68,506.00	228,643.00	297,149.00	70,574.88	235,548.02	306,122.90	72,988.54	243,603.76	316,592.30
Total, Other State Revenues		68,506.00	228,643.00	297,149.00	70,574.88	235,548.02	306,122.90	72,988.54	243,603.76	316,592.30
4. Other Local Revenues										
All Other Local Revenues	LocalRevAO	21,896.00	308,336.00	330,232.00	22,557.26	317,647.75	340,205.01	23,328.72	328,511.30	351,840.02
Total, Local Revenues		21,896.00	308,336.00	330,232.00	22,557.26	317,647.75	340,205.01	23,328.72	328,511.30	351,840.02
5. TOTAL REVENUES		4,259,547.00	601,762.00	4,861,309.00	4,813,463.14	619,935.21	5,433,398.35	5,573,922.26	641,137.00	6,215,059.26
EXPENDITURES										
1. Certificated Salaries										
Certificated Teachers' Salaries	1100	1,247,501.00	182,327.00	1,429,828.00	1,358,662.03	187,796.81	1,546,458.84	1,474,632.61	193,430.71	1,668,063.33
Certificated Pupil Support Salaries	1200	66,656.00	44,313.00	110,969.00	68,655.68	45,642.39	114,298.07	70,715.35	47,011.66	117,727.01
Certificated Supervisors' and Administrators' Salaries	1300	321,026.00	0.00	321,026.00	330,656.78	0.00	330,656.78	340,576.48	0.00	340,576.48
Other Certificated Salaries	1900	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total, Certificated Salaries		1,635,183.00	226,640.00	1,861,823.00	1,757,974.49	233,439.20	1,991,413.69	1,885,924.44	240,442.38	2,126,366.82
2. Noncertificated Salaries										
Noncertificated Instructional Salaries	2100	148,418.00	0.00	148,418.00	152,870.54	0.00	152,870.54	157,456.66	0.00	157,456.66
Noncertificated Support Salaries	2200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Noncertificated Supervisors' and Administrators' Salaries	2300	58,372.00	0.00	58,372.00	60,123.16	0.00	60,123.16	61,926.85	0.00	61,926.85
Clerical and Office Salaries	2400	232,458.00	0.00	232,458.00	336,311.74	0.00	336,311.74	346,401.09	0.00	346,401.09
Other Noncertificated Salaries	2900	84,900.00	0.00	84,900.00	87,447.00	0.00	87,447.00	90,070.41	0.00	90,070.41
Total, Noncertificated Salaries		524,148.00	0.00	524,148.00	636,752.44	0.00	636,752.44	655,855.01	0.00	655,855.01
3. loyee Benefits										
STRS	3101-3102	336,889.00	178,561.00	515,450.00	350,364.56	185,703.44	536,068.00	364,379.14	193,131.58	557,510.72
PERS	3201-3202	90,714.00	0.00	90,714.00	120,769.66	0.00	120,769.66	126,204.29	0.00	126,204.29
OASDI / Medicare / Alternative	3301-3302	55,252.00	3,028.00	58,280.00	63,985.29	3,118.84	67,104.13	65,904.85	3,212.41	69,117.26
Health and Welfare Benefits	3401-3402	352,934.00	31,114.00	384,048.00	404,934.00	31,114.00	436,048.00	417,934.00	31,114.00	449,048.00
Unemployment Insurance	3501-3502	1,039.00	104.00	1,143.00	1,155.48	107.12	1,262.60	1,227.75	110.33	1,338.08
Workers' Compensation Insurance	3601-3602	10,830.00	1,088.00	11,918.00	12,043.81	1,120.64	13,164.45	12,796.97	1,154.26	13,951.23
OPEB, Allocated	3701-3702	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	OPEB, Active Employees	3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Other Employee Benefits	3901-3902	734.00	100.00	834.00	756.02	103.00	859.02	778.70	106.09	884.79
	Total, Employee Benefits		848,392.00	213,995.00	1,062,387.00	954,008.82	221,267.04	1,175,275.86	989,225.71	228,828.67	1,218,054.37
4.	**Books and Supplies**										
	Approved Textbooks and Core Curricula Materials	4100	11,400.00	10,400.00	21,800.00	16,742.00	10,712.00	27,454.00	24,244.26	11,033.36	35,277.62
	Books and Other Reference Materials	4200	7,900.00	300.00	8,200.00	13,137.00	309.00	13,446.00	20,531.11	318.27	20,849.38
	Materials and Supplies	4300	105,800.00	37,056.00	142,856.00	128,974.00	38,167.68	167,141.68	162,843.22	39,312.71	202,155.93
	Noncapitalized Equipment	4400	120,100.00	23,156.00	143,256.00	223,703.00	23,850.68	247,553.68	185,414.09	24,566.20	209,980.29
	Food	4700	2,400.00	0.00	2,400.00	3,472.00	0.00	3,472.00	5,576.16	0.00	5,576.16
	Total, Books and Supplies		247,600.00	70,912.00	318,512.00	386,028.00	73,039.36	459,067.36	398,608.84	75,230.54	473,839.38
5.	**Services and Other Operating Expenditures**										
	Subagreements for Services	5100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Travel and Conferences	5200	68,508.00	2,142.00	70,650.00	70,563.24	2,206.26	72,769.50	72,680.14	2,272.45	74,952.59
	Dues and Memberships	5300	16,000.00	0.00	16,000.00	16,480.00	0.00	16,480.00	16,974.40	0.00	16,974.40
	Insurance	5400	31,500.00	0.00	31,500.00	37,445.00	0.00	37,445.00	38,568.35	0.00	38,568.35
	Operations and Housekeeping Services	5500	25,500.00	0.00	25,500.00	50,265.00	0.00	50,265.00	51,772.95	0.00	51,772.95
	Rentals, Leases, Repairs, and Noncap. Improvements	5600	216,800.00	0.00	216,800.00	350,252.00	0.00	350,252.00	364,568.00	0.00	364,568.00
	Professional/Consulting Services and Operating Expend.	5800	559,290.00	64,783.00	624,073.00	581,068.70	66,726.49	647,795.19	603,500.76	68,728.28	672,229.05
	Communications	5900	22,800.00	0.00	22,800.00	38,484.00	0.00	38,484.00	39,638.52	0.00	39,638.52
	Total, Services and Other Operating Expenditures		940,398.00	66,925.00	1,007,323.00	1,144,557.94	68,932.75	1,213,490.69	1,187,703.12	71,000.73	1,258,703.85
6.	**Capital Outlay**										
	(Objects 6100-6170, 6200-6500 for modified accrual basis only)										
	Land and Land Improvements	6100-6170	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Buildings and Improvements of Buildings	6200	0.00	0.00	0.00	100,000.00	0.00	100,000.00	100,000.00	0.00	100,000.00
	Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Equipment	6400	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Equipment Replacement	6500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Depreciation Expense (for accrual basis only)	*6900*	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Total, Capital Outlay		0.00	0.00	0.00	100,000.00	0.00	100,000.00	100,000.00	0.00	100,000.00

7.	**Other Outgo**										
	Tuition to Other Schools	7110-7143	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Transfers of Pass-Through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	All Other Transfers	7281-7299	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Debt Service:										
	Interest	7438	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Principal (for modified accrual basis only)	7439	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Total, Other Outgo		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8.	**TOTAL EXPENDITURES**		4,195,721.00	578,472.00	4,774,193.00	4,979,321.69	596,678.35	5,576,000.04	5,217,317.12	615,502.31	5,832,819.44
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)			63,826.00	23,290.00	87,116.00	(165,858.55)	23,256.86	(142,601.68)	356,605.14	25,634.68	382,239.82
OTHER FINANCING SOURCES / USES											
1.	Other Sources	8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2.	Less: Other Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3.	Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.	**TOTAL OTHER FINANCING SOURCES / USES**		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NET INCREASE (DECREASE) IN FUND BALANCE (C+D4)			63,826.00	23,290.00	87,116.00	(165,858.55)	23,256.86	(142,601.68)	356,605.14	25,634.68	382,239.82
FUND BALANCE, RESERVES											
1.	**Beginning Fund Balance**										
a.	As of July 1	9791	1,940,615.00	259,600.00	2,200,215.00	2,004,441.00	282,890.00	2,287,331.00	1,838,582.45	306,146.86	2,144,729.32
b.	Adjustments/Restatements to Beginning Balance	9793, 9795	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c.	Adjusted Beginning Balance		1,940,615.00	259,600.00	2,200,215.00	2,004,441.00	282,890.00	2,287,331.00	1,838,582.45	306,146.86	2,144,729.32
2.	**Ending Fund Balance, June 30 (E+F1c)**		2,004,441.00	282,890.00	2,287,331.00	1,838,582.45	306,146.86	2,144,729.32	2,195,187.59	331,781.54	2,526,969.14
3.	**Components of Ending Fund Balance**										
a.	Nonspendable										
	Revolving Cash	9711	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Stores	9712	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Prepaid Expenditures	9713	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	All Others	9719		0.00	0.00		0.00	0.00		0.00	0.00
b.	Restricted	9740		282,890.00	0.00		306,146.86	0.00		331,781.54	0.00
c.	Committed										
	Stabilization Arrangements	9750			0.00			0.00			0.00
	Other Commitments	9760			0.00			0.00			0.00
d.	Assigned										
	Other Assignments	9780	1,000,000.00	0.00	1,000,000.00	1,000,000.00	0.00	1,000,000.00	1,000,000.00	0.00	1,000,000.00
e.	Unassigned/Unappropriated Reserves for Economic Uncertainties	9789	300,000.00	0.00	300,000.00	300,000.00	0.00	300,000.00	300,000.00	0.00	300,000.00
	Undesignated/Unappropriated Amount	9790	704,441.00	0.00	704,441.00	538,582.45	0.00	538,582.45	895,187.59	0.00	895,187.59
	Components of Ending Fund Balance **(Must Balance with Line 2)**		2,004,441.00	282,890.00	2,287,331.00	1,838,582.45	306,146.86	2,144,729.32	2,195,187.59	331,781.54	2,526,969.14
			Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance	Balance

GRADE SPAN	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO	ENROLLMENT	ADA PROJECTION	PROJECTED ADA/ENROLLMENT RATIO
Grades TK -3	78.00	76.05	97.50%	89.00	86.78	97.50%	97.00	94.58	97.50%
Grades 4-6	59.00	57.53	97.51%	66.00	64.35	97.50%	73.00	71.18	97.50%
Grades 7-8	85.00	82.87	97.49%	94.00	91.65	97.50%	106.00	103.35	97.50%
Grades 9-12	116.00	113.10	97.50%	122.00	118.95	97.50%	139.00	135.53	97.50%
TOTALS	338.00	329.55	97.50%	371.00	361.73	97.50%	415.00	404.63	97.50%

Unduplicated Count	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %	TOTAL ENROLLMENT	UNDUPLICATED COUNT	UNDUPLICATED COUNT %
	338.00	151.00	44.67%	371.00	166.00	44.74%	415.00	183.00	44.10%
	Budget Assumption: Baseline Year			**Budget Assumption: See attached supporting detail**			**Budget Assumption: See attached supporting detail**		

Supporting Detail of Year-Over-Year Changes for Years One (2026-27) and Two (2027-28) of Material Revision

Note: Other than one-time revenues and costs, all prior year recurring items are included in the basis for the subsequent year.
Each amount noted in the Detail of Change by Year represents a Year-Over-Year change to the category in question.

	Current Year BASELINE	Material Revision Years	
Revenue Projections	**Fiscal Year 2025-26**	**Fiscal Year 2026-27**	**Fiscal Year 2027-28**
Local Control Funding Formula	4,169,145.00	4,720,331.00	5,477,605.00
Year-Over-Year Change In Dollars		**551,186.00**	**757,274.00**
Year-Over-Year Change by Percentage		*13.2%*	*16.0%*
Detail of Change By Year:			
Enrollment increase of 33 (ADA 32.18) in 2026-27		425,277.82	
COLA Revenue Increase from prior year ADA 2026-27 (3.02%)		125,908.18	
Enrollment increase of 44 (ADA 42.9) in 2027-28			595,838.68
COLA Revenue Increase from prior year ADA 2027-28 (3.42%)			161,435.32
Endeavor had a Wait/Lottery list of 159 students in 2025.			
Federal Revenues	64,783.00	66,739.45	69,021.94
Year over Year Change In Dollars		**1,956.45**	**2,282.49**
Year over Year Change by Percentage		*3.02%*	*3.42%*
Detail of Change By Year:			
LCFF COLA used as basis by year. (Increased ADA not included)			
Other State Revenues	297,149.00	306,122.90	316,592.30
Year over Year Change In Dollars		**8,973.90**	**10,469.40**
Year over Year Change by Percentage		3.02%	3.42%
Detail of Change By Year:			
LCFF COLA used as basis by year. (Increased ADA not included)			
Other Local Revenues	330,232.00	340,205.01	351,840.02
Year over Year Change In Dollars		**9,973.01**	**11,635.01**
Year over Year Change by Percentage		*3.02%*	*3.42%*
Detail of Change By Year:			
LCFF COLA used as basis by year. (Increased ADA not included)			
Total Revenues	**4,861,309.00**	**5,433,398.35**	**6,215,059.26**
Year over Year Change In Dollars		572,089.35	781,660.90
Year over Year Change by Percentage		11.8%	14.4%
Expenditure Projections	**Fiscal Year 2025-26**	**Fiscal Year 2026-27**	**Fiscal Year 2027-28**
Certificated Salaries	1,861,823.00	1,991,413.69	2,126,366.82
Year over Year Change In Dollars		**129,590.69**	**134,953.13**
Year over Year Change by Percentage		*6.96%*	*6.78%*
Detail of Change By Year:			
1 New Teacher in 2026-27		73,736.00	
Recurring Payroll Inflation 2026-27		55,854.69	
1 New Teacher in 2027-28			75,210.72
Recurring Payroll Inflation 2027-28			59,742.41
Classified Salaries	524,148.00	636,752.44	655,855.01
Year over Year Change In Dollars		**112,604.44**	**19,102.57**
Year over Year Change by Percentage		*21.48%*	*3.00%*
Detail of Change By Year:			
1 New Receptionist in 2026-27		31,140.00	
1 New Admin.Tech in 2026-27		34,600.00	
1 New Playground Supervisor		31,140.00	
Recurring Cost Inflation 2026-27		15,724.44	
No Additonal Classified Staff in 2027-28 (Recurring cost inflation only)			19,102.57
Employee Benefits	1,062,387.00	1,175,275.86	1,218,054.37

Year over Year Change In Dollars		**112,888.86**	**42,778.51**
Year over Year Change by Percentage		10.63%	3.64%
Detail of Change By Year:			
Benefit Costs by year for new positions noted above			
STRS		14,083.58	14,365.25
PERS		25,973.53	-
OASDI / Medicare		8,480.49	-
Health and Welfare Benefits		52,000.00	13,000.00
Unemployment Insurance		85.31	37.61
Workers' Compensation Insurance		888.91	391.85
Recurring Cost Inflation for 2026-27 and 2027-28		11,377.04	14,983.81
Books and Supplies	318,512.00	459,067.36	473,839.38
Year over Year Change In Dollars		**140,555.36**	**14,772.02**
Year over Year Change by Percentage		44.13%	3.22%
Detail of Change By Year:			
Costs for new location/new students (Non-Cap Equipt are one-time costs)			
Approved Textbooks and Core Curricula Materials		$ 5,000.00	$ 7,000.00
Books and Other Reference Materials		$ 5,000.00	$ 7,000.00
Materials and Supplies		$ 20,000.00	$ 30,000.00
Noncapitalized Equipment (One Time Costs)		$ 100,000.00	$ 55,000.00
Food		$ 1,000.00	$ 2,000.00
Recurring Cost Inflation of 3% for 2026-27 and 2027-28		$ 9,555.36	$ 13,772.02
Note: (One-time cost of $100,000 in 2026-27 is not embedded in MYP for 2027-28)			
97,239.52-100,000=(2,760.48)			
Services and Other Operating Expenditures	1,007,323.00	1,213,490.69	1,258,703.85
Year over Year Change In Dollars		**206,167.69**	**45,213.16**
Year over Year Change by Percentage		20.47%	3.73%
Detail of Change By Year:			
Costs for new location			
Insurance		$ 5,000.00	$ 1,000.00
Operations and Housekeeping Services		$ 24,000.00	$ 1,200.00
Rentals, Leases, Repairs, and Noncap. Improvements		$ 126,948.00	$ 3,808.44
Professional/Consulting Services and Operating Expenditures		$ 5,000.00	$ 5,000.00
Communications		$ 15,000.00	$ 500.00
Recurring Cost Inflation of 3% for 2026-27 and 2027-28		$ 30,219.69	$ 36,404.72
Capital Outlay One-time Costs			
Year over Year Change In Dollars	0.00	**$ 100,000.00**	**$ 100,000.00**
Year over Year Change by Percentage		#DIV/0!	100%
Buildings and Improvements of Buildings (One-time Costs)	0.00	$ 100,000.00	$ 100,000.00
Total Expenditures	**4,774,193.00**	**5,576,000.04**	**5,832,819.44**
Year over Year Change In Dollars		801,807.04	256,819.40
Year over Year Change by Percentage		16.8%	4.6%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	**87,116.00**	**(142,601.68)**	**382,239.82**
FUND BALANCE, RESERVES	**2,287,331.00**	**2,144,729.32**	**2,526,969.14**
Reserve Balance as a Percentage of Total Expenditures	47.91%	38.46%	43.32%

Lease Cost					
Westminster Church					
		Square Feet	Mo Rate	Monthy Cost	Annual Cost
Lease	North, Education Wing Classrooms, Playg	7890	$ 1.34	$ 10,579.00	$ 126,948.00

Staffing Cost					
Staffing Cost	Comment	Salary			
Classified					
Receptionist	$18 per hr 10 Mo	$ 31,140.00			
Registrar	$20 per hr 10 Mo	$ 34,600.00			
Safety Person	$18 per hr 10 Mo	$ 31,140.00			
Certificated					
Teacher	Sched. IV Step 10 (Year 1 Forward)	$ 73,736.00			
Teacher	Sched. IV Step 10 (Year 2 Forward)	$ 75,210.72			
Retirement - STRS/PERS			Salary	STRS 19.1%	PERS 26.81%
	Teacher 1 Year 1		$ 73,736.00	$ 14,083.58	
	Teacher 2 Year 2		$ 75,210.72	$ 14,365.25	
	Classified staff Year 1 and 2		$ 96,880.00		$ 25,973.53
OASDI / Medicare / Alternative			Salary	OASDI 6.2%	MEDICARE 1.45%
	Teacher 1 Year 1		$ 73,736.00		$ 1,069.17
	Teacher 2 Year 2		$ 75,210.72		$ 1,090.56
	Classified staff Year 1 and 2		$ 96,880.00	$ 6,006.56	$ 1,404.76
Health and Welfare Benefits		Year 1 X 4	$ 13,000.00	$ 52,000.00	
		Year 2 X 5	$ 13,000.00	$ 65,000.00	
Unemployment Insurance			Salary	0.050%	
	Teacher 1 Year 1		$ 73,736.00	$ 36.87	
	Teacher 2 Year 2		$ 75,210.72	$ 37.61	
	Classified staff Year 1 and 2		$ 96,880.00	$ 48.44	
Workers' Compensation Insurance			Salary	0.521%	
	Teacher 1 Year 1		$ 73,736.00	$ 384.16	
	Teacher 2 Year 2		$ 75,210.72	$ 391.85	
	Classified staff Year 1 and 2		$ 96,880.00	$ 504.74	

AIR CRE contracts

STANDARD MULTI-TENANT OFFICE LEASE - GROSS

1. **Basic Provisions ("Basic Provisions").**

1.1 **Parties:** This Lease ("**Lease**"), dated for reference purposes only October 26, 2025, is made by and between WESTMINSTER PRESBYTERIAN CHURCH OF FRESNO, CA. ("**Lessor**") and Western Sierra Charter Schools ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain portion of the Project (as defined below), commonly known as (street address, suite, city, state): 50 E. Santa Ana Ave., Fresno, CA. 93704 Fresno CA ("**Premises**"). The Premises are located in the County of Fresno, ~~and consist of approximately _____ rentable square feet and approximately _____ usable square feet~~, in addition to Lessee's right to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("**Building**") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project.**" ~~The Project consists _____ rentable square feet (See also Paragraph 2)~~

1.2(b) **Parking**: 30 unreserved and _____ reserved vehicle parking spaces at a monthly cost of $ _____ per unreserved space and $ _____ per reserved space. (See Paragraph 2.6)

1.3 **Term**: 2 years and 5 months ("**Original Term**") commencing February 1, 2026 ("**Commencement Date**") and ending June 30, 2028 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing December 1, 2025 ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent**: $ 10,579.00 per month ("**Base Rent**"), payable on the First day of each month commencing February 1, 2026. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50

1.6 **Lessee's Share of Operating Expense Increase:** see addendum ~~percent (_____ %) ("Lessee's Share")~~. In the event that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution**:

(a) **Base Rent**: $ 10,579.00 for the period February 1, 2026-February 28, 2026.

(b) **Security Deposit**: $ 11,223.17 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Parking**: $ _____ for the period _____.

(d) **Other**: $ _____ for _____.

(e) **Total Due Upon Execution of this Lease**: $ 21,802.17.

1.8 **Agreed Use**: Educational Facilities. (See also Paragraph 6)

INITIALS INITIALS

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1.9 **Base Year; Insuring Party.** The Base Year is 2025 . Lessor is the **"Insuring Party"**. (See also Paragraphs 4.2 and 8)

~~1.10 Real Estate Brokers: (See also Paragraph 15 and 25)~~

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

~~Lessor's Brokerage Firm _____~~
~~License No. _____ Is the broker of (check one): ☐ the Lessor; or ☐ both the Lessee and Lessor (dual agent).~~
~~Lessor's Agent _____~~
~~License No. _____ Is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).~~

Lessee's Brokerage Firm Newmark Pearson Commercial
License No. _____ Is the broker of (check one): ☒ the Lessee; or ☐ both the Lessee and Lessor (dual agent).
Lessee's Agent Luke Tessman
License No. 02008140 Is (check one): ☒ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

~~(b) Payment to Brokers: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of _____ or _____% of the Base Rent) for the brokerage services rendered by the Brokers.~~

1.11 **Guarantor.** The obligations of the Lessee under this Lease shall be guaranteed by _____ **("Guarantor")**. (See also Paragraph 37)

1.12 **Business Hours for the Building:** 7:30 a.m. to 5:00 p.m., Mondays through Fridays (except Building Holidays) ~~and _____ a.m. to _____ p.m. on Saturdays (except Building Holidays).~~ **"Building Holidays"** shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and _____ .

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☒ Janitorial services
☒ Electricity
☐ Other (specify): _____

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs 50 through 83 ;
☐ a plot plan depicting the Premises;
☒ a current set of the Rules and Regulations;
☐ a Work Letter;
☐ a janitorial schedule;
☒ other (specify): Rent Adjustment(s). Options to Extend Term. Exh.A Storage Space Excluded from Lessee's Use. Exh.B Playground & Green Field Area Exh.C Christian Ed Bldg Lessee's exc. use .

2. **Premises.**

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **Note: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs (**"Start Date"**), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems (**"HVAC"**), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premises; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes applicable laws, covenants or restrictions of record, regulations, and ordinances (**"Applicable Requirements"**) that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises (**"Capital Expenditure"**), Lessor and Lessee shall allocate the cost of such work as follows:

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(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to nonvoluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking.** So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.

2.7 **Common Areas - Definition.** The term **"Common Areas"** is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the nonexclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations.** Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations (**"Rules and Regulations"**) for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

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2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term.**

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent (**"Rent"**).

4.2 **Operating Expense Increase.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the **"Operating Expense Increase"**, in accordance with the following provisions:

(a) **"Base Year"** is as specified in Paragraph 1.9.

(b) **"Comparison Year"** is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as **"Operating Expenses"**:

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

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(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expense Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. **Use.**

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building,

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will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term **"Hazardous Substance"** as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. **"Reportable Use"** shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

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6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's **"Lender"** (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**

7.1 **Lessee's Obligations.** Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term **"Utility Installations"** refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term **"Trade Fixtures"** shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term **"Alterations"** shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. **"Lessee Owned Alterations and/or Utility Installations"** are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed $2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with asbuilt plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150%

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of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirments. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

~~8 **Insurance; Indemnity.**~~

~~8.1 **Insurance Premiums.** The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).~~

~~8.2 **Liability Insurance.**~~

~~(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an **"insured contract"** for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.~~

~~(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.~~

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

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(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days (**"Rental Value Insurance"**). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee

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Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair

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or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definitions.** As used herein, the term **"Real Property Taxes"** shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. **"Real Property Taxes"** shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.**

11.1 **Services Provided by Lessor.** Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

11.2 **Services Exclusive to Lessee.** Notwithstanding the provisions of paragraph 11.1, Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2(vi), if a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service.** Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.6 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

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(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies.**

13.1 **Default; Breach.** A **"Default"** is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A **"Breach"** is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

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(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a **"debtor"** as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are

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located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvement for lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as **"Inducement Provisions"**, shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest (**"Interest"**) charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively **"Condemnation"**), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.**

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

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15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as **"Responding Party"**) shall within 10 days after written notice from the other Party (the **"Requesting Party"**) execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current **"Estoppel Certificate"** form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term **"Lessor"** as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word **"days"** as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

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24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills 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 which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills 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 which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their 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. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

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30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as **"Lender"**) shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a **"Non-Disturbance Agreement"**) from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, **"Prevailing Party"** shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

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37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted an Option, as defined below, then the following provisions shall apply.

39.1 **Definition. "Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. **Reservations.**

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority; Multiple Parties; Execution**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

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(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable nonmonetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

48. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☒ is not attached to this Lease.

49. **Accessibility; Americans with Disabilities Act.**

(a) The Premises:

☒ Have not undergone an inspection by a Certified Access Specialist (CASp). Note: 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 owner 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 necessary to correct violations of construction-related accessibility standards within the premises.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

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The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: _____

By LESSOR:

WESTMINSTER PRESBYTERIAN CHURCH OF FRESNO, CA.

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____

Federal ID No.: _____

BROKER

Att: _____
Title: _____
Address: _____

Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

Executed at: _____
On: _____

By LESSEE:

Western Sierra Charter Schools

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____

Federal ID No.: _____

BROKER

Newmark Pearson Commercial

Att: Luke Tessman
Title: _____
Address: _____

Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

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AIRCRE contracts

RENT ADJUSTMENT(S)
(ORIGINAL TERM)
STANDARD LEASE ADDENDUM

Dated: October 26, 2025

By and Between

Lessor: WESTMINSTER PRESBYTERIAN CHURCH OF FRESNO, CA.

Lessee: Western Sierra Charter Schools

Property Address: 50 E. Santa Ana Ave., Fresno, CA. 93704
Fresno CA 93704
(street address, city, state, zip)

Paragraph 50

The monthly Base Rent during the Original Term of the Lease shall be increased by using the method(s) selected below (*check method(s) to be used and fill in appropriately*):

☐ **I. Consumer Price Index.**

a. The monthly Base Rent shall be increased on _____ and every _____ months thereafter during the Original Term (**"CPI Increase Date(s)"**) commensurate with the increase in the CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the first month of the Original Term shall be multiplied by a fraction the denominator of which is the Base CPI (as herein defined), and the numerator of which is the Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next CPI Increase Date, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable CPI Increase Date.

b. The term **"CPI"** shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (*select one*): ☐ CPIW (UrbanWage Earners and ClericalWorkers) or ☐ CPI U (All Urban Consumers), for (*fill in Urban Area*): _____ or ☐ the area in which the Premises is located, All Items (1982-1984 = 100). The term **"Comparison CPI"** shall mean the CPI of the calendar month which is 2 full months prior to the applicable Original Term CPI Increase Date. The term "Base CPI" shall mean the CPI of the calendar month which is 2 full months prior to the Commencement Date of the Original Term.

c. If the compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

☐ **II. Fixed Percentage.** Themonthly Base Rent shall be increased on _____ and every _____ months thereafter during the Original Term ("Percentage Increase Date(s)") by _____ percent (_____%) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Percentage Increase Date.

☒ **III. Fixed Rental Adjustment(s) ("FRA").**

Themonthly Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):	The New Base Rent shall be:
February 1, 2027	$10,896.28
February 1, 2028	$11,223.17

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_____ _____
INITIALS **INITIALS**

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RE/MAX Gold, 7815 N. Palm Ave., Ste. 120 Fresno CA 93711
Phone: 559-994-0254 Fax: 559-272-2172 Greg Maroot

WPC Lease with

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AIR CRE contracts

OPTION(S) TO EXTEND TERM
STANDARD LEASE ADDENDUM

Dated: October 26, 2025

By and Between

Lessor: WESTMINSTER PRESBYTERIAN CHURCH OF FRESNO, CA.

Lessee: Western Sierra Charter Schools

Property Address: 50 E. Santa Ana Ave., Fresno, CA. 93704
Fresno CA 93704
(street address, city, state, zip)

Paragraph 51 **OPTION(S) TO EXTEND TERM.** Subject to the terms, conditions and provisions of Paragraph 39, Lessor grants Lessee 2 option(s) to extend the term of the Lease ("**Extension Option(s)**"), with each Extension Option being for a term of 60 months, commencing when the prior term expires ("**Option Term(s)**"). In order to exercise an Extension Option, Lessee must give written notice of such election to Lessor and Lessor must receive such notice at least 120 but not more than 180 months prior to the date that the applicable Option Term would commence, time being of the essence. If timely and proper notification of the exercise of an Extension Option is not given by Lessee and/or received by Lessor, such Extension Option shall automatically expire. Except as specifically modified, the terms, conditions and provisions of the Lease shall apply during Option Terms but the amount of Rent during Option Terms shall be established by using the method(s) selected below *(check method(s) to be used and fill in appropriately)*:

☐ **I. Consumer Price Index.**

(a) During the Option Term(s) which start(s) on _____, the monthly Base Rent shall be increased on _____ and every _____ months thereafter during such Option Term(s) ("**Option Term CPI Increase Date(s)**") commensurate with the increase in the Option Term CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the month immediately preceding the first occurring Option Term CPI Increase Date shall be multiplied by a fraction the denominator of which is the Option Term Base CPI (as herein defined), and the numerator of which is the Option Term Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next Option Term CPI Increase Date during the applicable Option Term, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable Option Term CPI Increase Date.

(b) The term "**Option TermCPI**" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for *(select one)*: ☐ CPIW (UrbanWage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for *(fill in Urban Area)*: _____ or ☐ the area in which the Premises is located, All Items (1982-1984 = 100). The term "**Option Term Comparison CPI**" shall mean the CPI of the \calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term "**Option Term Base CPI**" shall mean the CPI of the calendar month which is 2 full months prior to *(select one)*:☐ Commencement Date of the Original Term, ☐ start of the applicable Option Term, or ☐ *(fill in month)* _____.

(c) If compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.

☐ **II. Fixed Percentage.** During the Option Term(s) which start(s) on _____, the monthly Base Rent shall be increased on _____ and every _____ months thereafter during such Option Term(s) ("**Option Term Percentage Increase Date(s)**") by _____ percent (_____%) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Option Term Percentage Increase Date.

☐ **III. Fair Market Value.**

(a) During the Option Term(s) which start(s) on _____, the amount of Rent shall be the amount forecasted to be the fair market rental value of the Premises during such Option Term established pursuant to the procedures, terms, assumptions and conditions set forth herein ("FairMarket Value"); provided, however, regardless of such Fair Market Value, Base Rent during an Option Term shall not be less than the Base Rent scheduled as of when the prior term expires. Starting as of Lessee's exercise of the applicable Extension Option (but not earlier than six (6) months before start of the applicable Option Term), the Parties shall for thirty (30) days ("**Negotiation Period**") attempt to agree upon the Fair Market Value. If during the Negotiation Period the Parties do not agree on the Fair Market Value, then the Fair Market Value shall be established pursuant to the procedures set forth herein, which shall be binding.

_____ _____
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Phone: 559-994-0254 Fax: 559-272-2172 Greg Maroot

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(b) Each Party shall, within fifteen (15) days after the end of the Negotiation Period, in writing submit to the other Party such Party's determination of the Fair Market Value ("**Submitted Value(s)**"). If a Party fails to timely provide a Submitted Value, then the other Party's Submitted Value shall be the Fair Market Value. If both Parties timely provide Submitted Values, then each Party shall, within fifteen (15) days after both Parties have exchanged Submitted Values, in writing notify the other Party of such Party's selected arbitrator who shall meet the qualifications set forth herein ("**Advocate Arbitrator(s)**"). Lessor and Lessee may select an Advocate Arbitrator who is favorable to such Party's position and may, prior to or after appointment of an Advocate Arbitrator, consult with such Party's Advocate Arbitrator. If a Party fails to timely and properly provide notice of such Party's chosen Advocate Arbitrator, then the other Party's Submitted Value shall be the Fair Market Value.

(c) If both Parties timely and properly designate Advocate Arbitrators, then such Advocate Arbitrators shall, within fifteen (15) days after their selection, choose a third (3rd) neutral arbitrator who shall meet the qualifications set forth herein ("**Neutral Arbitrator**"). The Neutral Arbitrator shall be engaged jointly by Lessor and Lessee. If Advocate Arbitrators fail to agree upon and timely appoint a Neutral Arbitrator, then the President of AIR CRE shall appoint such Neutral Arbitrator within fifteen (15) days after request by either Party. If the President of AIR CRE does not timely appoint the Neutral Arbitrator, then either Partymay file an appropriate legal action for a judge with competent jurisdiction over the Parties to appoint the Neutral Arbitrator.

(d) The Advocate Arbitrators and the Neutral Arbitrator ("**Arbitrator(s)**") shall be duly licensed real estate brokers or salespersons in good standing in the state in which the Premises is located, shall have been active over the five (5) year period before their appointment in the leasing of properties similar to the Premises within the general real estate market of the Premises. The Neutral Arbitrator shall additionally not be related to or affiliated with either Party or Advocate Arbitrator, and shall not have previously represented in a real estate transaction a Party or anyone related to or affiliated with a Party. All matters to be determined by the Arbitrators shall be decided by a majority vote of the Arbitrators, with each Arbitrator having one (1) vote. The Arbitrators may, as the Arbitrators determine, hold hearings and require briefs, including market data and additional information.

(e) Within thirty (30) days after selection of the Neutral Arbitrator, the Arbitrators shall first determine the Fair Market Value established by taking into account the terms, assumptions and conditions set forth herein ("**Arbitrators' Market Value**"), then decide which Party's Submitted Value is closer in monetary amount to the Arbitrators'Market Value ("**Selected Market Value**"), then provide the Parties a copy of the Arbitrators' Market Value and finally notify the Parties of the Selected Market Value. The Selected Market Value shall be the Fair Market Value. The Arbitrators shall have no right to decide a Selected Market Value which is a compromise to (or modification of) the Submitted Values. The decision of the Arbitrators shall be binding upon the Parties. The Party whose Submitted Value is not the Selected Market Value shall, within ten (10) days after the Arbitrators decide the Selected Market Value, pay the fees and costs of all three (3) Arbitrators.

(f) If the Fair Market Value has not been established before the start of the applicable Option Term, then Lessee shall continue to pay to Lessor rent in the amount payable for the month immediately preceding the start of such Option Term and Lessor's acceptance of such rent shall not waive, adversely affect or prejudice the Parties' right to complete establishment of the Fair Market Value or Lessor's right to collect the full amount of the FairMarket Value once the Fair Market Value is established. Lessee shall, within ten (10) days after establishment of the Fair Market Value, pay to Lessor any deficiency in rent then due for the Option Term. Following establishment of Fair Market Value, the Parties shall, within ten (10) days after request by either Party, sign an amendment to this Lease to confirm the Fair Market Value and the expiration date of this Lease, but the Parties' failure to request or to sign such an amendment shall not affect establishment of the Fair Market Value or extension of the Lease term.

(g) The Arbitrators, in deciding the Arbitrators' Market Value, shall take into account rent rates, rent abatements, periodic rent increases, real property taxes, insurance premiums and other operating expenses, tenant improvement and other applicable allowances, building services, length of lease term and other factors professional real estate brokers and/or appraisers customarily consider in determining fair market rent of property in an arm's length transaction by ready, willing and able parties for space of comparable location, size, age, condition, quality, parking, visibility, view, signage and accessibility if the Premises were marketed in a normal and customary manner for a reasonable length of time on the open market to be leased to a tenant with financial strength and credit worthiness comparable to Lessee and guarantors (if any) of this Lease (as of Lessee's exercise of the Extension Option) for a term comparable to the length of the applicable Option Term and used for the Agreed Use (or other reasonably comparable uses). The Arbitrators, in deciding the Arbitrators' Market Value, shall not consider as a comparable transaction any of the following: a sublease, lease assignment, lease renewal or extension; lease with a tenant that has equity, is related to or affiliated with the landlord; or a lease of space that was subject to a right of first refusal, right of first offer, expansion option or other encumbrances. The Arbitrators, in deciding the Arbitrators' Market Value, shall reduce the Fair Market Value on account of Alterations and improvements made by Lessee to the extent the cost thereof was paid solely by Lessee (in excess of any applicable improvement allowance, abated rent in lieu of improvement allowance or other consideration provided by Lessor for Lessee's improvement of the Premises), shall not reduce the Fair Market Value on account of any real estate brokerage commission savings by Lessor, and shall not reduce the Fair Market Value on account of deferred maintenance or repair of the Premises for which Lessee was responsible under the Lease but did not perform.

☒ **IV. Fixed Rental Adjustment(s) ("FRA").**

Themonthly Base Rent shall be increased to the following amounts on the dates set forth below:

On (fill in FRA Adjustment Date(s)):	The new Base Rent shall be:
July 1, 2028	$11,223.17
February 1, 2029	$11,559.86
February 1, 2030	$11,906.66
February 1, 2031	$12,263.86
February 1, 2032	$12,631.78
February 1, 2033	$13,010.73
February 1, 2034	$13,401.05
February 1, 2035	$13,803.08
February 1, 2036	$14,217.18
February 1, 2037	$14,643.69
February 1, 2038	$15,083.00

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☐ **V. Continuation of Original Term Adjustments.**
The monthly Base Rent during the Option Term(s) which start(s) on _____ shall be increased in accordance with the same formula formula provided in the Lease to be used to calculate increases in the Base Rent during the Original Term of the Lease.

BROKER'S FEE: For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

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AIRCRE contracts

RULES AND REGULATIONS FOR STANDARD OFFICE LEASE

Dated: October 26, 2025

By and Between

Lessor: WESTMINSTER PRESBYTERIAN CHURCH OF FRESNO, CA.

Lessee: Western Sierra Charter Schools

Property Address: 50 E. Santa Ana Ave., Fresno, CA. 93704
Fresno CA 93704
(street address, city, state, zip)

GENERAL RULES

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety and reputation of the Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Project.
4. Lessee shall not keep animals or birds within the Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Project.
9. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays, and on other days between the hours of _____ P.M. and _____ A.M. of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these and such rules and regulations.

_____ _____
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RE/MAX Gold, 7815 N. Palm Ave., Ste. 120 Fresno CA 93711 Phone: 559-994-0254 Fax: 559-272-2172
Greg Maroot

WPC Lease with
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PARKING RULES

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."

2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

~~3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.~~

~~4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.~~

5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.

6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.

7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.

~~8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.~~

9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.

10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.

11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.

12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

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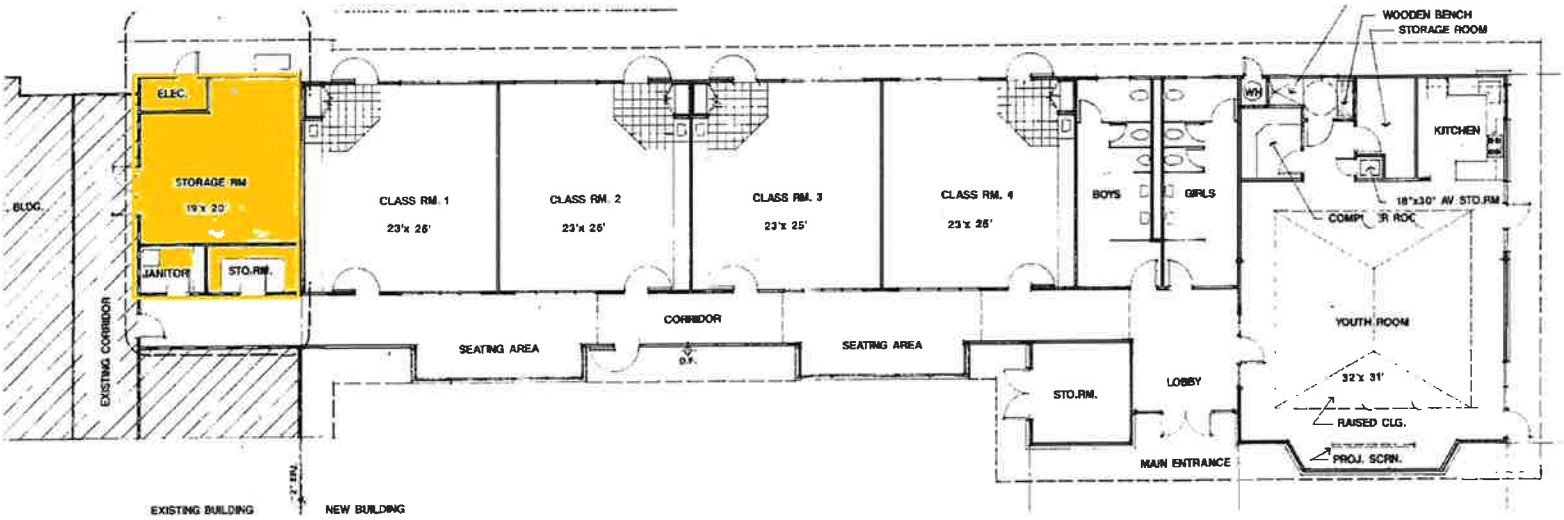
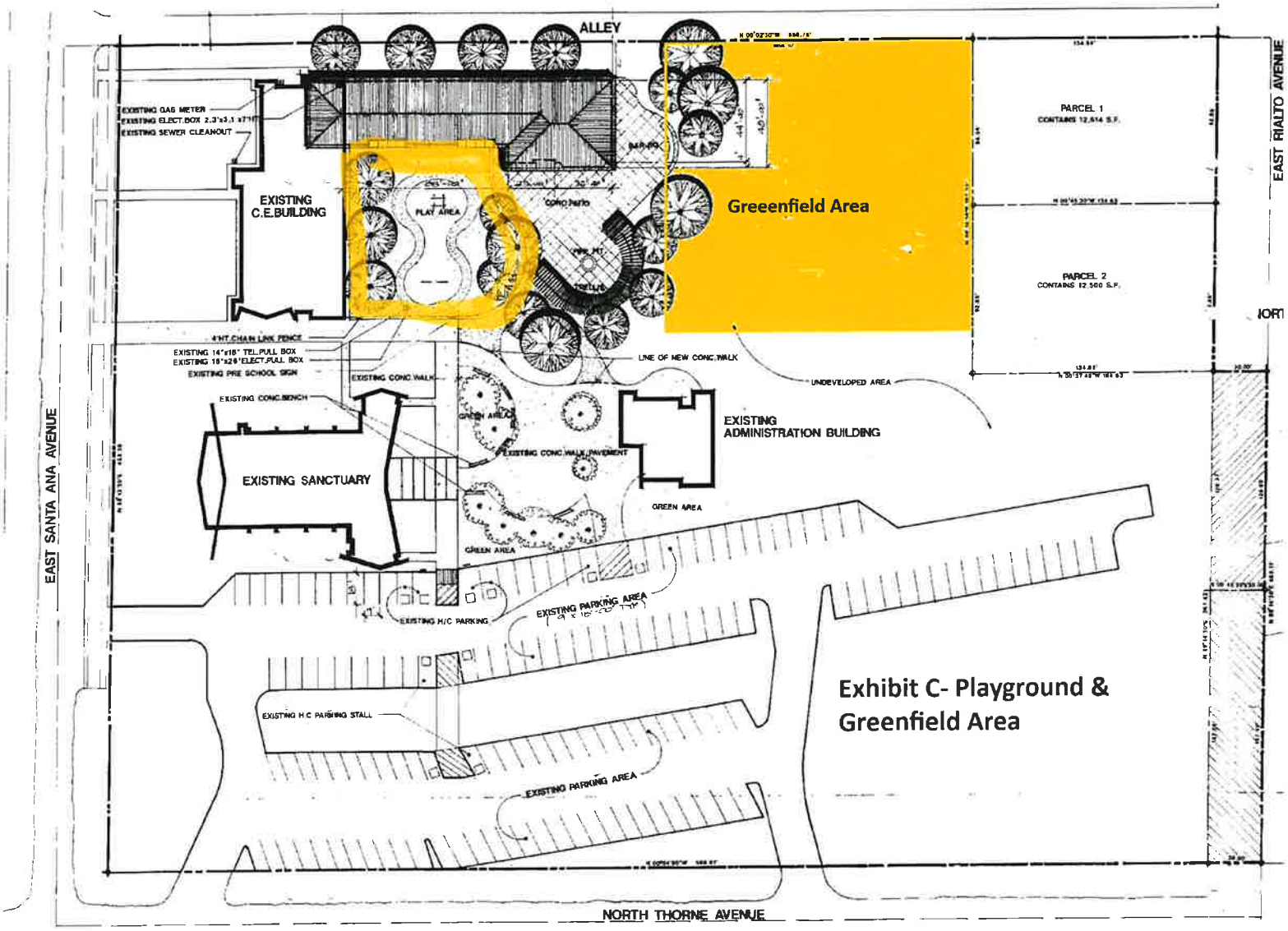
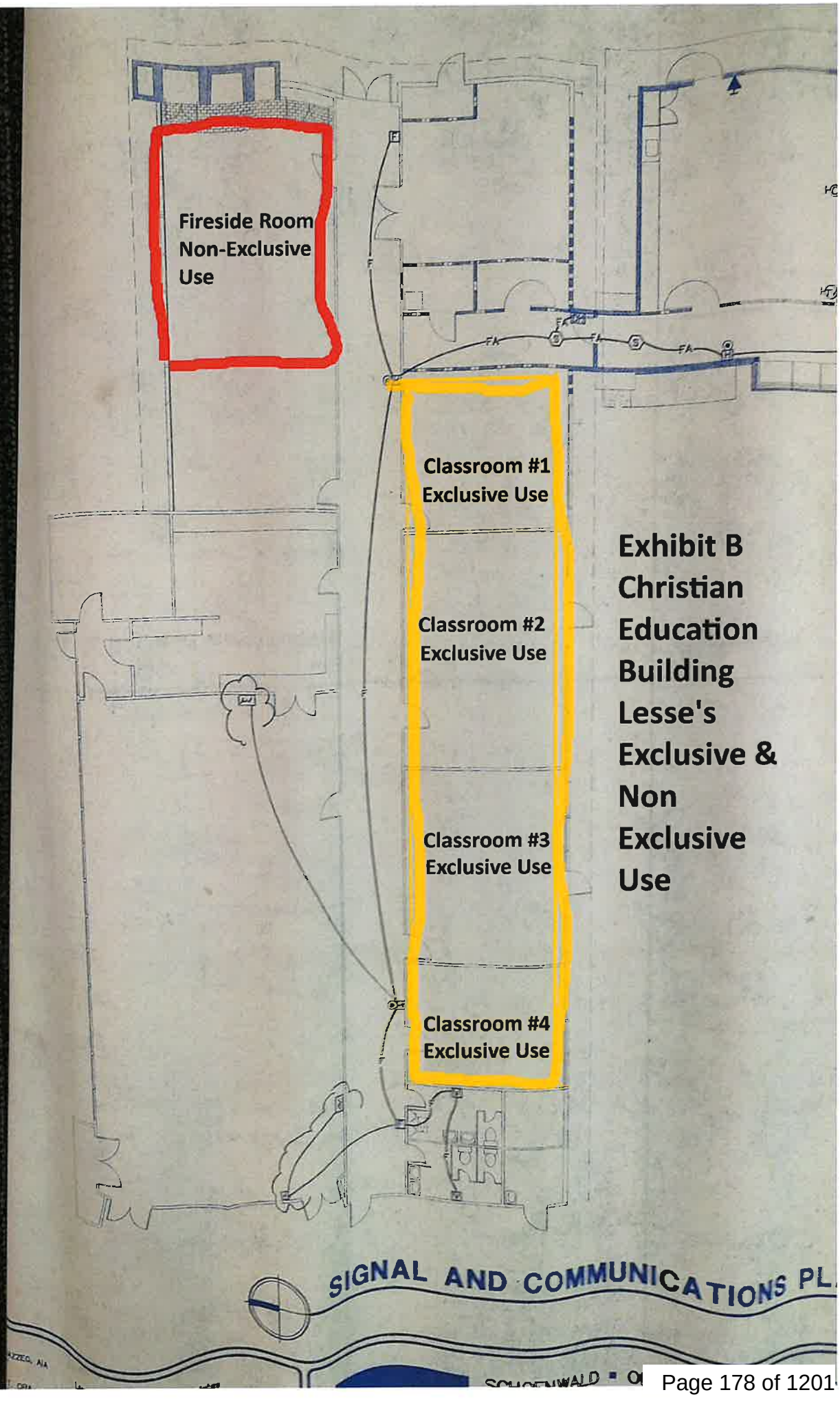
Exhibit A - Storage Space Excluded from Lessee's Use




ALLEY
EAST SANTA ANA AVENUE
EAST RIALTO AVENUE
NORTH THORNE AVENUE
EXISTING GAS METER
EXISTING ELECT.BOX 2.3'x3.1 x7'H
EXISTING SEWER CLEANOUT
EXISTING C.E.BUILDING
PLAY AREA
CONC.PATIO
TRELLIS
Greeenfield Area
PARCEL 1
CONTAINS 12,614 S.F.
PARCEL 2
CONTAINS 12,500 S.F.
4'HT.CHAIN LINK FENCE
EXISTING 14"x18" TEL.PULL BOX
EXISTING 18"x26"ELECT.PULL BOX
EXISTING PRE SCHOOL SIGN
EXISTING CONC.WALK
LINE OF NEW CONC.WALK
UNDEVELOPED AREA
EXISTING CONC.BENCH
EXISTING ADMINISTRATION BUILDING
EXISTING SANCTUARY
EXISTING CONC.WALK PAVEMENT
GREEN AREA
GREEN AREA
EXISTING H/C PARKING
EXISTING PARKING AREA
EXISTING H.C PARKING STALL
EXISTING PARKING AREA
Exhibit C- Playground &
Greenfield Area


Fireside Room
Non-Exclusive
Use
Classroom #1
Exclusive Use
Classroom #2
Exclusive Use
Classroom #3
Exclusive Use
Classroom #4
Exclusive Use
Exhibit B
Christian
Education
Building
Lesse's
Exclusive &
Non
Exclusive
Use
SIGNAL AND COMMUNICATIONS PL

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AFFIRMATIONS AND DECLARATION

As the authorized lead petitioner, I, Michael Cox, hereby certify that the information submitted in this petition for a California public charter school to be named Endeavor Charter School (the "Charter School"), to be operated by Western Sierra Charter Schools, and to be located within the boundaries of the Fresno Unified School District ("FUSD" or the "District") is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

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

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

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

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

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

- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Education Code Section 47605(e)(1)]

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

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

- The Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district . ~~Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment.~~ [Education Code Section 47605(l) ~~and 47605.4(a)~~]

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

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

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

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

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

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

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

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

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

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

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

- The Charter School shall comply with the Public Records Act.

- The Charter School shall comply with the Family Educational Rights and Privacy Act.

- The Charter School shall comply with the Ralph M. Brown Act.

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

- The Charter School shall comply with the Political Reform Act.

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

Michael Cox, Executive Director, WSCS

EXECUTIVE SUMMARY

Endeavor Charter School, operated by Western Sierra Charter Schools, is a proposed TK-12 independent study, personalized learning public charter school that will convert WSCS's existing resource center into its own charter school. WSCS seeks to establish Endeavor Charter School in accordance with Education Code Section 47612.7(b)(1). The Charter School will utilize a facility that was originally utilized by Mountain Home School Charter and Glacier High School Charter, which was in operation prior to October 1, 2019. This facility was an "adjacent county" resource center, which will no longer be legally permissible for Mountain Home and Glacier to operate. WSCS wants to ensure the continued educational program of those students, and therefore is seeking an establishment charter school.

Endeavor Charter School respectfully submits this charter petition material revision request to the Fresno Unified School District, seeking to continue the important work of serving students in the District. This material revision is being submitted as the Charter School seeks to enter a lease at 50 E. Santa Ana, Fresno, CA 93704 which would allow the Charter School to improve the Charter School's operations specifically by moving the TK-6 program to its own space. This facility utilization plan is our intended strategy at this point. However, it may become necessary to utilize each facility in a different way based upon various circumstances that may arise in the future. The material revision would take effect only upon the successful completion of the lease.

The Endeavor Charter School program will be modeled from WSCS' two existing independent charter schools Mountain Home School Charter and Glacier High School Charter.

Endeavor Charter School will be committed to three foundational principles. First, parents are to be active leaders in their child's education. Second, each student's academic program is personalized to meet the needs of that individual student. Finally, Endeavor Charter School is committed to maintaining high expectations of excellence in both academic rigor and personal conduct for students, parents and faculty.

Endeavor Charter School will offer highly personalized educational plans for each student. We will provide independent study students and their families with four types of resources:

- Guidance and oversight of a student's educational plan will be provided by a professional, credentialed and experienced Advising Teacher. Each student and his/her parent/guardian will meet regularly with the Advising Teacher to review progress and assessments and plan upcoming curriculum and pacing. When applicable, a Special Education Teacher and/or Section 504 Coordinator will also be part of this educational plan.
- We will provide a wide variety of standards-aligned curriculum and learning materials. Our credentialed faculty will work with each student and his/her parent to design a standards-aligned educational program that meets the student's individual needs, including A-G approved courses. Endeavor Charter School will purchase the appropriate curriculum and will collaborate closely with each student/parent to develop curriculum pacing plans and expectations for student work.
- Site-based classes, enrichment activities and field trips taught and led by qualified staff and designed around our students' needs and interests.
- A forum and meeting place for independent study families to collaborate and exchange "best practices" with the guidance of credentialed, professional teachers and staff.

Endeavor Charter School will offer a unique educational option for students in Fresno and the surrounding Fresno communities. Based on enrollment at our existing schools, our model is appealing to a diverse

array of students: those who want to accelerate and deepen their learning beyond what is typically offered in site-based schools; students with special needs who would benefit from a home setting; those who have demands outside of school such as amateur rodeo, professional acting, music, dance, and family business/support; and those who simply have not excelled or felt they "belong" in a traditional school setting. Endeavor Charter School will offer broad and personalized curricular and instructional options to meet widely varying individual student needs.

ELEMENT A: THE EDUCATIONAL PROGRAM

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

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

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

I. ORGANIZATIONAL HISTORY, SCHOOL FOUNDERS, MISSION AND VISION

Endeavor Charter School, operated by Western Sierra Charter Schools, is a proposed TK-12 independent study, personalized learning public charter school that will convert WSCS's existing resource center into its own charter school. WSCS seeks to establish Endeavor Charter School in accordance with Education Code Section 47612.7(b)(1). The Charter School will utilize a facility that was originally utilized by Mountain Home School Charter and Glacier High School Charter, which was in operation prior to October 1, 2019. This facility was an "adjacent county" resource center, which will no longer be legally permissible for Mountain Home and Glacier to operate. WSCS wants to ensure the continued educational program of those students, and therefore is seeking an establishment charter school.

The Endeavor Charter School program will be modeled from WSCS' two existing independent charter schools:

- Mountain Home School Charter ("MHSC"), originally established in 1994 as the 63rd charter school authorized in California. MHSC is currently authorized by the Yosemite Unified School District in Madera County to serve the mountain community of Oakhurst and families looking for an alternative to the traditional K-8 seat-based schools.
- Glacier High School Charter ("GHSC"), also authorized by Yosemite Unified School District, was founded in 2002 for the purpose of creating a high school program similar in structure to the MHSC elementary program.

Western Sierra Charter Schools is committed to three foundational principles. First, parents are to be active leaders in their child's education. Second, each student's academic program is personalized to meet the needs of that individual student. Finally, WSCS is committed to maintaining high expectations

of excellence in both academic rigor and personal conduct for students, parents and faculty.

WSCS schools offer highly personalized educational plans for each student. We provide independent study students and their families with four types of resources:

- Guidance and oversight of a student's educational plan is provided from a professional, credentialed and experienced Advising Teacher. Each student and his/her parent/guardian meet regularly with the Advising Teacher to review progress and assessments and plan upcoming curriculum and pacing. When applicable, a Special Education Teacher and/or Section 504 Coordinator will also be part of this educational plan.
- A wide variety of standards-aligned curriculum and learning materials: Rather than a prescribed "one size fits all" curriculum, or simply providing students/families with a budget to purchase their own chosen curriculum, our credentialed faculty work with each student and his/her parent to design a standards-aligned educational program that meets the student's individual needs, including A-G approved courses. WSCS purchases the appropriate curriculum and collaborates closely with each student/parent to develop curriculum pacing plans and expectations for student work.
- Site-based classes, enrichment activities and field trips taught and led by qualified staff and designed around our students' needs and interests.
- A forum and meeting place for independent study families to collaborate and exchange "best practices" with the guidance of credentialed, professional teachers and staff.

WSCS seeks to honor and recognize the unique gifts, skills, passions, and attributes of each student. Our personalized learning model is dedicated to developing individualized learning programs for each student with the intent to engage each student in the learning process in the most productive and meaningful way, and to optimize each student's learning potential and success. Our efforts are focused to help all students make substantial progress in meeting the appropriate standards-aligned academic skills in every area of necessary study.

A. ORGANIZATIONAL HISTORY

1. CURRENT PROFILE

Mountain Home School Charter is now in its 26th year of operations and fifth charter term. Glacier High School Charter is now in its 18th year of operations and fourth charter term. GHSC is fully WASC-accredited. 2017-2018 Enrollment Data:

MHSC has 351 students in grades K-8:

- 22% Hispanic/Latino,
- 69% White,
- 2% African American,
- 1% Asian,
- 45% Free/Reduced Price Lunch ("FRPL"),
- 1% English Learners ("EL"),
- 9% students with disabilities

GHSC has 120 students in grades 9-12:

- 28% Hispanic/Latino,
- 64% White,
- 1% African American,

- 0% Asian,
- 0% Free/Reduced Price Lunch,
- 0% English Learners,
- 8% students with disabilities

Both MHSC and GHSC have enjoyed years of demonstrated student success, academic growth and family satisfaction in the communities they serve.

2. NEW CHARTER

Building on this success and seeking to better serve Central Valley communities, Endeavor Charter School will operate in accordance with the Charter Schools Act of 1992, and consistent with the intent of the California Legislature "to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

> (a) Improve pupil learning.
> (b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
> (c) Encourage the use of different and innovative teaching methods.
> (d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
> (e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
> (f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.
> (g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools." (Ed. Code § 47601.)

B. FOUNDERS

Endeavor Charter School is being founded by an accomplished team of experts in educational leadership, charter school management and classroom instruction:

- Michael Cox, M.Ed., Executive Director, WSCS
- Eric Hagen, Co-Principal, Endeavor Charter School
- Nancy Garcia, Co-Principal, Endeavor Charter School
- Jody Jeffers, C.G.F.M., Chief Business Officer, WSCS

WSCS' Board of Directors is composed of four parents from our schools, two teachers and a community member. The current board's make-up includes experienced experts in education, business, and management. The Board Chair is Darin Soukup, Ph.D, who is the Director of the Oakhurst Community College Center.

The Founding Group and Board of Directors' biographies are attached in **Appendix 1**.

C. MISSION

Endeavor Charter School's mission is to provide a valid TK-12 public education alternative via independent study with site-based classes and supports that will help students learn and grow to their potential and become responsible contributing community members. Endeavor Charter School will enable students to become literate, self-motivated, lifelong learners by providing a student-centered environment in which all students will be held to high academic and behavioral standards; work in collaborative relationships, both within and outside the school site/calendar; and perform service to the greater community.

D. VISION

The vision of Endeavor Charter School is to create a rigorous, dynamic and accountable learning community that is built upon voluntary association, parent leadership, personalized student learning, and high expectations. Endeavor Charter School will accomplish these complementary goals by providing all students and their parents with: experienced, credentialed teacher guidance and support; standards-aligned curriculum and instruction; ongoing, multiple modality assessments; and a large and growing inventory of high quality, standards-aligned instructional resources that offer both breadth and depth in curriculum and auxiliary materials. As a result, students will develop the skills necessary to become responsible lifelong learners who understand personal dedication and desire as the keys for success.

II. THE STUDENTS ENDEAVOR CHARTER SCHOOL WILL EDUCATE

A. TARGET STUDENT POPULATION

Endeavor Charter School will offer a unique educational option for students in Fresno and the surrounding Fresno communities. Based on enrollment at our existing schools, our model is appealing to a diverse array of students: those who want to accelerate and deepen their learning beyond what is typically offered in site-based schools; students with special needs who would benefit from a home setting; those who have demands outside of school such as amateur rodeo, professional acting, music, dance, and family business/support; and those who simply have not excelled or felt they "belong" in a traditional school setting. Endeavor Charter School will offer broad and personalized curricular and instructional options to meet widely varying individual student needs.

1. PROJECTED ENROLLMENT

Endeavor Charter School intends to open in August 2020 with approximately 254 students in grades TK-12. (See Element G for detailed outreach and recruitment plans.) Like our two existing schools, we will hold enrollment lotteries when demand exceeds capacity. (See Element H for lottery/admissions details.)

While we cannot with 100% accuracy predict enrollment for each year, for purposes of planning our budgets and operations conservatively, the following are our enrollment projections for the term of this charter. Note: This five year ADA projection is based on our most conservative (no growth) projection for budgetary purposes. The ADA reflected in this table is the current ADA of our resource center plus our waiting list. Our goal is to demonstrate in the five-year projected budget that Endeavor is fiscally viable even with a no enrollment growth projection. Our present facilities could accommodate a total number of 308. We anticipate hitting that enrollment number by the end of Endeavor's ~~five-year~~ initial charter term.

	2020-21	2021-22	2022-23	2023-24	2024-25
TK-3rd Grade	94.08	94.08	94.08	94.08	94.08
4th-6th Grade	69.58	69.58	69.58	69.58	69.58
7th-8th Grade	36.26	36.26	36.26	36.26	36.26
9th-12th Grade	49	49	49	49	49
TOTALS	248.92	248.92	248.92	248.92	248.92

Projected Enrollment in FY 2025-26 is 338. For FY 2026-27 it increased by 33 to a total of 371. Of these 33 additional students we estimate that 14 will come from a population that resides within FUSD boundaries. Projected Enrollment for FY 2027-28 is increased by 44 to a total of 415. Of these 44 additional students we estimate that 18 will come from a population that resides within FUSD boundaries. This enrollment increase is necessary for two reasons. The first reason is to service a portion of our existing waitlist. The second reason is to cover the costs of the additional facility. These enrollment projections seem reasonable given our Waitlist/Lottery list for 2025-26 was 159 over the lottery time period. Please see the chart for Grade Span Enrollment and ADA projections.

ADA	2025-26	2026-27	2027-28
TK-3rd Grade	76.05	86.78	94.58
4th-6th Grade	57.53	64.35	71.18
7th-8th Grade	82.87	91.65	103.35
9th-12th Grade	113.10	118.95	135.53
TOTALS	329.55	361.73	404.63

Enrollment	2025-26	2026-27	2027-28
TK-3rd Grade	78	89	97
4th-6th Grade	59	66	73
7th-8th Grade	85	94	106
9th-12th Grade	116	122	139
TOTALS	338	371	415

III. Endeavor Charter School Will Prepare Students to Be Educated Citizens in the 21st Century

To be an educated person in the 21st century, a person must first have the foundational skills and knowledge detailed in the California Content Standards, including Common Core State Standards ("CCSS"), Next Generation Science Standards ("NGSS"), English Language Development ("ELD") Standards, and History-Social Science Content Standards (hereinafter, collectively "State Standards"), including the ability to proficiently read, write, speak, and listen; the ability to compute and analyze mathematical concepts; historical knowledge and the ability to investigate and engage in the scientific process and understand the scientific properties of the world in which we live. As increasingly recognized in revised state standards, *thinking* skills are critically important: creative thinking, problem solving, reasoning and logic skills and considering problems and issues from different perspectives. At WSCS, we also believe personal qualities are important for 21st century success in college and career: personal responsibility, self-discipline, goal orientation, personal humility, commitment to truth, conviction of right and wrong, and love and respect for others.

At Endeavor Charter School, beyond core academic skills and knowledge, students will develop skills that will enable them to pursue their own path of learning and live a healthy and productive adult life, including:

- Study skills and habits: note-taking, research skills and study strategies; reflect on and evaluate one's own and others' learning;
- Management skills: the ability to plan, initiate, and complete a project, including managing resources of time, money, materials, and space.
- Interpersonal skills: collaborate with teams, be able to both teach and learn from others, be both a leader and a team player, work well with people from different backgrounds.
- Risk and determination: the understanding that taking risk is necessary to accomplish goals, the wisdom to gauge appropriate risk, the determination to persevere through difficulties over time to achieve a desired goal, confidence to learn from failure, improve and press on.
- Information Management: acquire, evaluate, maintain, organize and revise data, interpret and communicate effectively in different contexts, use technology fluently to acquire, process, store and assess information.
- Technology Skills: select appropriate equipment and tools for the task at hand, apply technology to specific tasks, maintain and troubleshoot technologies.
- College and Career Readiness: college applications, financial aid forms, developing resumes, workplace conduct, career planning, internship skills.
- Strong citizenship and leadership skills: volunteerism, student government, social impact work.
- Personal financial management skills: budget development, balancing checkbooks.

IV. How Learning Best Occurs

Our Personalized Learning model reflects our commitment to developing a program that enables and sustains a student's and parent's choice and individual needs. Our approach provides the format for our initial schoolwide learner outcomes (SLOs), and is guided through an evaluation of our application of State Standards and critical growth needs.

Endeavor Charter School will adopt clearly defined SLOs and broad-based educational goals for all students. We use the acronym "ACTS" to demonstrate what students will seek to achieve:

A C T S – *"Endeavor Charter School students will become:"*

Academic Achievers who…
Plan for their future by establishing goals and action plans and regularly reflect on their own progress.
Demonstrate age/grade-level proficiency in literacy, mathematical, scientific and history/social studies, as well as the arts.

Communicators who…
Communicate effectively in a variety of contexts by using appropriate oral and written skills.
Obtain information, process it critically and respond appropriately.

Thinkers who…
Consider, evaluate, discern, and deduce knowledge with accuracy and logic.
Utilize a historical and informed understanding to develop their perspectives.

Self-Sufficient Individuals who…
Learn independently and act as self-motivated, responsible learners. Take wise risks, set personal goals and persevere over time to accomplish goals. Take individual responsibility for their lives and actions. Adopt an attitude of personal gratitude and humility.

The core of our instructional program is the focus on **personalized, differentiated instruction** that is self-directed (with parent/family support and supervision) with customized supports to meet each student's needs and goals. Students in our independent study model learn *how* to learn by giving them the training to take initiative for their own learning experiences and access higher level thinking skills. Personalized curriculum resources (text and online), hands-on activities (both site-based and independent) and a variety of different approaches ensure that students are working at their full potential. As learning progresses, scaffolds are gradually removed so that students eventually are able to demonstrate comprehension independently.

Each student at Endeavor Charter School will have a **Personal Learning Plan ("PLP")** formed in a collaboration between the student, his/her parent/guardian, his/her Advising Teacher(s), as well as a special education specialist and/or EL Coordinator when applicable. An Advising Teacher will serve as the primary point of contact for each student, with additional subject-matter teachers providing guidance and consultation on their specific subject area. PLPs will include specific goals for each semester of school across all subjects. The PLP will specify curriculum to be used, curriculum pacing, and assessments that will be given to demonstrate mastery of the standards-aligned content for each subject area/course. The PLP will guide each student's academic progress through independent study and site-based instruction and support.

We believe that learning best occurs when students are expected to meet high standards for achievement and are supported in their learning with an individualized approach that rejects the notion that "one size fits all." In order to help all students meet our high expectations, the parent and Advising Teacher will clearly communicate those expectations, and then provide appropriate, individualized support to achieve the stated goals, and meaningful opportunities for students to demonstrate their accomplishments and successes. Instruction at Endeavor Charter School starts first with an understanding of the essential skills, goals and objectives we are trying to achieve, based on State Standards. Students will be offered challenging work that requires critical thinking and the ability to articulate one's ideas. When students are struggling, parents and advising teachers will not lower their expectations, but instead will find creative new ways to ensure students master the content, skills and attributes detailed in the PLP, including, as needed, intervention plans for specific students. As noted psychologist Lev Vygotsky described in *Mind in Society: The Development of Higher Psychological Processes*, the key to a learning experience within a student's zone of proximal development is "problem-solving under adult guidance or in collaboration with more capable peers." The personalized learning model of Endeavor Charter School is scaffolded and differentiated for each individual student in order to ensure all students achieve academic growth.

As a relatively small school with much of the learning taking place at home under the guidance of a supported parent, as well as small class sizes for site-based learning, every student is known far better by their teachers than in a traditional setting in which one teacher may have dozens or perhaps a hundred students each day. We believe learning best occurs when a student is known by a group of committed educators. A high interest curriculum tailored to each student's needs, positive teacher guided feedback, a non-threatening environment and an atmosphere that promotes self-reflection is essential to a true learning experience. As John Dewey wrote decades ago, "Education should be child centered; we should begin planning the lesson by looking at where the child is developmentally." (Dewey, *Experience and*

Education, 1938.) With just 270 students initially at Endeavor Charter School, every student will be personally known by several caring, attentive adults, most notably their own parent at home.

We work to ensure that our students' learning is connected to their "real world"; in other words, in the context of their own experience. We work with students and their parents to engage their natural curiosities, integrate subjects in practical and meaningful ways, and help students define their own inquiries. If what students know and believe is not engaged, learners may fail to grasp the new concepts and information that are taught, or they may learn for purposes of a test but not be able to apply them elsewhere, reverting to their preconceptions outside the classroom. This means that teachers must understand what students are thinking and how to connect with their prior knowledge if they are to ensure real learning." (Darling-Hammond, 2008.) Through our personalized learning model and with the support from their Advising Teacher, students will have autonomy to self-select reading, writing and other learning, and control the time and place where most of their learning occurs. The model inherently demands that students take responsibility for their own learning via self-motivation, self-reflection and self-assessment. This with a thorough system of comprehensive support, will ensure each student develops this responsible autonomy in a meaningful and productive way.

V. Endeavor Charter School Will Enable Students To Become Self-Motivated, Competent and Lifelong Learners

Endeavor Charter School will enable students to become self-motivated, competent, lifelong learners by facilitating independent learning that is engaging, supportive, and worthwhile, helping them develop an authentic love of learning that continues far beyond high school. Our program has been carefully designed to develop students to be self-motivated and competent, who view *themselves* as lifelong learners. Research has found that three elements are needed for students to be self-motivated: autonomy, mastery, and a sense of purpose. (Pink, 2010.) Through our student-centered, personalized learning program (autonomy), students come to understand that they can achieve and they can experience the rewards and confidence that come with achievement (mastery). As students develop confidence in their own abilities they approach learning enthusiastically, for their own benefit and the benefit of others (purpose), fostering an authentic *self-motivation* to learn.

Through diverse assessments, our teachers will ensure that learning objectives are met by students. During each PLP meeting, students will continuously be asked to reflect on their own learning, helping them gain understanding of the way they learn best. Students who can effectively express how they learn best can "own" their education and be successful and enthusiastic life-long learners. Perhaps most importantly, beyond mastering specific skills and facts, students will learn *how* they learn best. As students actively participate in their own learning and even the design of their own learning plans they see the relevance and applications of their education to their daily lives. Thus, well beyond the mastery of specific skills and knowledge, students will develop a lifelong ability to continue to learn. Students at Endeavor Charter School will develop a solid foundation that will serve them well in college, careers, and beyond.

VI. Charter School Goals and Actions to Achieve the Eight State Priorities

Please see the section "Goals, Actions and Measurable Outcomes Aligned with the Eight State Priorities" in Element B of the charter for a description of the Charter School's annual goals to be achieved in the Eight State Priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals, in accordance with Education Code Section 47605(c)(5)(A)(ii).

VII. INSTRUCTIONAL DESIGN

Endeavor Charter School will offer a unique model for learning that blends extensively supported personalized learning with supplemental and comprehensive resources for student support which includes but is not limited to: wide variety of curriculum texts, a vast collection of online classes and instruction, site-based classes, labs, workshops, tutoring, community-based learning experiences, extracurriculars, dual Enrollment in community college and other services. Students will have the option to work independently and/or online on their courses each day with parental oversight or on-site at our learning center, attend on-campus classes and/or concurrently enroll in local community college courses. Each day's work assignments are standards-aligned and based on published texts and curriculum, with clear learning objectives defined (more on the curriculum is included in the next section below).

Endeavor Charter School believes that incorporating and empowering parents within the educational process is critically important, and is an essential part of how we operate as a charter school. The parents' priorities, their leadership and their daily hands-on involvement are essential to the progress and success of each student. This involvement is guided by a credentialed "Advising Teacher" who has been trained as a student academic advisor, counselor, and curriculum specialist. The Advising Teacher works closely with both the student and the parents through frequently scheduled meetings. The Advising Teacher serves as an instructor, guide and counselor for the student's entire learning program. This provides great continuity for the student's overall educational program. The Advising Teacher ensures that each student's learning needs are assessed appropriately, that their goals are both rigorous as well as reasonable and that the student is progressing toward their personalized learning goals.

This personalized learning methodology is implemented in a variety of ways. Students at Endeavor Charter School are provided with options for State Standards aligned direct instruction in Mathematics, Science, Social Studies, English/ Language Arts, Fine Art, and Foreign Language. Students also are given high quality CCSS-aligned curriculum and instructional materials, which students utilize independently. Endeavor Charter School will provide a multiple measures approach in assessing every student. Each student's progress is continually monitored through a variety of assessments. This information is regularly evaluated by the Advising Teacher during PLP meetings. This frequent monitoring of progress shapes the student's personalized learning plans.

Students and their parents meet with their Advising Teacher on a regularly scheduled basis, at least once every twenty school days. At this meeting the student's learning objectives are established for the next learning period, assignments are given, the student's completed work is reviewed and assessed by the Advising Teacher, the parent is provided guidance as needed, intervention plans are created when applicable and the student is provided tutoring. At the beginning of the school year each student is assessed with a State Standards- aligned assessment program. Currently WSCS charter schools are using

the Northwest Evaluation Association ("NWEA") or Let's Go Learn assessment programs, but Endeavor will continue to evaluate which benchmark tests we use based on our students' needs. The assessment results, as well as the Advising Teacher's input, help guide the student's academic program for the year.

The primary elements of our instructional program include:

1. Master Agreement/Independent Study Compliance
2. Personal Learning Plan/Personalized Learning
3. Site-Based and Online-Based Courses and Support
4. Community- and College-based learning opportunities
5. Extracurricular/Enrichment Opportunities

A. MASTER AGREEMENT/INDEPENDENT STUDY COMPLIANCE

At Endeavor Charter School, students will have varying curriculum (and in upper grades, courses) and on-site schedules personalized to meet their individual needs. As an independent study school, students benefit from greater flexibility and are able to utilize their time in areas such as: taking college classes, pursuing and developing their own interests, business internships and greater depth of studies beyond traditional schools. Each student's education team, (student, parent, Advising Teacher and as appropriate, additional personnel such as a Special Education ("SPED") Teacher or EL Coordinator) will design the student's annual **Master Agreement** ("MA"). Additionally, each semester, this team develops the student's **Personal Learning Plan**, which adapts to the students' needs to ensure his/her success in meeting both short and long term academic and personal goals.

Each student is assigned to an Advising Teacher who then is that student's main point of contact and academic guidance, subject-specific credentialed teachers also provide guidance, curriculum advice, site-based instruction, tutoring, assessment review and more for each student. Having a single primary point of contact provides excellent continuity for the student's overall educational program. The Advising Teacher ensures that each student's learning needs are assessed appropriately, that their goals are both rigorous as well as reasonable and that the student is progressing towards their personalized learning goals.

Each student's PLP includes a personalized schedule of independent study classes, assigned site-based classes, online classes, workshops, labs, enrichments/extracurriculars and check-ins with their Advising Teacher and, for secondary grades, additional subject/course teachers based on that student's needs and interests. All students will have continuous contact with each of their teachers (one-on-one, in class or lab, by email, phone, conference, and/or online) as specified in the WSCS Board Policy and in accordance with Education Code Section 51749.5(a)(7)(A): "Certificated employees and each pupil shall communicate in person, by telephone, or by any other live visual or audio connection no less than every twenty school days to assess whether each pupil is making satisfactory educational progress." Teachers will provide needed instruction, adequately judge student progress, and make appropriate modifications. The frequency of student-teacher meetings may be increased as needed throughout each term, based on individual student needs.

As required by California law, the Independent Study Master Agreement for each student will include the following:

- The manner, time, frequency, and place for submitting a pupil's assignments, ~~and~~ for reporting ~~his or her~~ the pupil's progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.

- The objectives and methods of study for the pupil's work, and the methods utilized to evaluate that work.

- The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.

- A statement of the policies adopted pursuant to subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.

- The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.

- 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 pupil upon completion.

- A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.

The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

Before the commencement of independent study, the Independent Study Master Agreement is completed and signed by the student, parent, Advising Teacher and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. a~~ll other persons directly responsible for the student's education.~~A student who is 18 or older may enroll and sign their own Master Agreements. The Principal of Endeavor Charter School oversees scheduling and compliance reporting for all Master Agreements.

At least once every 20 school days, each student with their parent will meet one-on-one with his/her Advising Teacher, who will monitor his/her progress in meeting the terms of the Master Agreement. Monitoring and coordination of the Master Agreement will be done by the assigned Advising Teacher

during the scheduled PLP meetings. During this mandatory meeting, students will review assignments and assessments completed (online and onsite), pacing and completion of objectives detailed in their MA and PLP.

Onsite class schedules are developed and students enroll for those classes each semester. Onsite classes are part of a menu of academic services and options that Endeavor Charter School will make available to students. Students, with their parent and Advising Teacher, choose the classes which they need or are interested in. All onsite classes are taught by qualified instructors.

Student progress is measured by a variety of assessments, both formal and informal, including tests, quizzes and essays, along with discussion of school work and assignments with Advising Teachers. Many of these assessments are administered online, while others are graded and reviewed by teachers. Advising Teachers discuss grades and progress during scheduled PLP meetings. If there is limited or no progress, Advising Teachers discuss with the student and parents/guardians ideas for improvement and suggest options to create better study habits in order to achieve success.

Endeavor Charter School will comply with all legal requirements for independent study, to assign attendance credit, using the time value method of attendance accounting outlined in Education Code Section 51747.5(b). If a student becomes or is in risk of becoming non-compliant either by missing appointments, classes, workshops, or assigned student work, or is not making satisfactory educational progress, the Advising Teacher will commence tiered reengagement and schedule a meeting with the student, his/her parent, principal and any other appropriate teachers (i.e. of the class in which assignments were missed) to discuss the student's compliance with the requirements of the independent study program. Students will have up to 20 days to submit work from the time it is assigned in the Master Agreement. As necessary, the Advising Teacher will arrange a Student Study Team ("SST") meeting with parents/guardians, Section 504 Coordinator as well as the SPED Support Teacher or other teachers to evaluate further student supports or accommodations. Appropriate interventions may be arranged such as tutoring, attendance in study skills workshops, Section 504 Plan accommodations, SPED evaluation or other supports.

If the student continues to miss assignments or meetings, the Advising Teacher will discuss with the student and parent whether the student's goals need to be modified and whether the student is able to meet the requirements of the independent study program. Students who choose to transfer to another school will be processed like any site-based transfer student. Paperwork is completed by Endeavor Charter School administrators or registrar, and includes information about the school the student plans to attend, the reason why the student is leaving as required by CALPADS, and a signature by the parent (or the student if the student was an adult when first enrolled). The student is expected to return all textbooks, tablet computer and school materials, and an official transcript is issued.

Independent Study Assurances

Endeavor Charter School shall comply with all applicable independent study laws including, but not limited to, Education Code Sections 51744 *et seq.*, 47612.5, 47634.2; and Title 5, California Code of Regulations, Sections 11700-11705 and 19850-19854. These laws require, among other things, that Endeavor Charter School shall operate pursuant to an adopted independent study Board policy; each student will have a Master Agreement; and Endeavor Charter School must file for a funding determination as a condition of funding. The Endeavor Charter School shall maintain written contemporaneous records that document all student attendance. These records shall be made available for audit and inspection. Endeavor Charter

School will receive an annual, independent audit of student records conducted by a state-approved certified public accountant. Records are kept for a minimum of three years pursuant to Education Code Section 51747(b), which states: "A written record of findings of any evaluation made pursuant to this subdivision shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school."

Attendance Accounting and ADA Ratios

a. Charter schools must use the time value method of attendance accounting. Education Code Section 51747.5(b)

b. Charter schools must keep a daily or hourly attendance credit register, as appropriate to the program in which the pupils or adult education students are enrolled, separate from classroom attendance records, and maintained on a current basis as time values of pupil or adult education student work products are personally judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons. (5 CCR § 11703(b)(4).)

c. Education Code Section 47612.5(a)(2) states that charter schools must "Maintain written contemporaneous records that document all pupil attendance and make these records available for audit and inspection." A "daily engagement log" (tracking each student's daily engagement in educational activities for each day school is in session) is required by 5 *CCR* 11960.

d. Education Code Section 51747.5(b)(2)(A)(ii) states that "pupil work products may include the daily time value spent by a pupil engaged in asynchronous instruction, including work completed on an online or computer-based instructional activity, regardless of whether pupil work products are produced, if the computer program documents pupil participation. The local educational agency shall maintain documentation of hours or fraction of an hour of both pupil work products and the time that the pupil engaged in asynchronous instruction."

The ratio of average daily attendance ("ADA") for independent study pupils to full-time equivalent ("FTE") certificated employees responsible for independent study is not to exceed the equivalent ratio of ADA to FTE certificated employees for all other (non-independent study) educational programs (referred to as the comparative ratio). For charter schools, that is the prior year ratio for all other non-independent study, educational programs of the largest unified school district in the county or counties in which they operate, or a fixed ratio of 25 to 1 pursuant to Education Code Section 51745.6(d) and California Code of Regulations, Title 5, Section 11704.

B. PERSONALIZED LEARNING PLAN/PERSONALIZED LEARNING

In addition to the Independent Study Master Agreement, which focuses on compliance with the Education Code Independent Study requirements, the Personalized Learning Plan is created to forecast, document and revisit the student's academic and personal goals. The PLP brings the student, parent and Advising Teacher together in a formalized relationship for the sole purpose of planning, implementing, assessing and adjusting the student's educational program. This documented process includes frequent, regularly scheduled meetings of the parent, student and Advising Teacher, assessment of the student's academic strengths and weaknesses, development of a curricular and instructional plan tailored to the student, ongoing monitoring and collection of student work and adjustment to meet the student's needs. The PLP

process is a thorough, formal but personal system that meets each student's academic needs in a very precise, individual and responsive way.

At Endeavor Charter School, "personalized learning" specifically means a unique blend of classroom and non-classroom based public education that is tailored to the needs and interests of each individual student and incorporates the leadership of the parent. At Endeavor Charter School students and their parents are provided a variety of high quality curricular options. We set before them the standards-aligned educational goals and work cooperatively with them in creating customized learning plans that best reach those goals.

The PLP team selects from a wide variety of approved curricular materials for each subject including vast supplementary resources. Additionally, online resources such as Edgenuity and Rosetta Stone are available to students. These online resources, like our textbooks, offer comprehensive curriculum and instructional delivery, aligned to both state and national content standards.

Interactive and media-rich experiences are designed to engage each student at their proficiency level with customization to meet the students who are below, at, or above grade level. Each provides real-time data for parent and Advising Teachers to monitor each student's progress against standards, track growth, identify learning patterns and the need for any supplemental support or remediation. The online platform "dashboard" makes it easy for students to track their own progress and reflect upon their own learning. Additional interactive, online learning tools are used at every grade level including but not limited to: Lexia Reading Core 5, Learning Ally, and Think Central's digital resources aligned to our state-adopted math and ELA curriculum, Khan Academy and ALEKS. Students have 24/7 access to their curriculum and assignments. They receive feedback in real-time for submitted work, both through automatically graded online assessments and through Advising Teacher feedback from Endeavor Charter School faculty. Students proceed at their own pace through assignments, accelerating or slowing down as needed to master the content. Endeavor Charter School will provide Chromebooks to all students to ensure they have 24/7 access to all curriculum and assessments.

At the high school level, students have the opportunity to be part of the "High School Enrichment Community College Program". Beginning the summer after a student's sophomore year, students can start taking two classes per term (summer, fall, spring). Each 3-4 unit college class receives 10 high school credits. Students must have a GPA of 2.5 or higher to participate and must be current in all Endeavor Charter School work. The student's Advising Teacher or Academic Guidance Counselor, and the Principal must authorize the student's course selection in advance.

Our varied curricular offerings are designed to serve pupils of diverse learning needs, ability, and backgrounds. Our curriculum gives students opportunities to build independent study and time management skills and allow for greater parental involvement, and direct pupil decision making participation. Our personalized learning model blends learning environments both within and beyond the classroom, including on-site classes, home-based instruction, online instruction, and community-based instruction.

Endeavor Charter School's personalized model of instruction is designed to ensure:

1) Each student is held to high standards and has access to rigorous curricula and quality instruction that is intellectually challenging.
2) All students have access to qualified certificated personnel.
3) Instructional resources support State Standards and are culturally, linguistically and

developmentally appropriate for every student.

4) All high school students have access to the core curriculum that is aligned with the UC/CSU A-G requirements.
5) Teachers maintain high expectations for the learning of rigorous content, differentiate instruction for varied learning styles and varied ability levels, and provide students multiple opportunities to learn and demonstrate their learning.
6) Students have opportunities to select and be placed into academically appropriate courses reflective of their abilities and needs.
7) Students are encouraged to challenge themselves with a variety of learning experiences and within a variety of learning contexts.
8) Educators understand and apply strategies for closing the opportunity and achievement gaps.
9) All students have access to learning paths that support post-secondary options of looking at colleges and careers.

C. SITE-BASED CLASSES, LABS AND WORKSHOPS

In addition to self-directed learning with one-on-one check-ins with Advising Teachers, students will have the opportunity for a large variety of site-based learning opportunities.

For grades K-12, we offer a variety of site-based classes. Below are some examples that include, but not limited to, the class offerings.

Kindergarten and 1st grade Variety Class: This is a theme-based class where all activities are designed around a science topic. Students learn to interact with their classmates as they discover concepts through literature, technology, drawing, crafts, writing, speaking, role-play, interactive poetry, music, and games. In addition, Kindergarten and 1st grade students are able to participate in a full-immersion Spanish class and learn introductory concepts of music.

2nd-8th Grade Class Offerings: Writing and Technology, Music, Spanish (full immersion as a second language), Critical Thinking in Mathematics, Science, Technology, Engineering, and Math ("STEM") classes such as Science Standards for 5th and 8th Grade, Lego Robotics, Underwater Remotely Operated Vehicles ("ROV"), Language Arts such as Reader's Theater, Literacy Through Arts and Puppetry, California History, and United States History.

9th-12th Grade Class Offerings: Integrated Math ("A to G"-approved) 1, 2, 3, Biology ("A to G"-approved), Chemistry ("A to G"-approved), Physics ("A to G"-approved), Spanish & French Support for "A to G" Online Courses, Underwater ROV, Student Leadership("A to G"- approved), Studio Art (Silk Painting, Mosaic, Glass Painting), Integrated Drawing ("A to G"-approved), Art 1,2 and 3 ("A to G-approved), Personal Finance ("A to G" – approved), Choir, Graphic Design, High School Composition and Language Arts, Personal Finance, Career Technical Education ("CTE") Pathway in Computer Information Support Services (Advanced Placement ("AP")) , Music, World History ("A to G"-approved), U.S. History ("A to G"-approved), Graphic Design and Yearbook. We also offer all high school students tutoring sessions to support their academic success.

In addition to onsite academic offerings, Endeavor Charter School will offer enrichment and extracurricular activities such as Associated Student Body, Academic Decathlon, Academic Pentathlon, community service projects, various field trip opportunities and college campus tours.

Many of our students are significantly involved with their own extra-curricular personal pursuits. In fact, as demonstrated in parent surveys, a significant and increasing percentage of our students come to Endeavor Charter School particularly looking for flexibility to participate in competitive dance troupes, international studies, amateur rodeo, professional acting, specialized pursuits in education, musical involvement and family businesses. With these elements in mind, Endeavor Charter School keeps a keen focus on our unique educational mission, which is to provide broad and personalized curricular and instructional options to each student and family to best suit their context.

VIII. Teaching Methodologies

The State Standards and the frameworks for instructional design are used in selecting primary instructional textbooks and resources as well as in lesson plan creation. Some of the "student centered" instructional approaches include collaborative projects, critical thinking problems and solutions, communication and public speaking opportunities and creativity in completing project-based learning projects. Differentiated instructional approaches, such as assigning open-ended projects using technology for lesson delivery and group collaboration. Self- directed labs and classroom activities are used to meet the needs of students' various learning styles and abilities.

Parents will use a variety of teaching methodologies with their children, ranging from explicit, direct instruction, online interactive learning and project-based/hands-on learning. Because of the "one on one" nature of personalized, parent lead education, our students are instructed and engaged in their learning to mastery. This is, of course, one of the great strengths and advantages of our personalized learning method. Students are not left behind as the instructional information continues to flow by them. Rather, they may move ahead or work at a different pace, according to their understanding.

A. Core Subject Descriptions & Instruction

Endeavor Charter School will fully implement the State Standards in order to provide effective, appropriate instruction for all students. Endeavor Charter School will provide curriculum, instruction, and assessments that are focused on knowledge, skills and understanding the State Standards. Course offerings reflect our current student needs and staffing. These may change to better adapt the changes in our program.

Listed below is a description of each subject area, divided into K-8 and 9-12 sections.

Instructional Materials and Resources

1. English Language Arts

Grades K-8

The elements of the ELA/ELD programs are aligned to the four strands of the *CCSS in English Language Arts* and incorporate the four strands of Reading, Writing, Listening and Speaking. The curriculum will be based on state adopted textbooks, State Standards-aligned online programs, approved reading lists, and teacher-created curricula using a variety of resources to enhance student learning. We provide State Standards-aligned curriculum from the state adopted lists as well as other curriculum resources that serve to complement and meet the needs of our students. Supplemental materials include leveled readers and phonics materials, nonfiction and current events news subscriptions, writing, grammar, and spelling

programs. All teachers will emphasize close reading of fiction and informational text, aligned with grade level expectations in the standards.

Beginning in kindergarten, students listen to stories and informational text and begin learning research strategies, completing short written responses to demonstrate their comprehension. As students advance in reading levels, they both listen to and read a variety of texts, and learn to use reading comprehension strategies (predicting, connecting, questioning, monitoring, clarifying, summarizing, inferring and visualizing) in concert to analyze, evaluate, and interpret what they read. Books are organized by reading levels to facilitate targeted instruction based on the needs of the individual students. Parent and Advising Teachers use a diversity of print and digital sources so that students integrate and evaluate content, visually and quantitatively, as well as in words.

Systematic instruction is provided in word recognition, including phonological awareness and phonics, comprehension strategies and vocabulary development. Children are also given ample time to practice reading decodable books in the early grades and then chapter and non-fiction books as they progress. Materials, strategies and techniques align with student needs, based on developmentally appropriate expectations. In daily reading lessons, students are explicitly taught the strategies and habits of effective reading. For additional support, the online programs Lexia Core 5, Let's Go Learn Reading Edge, Edgenuity reading intervention, and Learning Ally all serve to adapt to student's individual needs and to improve students' reading, by differentiating instruction based on students' reading levels.

During site-based learning time, students will engage in more collaborative whole class and small group learning. The Advising Teacher will read aloud with students (and have students read aloud with their peers), and provide structured peer-to-peer learning exchanges.

As researchers have found, the amount of time reading is the best predictor of reading achievement, including a child's growth as a reader from the second to the fifth grade. A crucial component of our personalized learning model is ensuring students are reading texts they can read independently. Students receive one-on-one guidance and support from both their parent and their Advising Teacher to ensure students are reading texts they can read independently (via leveled readers). Greater fluency gains are seen with struggling readers when they are provided with texts they can read accurately. Advising teachers work with parents to ensure students are selecting and reading appropriate texts for their given level of proficiency.

English Learners and students who are struggling are supported with books at their individual reading level, one-on-one instruction, and additional tutoring. During site-based class time, students' fluency is developed as they listen to their peers who are more proficient and read-alouds by the teacher. Graphic organizers and other scaffolding are used to support struggling writers, and one-on-one work with their teacher, parent/guardian, and tutors.

As students progress, reading instruction will focus on "reading to learn" rather than "learning to read." During small group, site-based classes, differentiated instructional approaches will be provided through the use of modeling, visual aids, and hands-on applications which help students apply learned skills to text at their independent reading level and receive systematic decoding and fluency instruction–when appropriate.

By fifth grade, students read with sufficient accuracy and fluency to support comprehension. They should be able to read grade-level text with purpose and understanding. Students are accessing their repertoire

of reading skills to read complex text with high levels of engagement and comprehension. Fifth grade readers begin to infer about characters' motivations, changes, and the lessons they learn, and to interpret across texts by analyzing characters and responding to literature.

In middle school grades, students are expected to grapple with different texts and analyze the development of arguments throughout each text, comparing and contrasting the writer's argument, and analyzing the validity of evidence presented. Students will read rigorous fiction and non-fiction texts, prose and poetry. Students will have access to state-adopted texts, State Standards-aligned online curriculum programs, plus additional resources and assessment programs to inform student progress, enabling parent and Advising Teachers to push students to greater levels of complexity based on data generated from tests, quizzes, projects, and completed work.

Similarly, writing is developed from the earliest stages alongside reading. Children use their knowledge of sounds and symbols to communicate their ideas. They learn to organize and structure ideas, to write in a variety of genres, and to use the conventions of print appropriately. In writing lessons, students learn to observe their lives and the world around them, and to collect, draft, revise, and publish well-crafted narrative and expository texts.

There are four basic writing modes that students will master as they progress: descriptive, narrative, expository, and persuasive. These basic modes can then be broken down into subcategories, described below.

Basic Modes:

- *Descriptive Writing* - The primary purpose of descriptive writing is to describe a person, place, or event so that the topic can be clearly seen in the reader's mind. The writer must use vivid details that paint a picture for the reader.
- *Expository Writing* - The primary purpose of expository writing is to provide information such as an explanation or directions.
- *Narrative Writing* - The primary purpose of narrative writing is to describe an experience, event, or sequence of events in the form of a story.
- *Persuasive Writing* -The primary purpose of persuasive writing is to give an opinion and try to influence the reader's way of thinking with supporting evidence.

Subcategories:

- Argumentative Writing - This form of persuasive writing has a primary purpose of making a statement that the reader will disagree with, then supporting the statement with specific details that will convince the reader of the truth of the statement
- Business Writing - This form of expository writing has a primary purpose of communicating with others in the workplace.
- Comparison and Contrast Writing- This form of expository writing has a primary purpose of showing the similarities and differences between two subjects.
- Expressive Writing- This form of creative writing has a primary purpose of sharing thoughts, ideas, and feelings on the topic.
- Informative Writing - This form of expository writing has a primary purpose of providing information in a clear, concise manner.
- Literary Response - This form of expository writing has a primary purpose of providing a personal reaction to a piece of literature.

- Personal Narrative Writing - This form of narrative writing has a primary purpose of sharing an experience or event from the author's own life.
- Poetry - This form of creative writing has a primary purpose of imaginatively reflecting on a subject, idea, or event. This is usually done in stanzas rather than paragraphs.
- Process Writing - This form of expository writing has a primary purpose of explaining the steps or procedure of something.
- Reaction Writing - This form of expository writing has a primary purpose of providing a personal response to something.
- Research Writing - This form of expository writing has a primary purpose of reporting new information that has been learned by studying available resources.
- Technical Writing - This form of expository writing has a primary purpose of conveying technical information in a simple, no-nonsense manner.

By the end of fifth grade, students will write opinion essays, informational pieces, narratives, and conduct short research projects. Students will learn to view writing as a craft as they continue to work on revising their writing pieces, on skill development, and writing with proper grammar and conventions. In addition, with parent and Advising Teacher guidance and support, students will use technology to produce and publish their writing, gaining command of keyboarding skills.

Students in middle school grades, in accordance with CCSS, will engage in close reading of complex content, debate and discuss what they have read, and self-assess their own writing and analysis. Central to the students' progress in grades 6-8 as they enter secondary education and prepare for high school curriculum is the use of evidence to support a thesis. Our students will practice this skill repeatedly while being supported with targeted instruction and intervention.

Listening and speaking skills, in alignment with CCSS, are embedded throughout the curriculum and in our onsite classes. Young students are explicitly taught listening skills such as following directions, participating in group discussions as active listeners and providing input and feedback, and avoiding distractions. With increasing complexity as they grow in grade level, students learn to present information and their work to their peers, teachers and community members. They learn basic speaking habits of enunciation, posture, volume and more, as well as structuring their presentations, using varied forms of speech depending on the context, and using visual aids for their presentations. In all grades, students learn how to listen respectfully, speak clearly, and respond with constructive questions or empathetic comments.

Finally, in addition to being taught as specific curricula, reading and writing are integrated into other subject areas such as science and social studies. For example, students keep journals in their science classes, where they record what they have learned and their reactions to the material. In this way, they learn to effectively synthesize and communicate the subject matter.

Grades 9-12

At the high school level, students select from different courses. The following are brief descriptions of the high school level ELA courses, both required and elective. High school students are required to take four years of ELA courses to graduate.

English 9: Intro to Literature & Composition (core and college preparatory)

This course is for all incoming ninth grade students who are able to participate in college preparatory

classes. This class will help students understand literature. Students will read texts covering five genres: short story, nonfiction, fiction, poetry, and drama. Students will analyze recurrent patterns and themes in historically or culturally significant works. Students will read four novels and respond by answering comprehension and critical thinking questions as well as book reports and summaries. These responses will include character development and analysis, writing conventions and styles, and reading comprehension skills. Students will gain skills necessary for competent writing and reading by focusing on the mechanics of language, vocabulary development and directed reading and writing. Students will complete a variety of writing activities, narrative, expository, persuasive, informational, and descriptive writing that demonstrates research, organization, and drafting strategies. Students will respond orally to the literature in all genres and complete a creative writing project.

English 10: Literature & Composition II (core and college preparatory)
This year-long course is for all tenth grade students who are able to participate in college preparatory classes and have successfully completed English 9. Students will continue to apply the knowledge and skill acquired in previous grades with more refinement, depth, and sophistication with grade-appropriate material. Students will read the short story, non-fiction, historical fiction, poetry, and drama and analyze recurrent patterns and themes in historically or culturally significant works. Students will read at least two novels and respond by answering comprehension and critical thinking questions as well as book reports and summaries. These responses will include character development and analysis, writing conventions and styles, and reading comprehension skills. Students will gain skills necessary for competent writing and reading by focusing on the mechanics of language, vocabulary development and directed reading and writing. Students will complete a variety of writing activities, narrative, expository, persuasive, informational, and descriptive writing that demonstrates research, organization, and drafting strategies. Students will respond orally to the literature in all genres and complete a creative writing project.

English 11: American Literature (core and college preparatory)
This course is for all eleventh grade students who are able to participate in college preparatory classes and have successfully completed English 9 and English 10. Students will read non-fiction, historical fiction, modern American poetry, significant essays, historically significant speeches, and analyze recurrent patterns and themes in historically and culturally significant works. Students will read at least three novels and respond by answering comprehension and critical thinking questions as a well as book reports and summaries. These responses will be through active reading to make discoveries regarding plot, setting, character development, point of view, language and tone, meaning, and historical connection. Students will gain skills necessary for competent writing using writing conventions and styles, and reading utilizing comprehension skills using mechanics, vocabulary development, and directed reading. Students will complete a variety of writing activities including; comprehension, critical thinking and creative response, essay, poetry, speech, composition and drafting strategies, descriptive writing that demonstrates literary research, reflective and persuasion responses, journalistic response, interpretive, observational, editorial, and organization responses. Students will respond with discussion and shared inquiry, and prepare to demonstrate insight and gain knowledge on an ongoing basis. Students are expected to perform a high level of critical thinking and application of sophisticated communication skills as they analyze a variety of discussion topics and literature forms.

English 12: World Literature (core and college preparatory)
World Literature is a college preparatory class designed to comprehensively address the English Language Arts skills of comprehension and analysis of literary works, reading and listening for meaning and expanded vocabulary, writing with appropriate conventions and expanding styles, and thinking critically to discern patterns and form opinions. Students read and respond to novels, biographies, short stories,

dramas, poetry, and nonfiction works, with an emphasis on world literature. Students will write with a clear voice and understanding of the audience and draw conclusions based on research. They produce a variety of writings, including comprehension and critical thinking response, novel episodes, scripts, short stories, poems, biographical research, reviews, reflective, persuasive, journalistic articles, cause and effect, compare and contrast, and research essays.

Composition 2 (College-Preparatory Elective ("g") / English)
The purpose of this year-long Composition 2 course is to prepare students for the literacy demands of higher education by teaching them to develop evidence-based analytic and argumentative essays that proceed through several drafts. Throughout this process, students will make choices appropriate for specific audiences and purposes while using effective voice, ideas, organization, word choice, sentence fluency, and conventions. Students will learn to evaluate, synthesize, and cite research to support arguments especially as they relate to rhetorical elements and their effects in nonfiction and fiction texts (including graphic images as forms of text) from various disciplines and historical periods. Students will develop their listening and speaking skills in small group academic discussions and whole class presentations and will learn to integrate technology as a tool for research, analysis, and multimedia presentation.

2. ENGLISH LANGUAGE DEVELOPMENT

Endeavor Charter School is prepared to serve all levels of English Learners. Every student receives equal access to all necessary educational resources and programs. As a Personalized Learning program, every student receives a unique, customized learning plan that is designed around student performance data and includes student, parent and teacher input. Accordingly, EL students are provided all educational resources, supplemental or otherwise, relative to their unique academic needs. This is the most effective because every student is engaged as an individual and receives targeted resources relative to their unique and specific needs.

Every identified EL student is assigned to a credentialed teacher. Every teacher meets with their student and their parent at least once every 20 school days to develop and monitor each student's customized Personal Learning Plan. See "English Learners" section of this charter for a more comprehensive description of EL services and English Language Proficiency Assessments for California ("ELPAC") assessment.

Endeavor Charter School will provide necessary high quality, on-site classes in both the core subjects as well as enrichment areas. Students will be scheduled as much as possible for cooperative learning activities at Endeavor Charter School, conducted in English, that serve to immerse students in the language while giving them opportunities to practice listening, comprehension, and speaking skills. We provide whole class instruction with a wide variety of subjects taught including English language arts, math, science, art, music, and physical education. In addition, a multitude of field trips are held throughout the school year and include all EL students.

A detailed description of the Charter School's plan to serve English Learners is described below.

2. MATHEMATICS

Endeavor Charter School is committed to providing a personalized math program tailored to each student's needs, learning style, and goals. Learning objectives and outcomes will be aligned to the rigorous CCSS mathematics standards using a variety of state aligned and other supplemental curriculum as needed. Teachers will use the *CCSS - Mathematics* for planning and guidance. The goal of the math curriculum is to make students numerically fluent, to build mathematical reasoning skills, to develop a strong math vocabulary and to apply algebraic concepts to problem solving.

Grades K-8

Each student/parent works with a state-adopted mathematics text supplemented by a variety of on-line and hands-on materials including intervention supports and resources, such as Let's Go Learn Math Edge, Edgenuity, My Path, Khan Academy, Alek's online math, tutoring, and on-site enrichment classes. Students learn operations and algebraic thinking, number and operations in base ten, number and operations-fractions, measurement and data, and geometry. The elementary math program emphasizes conceptual understanding intertwined with the other components of math proficiency, using drawings, conceptual language, and real-world examples. At the lower grade levels, the math curriculum is often hands-on -- families have access to a large inventory of manipulatives, math games and other hands-on materials for use at home. Students are given ample time to practice and develop skills at their own pace which supports the needs of struggling students and those ready to move beyond the grade level curriculum. Students learn how to represent solutions and explain their answers, develop problem-solving and reasoning skills. Students invent, question, model, represent, and explore but also learn and practice important math strategies. Mathematics content and models connect and build across the grade levels.

By the end of fifth grade, students increase their facility with the four basic arithmetic operations applied to fractions, decimals, and positive and negative numbers. They know and use common measuring units to determine length and area and know and use formulas to determine the volume of simple geometric figures. Students know the concept of angle measurement and use a protractor and compass to solve problems. They use grids, tables, graphs, and charts to record and analyze data. Concepts for 5th graders include further exploration of geometry, and number sense, multiplication and division of decimals and fractions, and more advanced mathematical reasoning. Emphasis on unpacking and dissecting word problems. Weekly concepts are introduced at the start of the week, and then explored in depth.

In middle grades, the math program will focus on mathematical concepts of ratios and proportional relationships, the number system, expressions and equations, geometry, statistics and probability. Students use problem-solving strategies, questioning, investigating, analyzing critically, gathering and constructing evidence, and communicating rigorous arguments justifying their thinking. Algorithms and basic skills, deep conceptual understanding, problem solving, and adaptive reasoning are all explored within the curriculum.

In addition to state-adopted math textbooks, students access online programs (Let's Go Learn Math Edge and Edgenuity MyPath) for additional skills development and mastery of content standards. Endeavor Charter School offers help for students in need of remediation and builds on students' conceptual understanding of select on-grade-level math concepts to personalize the learning path and give each student the intervention content that he or she needs. Individualized student reports provide teachers with diagnostic results and real-time content mastery for each student.

Grades 9-12

Endeavor Charter seeks to prepare students to use math in both college and the real world. Endeavor will implement common core standards through the A-G approved Integrated Math 1, 2, and 3 sequence of math courses. The integrated math sequence is meant to take math learning out of merely classroom isolation and teach students how to bridge connections among math topics. There are three levels of integrated math, and students typically take classes from 9th to 11th grade.

All high school students are required to take at least three years of Math courses to graduate. Students must successfully complete at least Integrated 1 or Algebra 1 to graduate per state mandate. (See Appendix 7 - Math Flow Chart)

Course descriptions follow.

Pre-Algebra (Algebra Readiness) – This full year course is offered to students who are not ready for Integrated Math 1. Basic Algebra skills are taught in preparation for students to be able to successfully take Integrated Math 1 course the following year. Students in this class receive additional math academic support (tutoring).

Text- Holt McDougal, Mathematics Grade 8 (Common Core Edition), 2012
Assessment- weekly quizzes, unit tests, homework completion

Integrated Math 1 [College Preparatory Course]- This full year course is offered to students who have completed a pre-algebra mathematics equivalent and demonstrate readiness by completing an appropriate placement test. Classes will follow a college style of lecture and labs with work assigned and graded by a math instructor.

Integrated Math 1 builds conceptual understanding of function graphs, linear functions, sequences, exponential functions, systems of equations and inequalities, analyzing data sets for one variable, correlation, and residuals, mathematical modeling, geometry on the coordinate plane, congruence through transformations, perimeter and area of geometric figures on the coordinate plane, connecting algebra and geometry with polygons, and logic.

Text – McGraw Hill, Houghton Mifflin Harcourt (On-line versions of Integrated 1 are also available through Edgenuity).
Assessment – weekly quizzes, unit tests, homework completion

Integrated Math 2 [College Preparatory Course] - This full year course is offered to students who have successfully completed Integrated 1 and demonstrate readiness by completing an appropriate placement test. Classes will follow a college style of lecture and labs with work assigned and graded by a math instructor.

Integrated Math 2 builds conceptual understanding of the tools of Geometry, proving theorems, properties of triangles, similarity of triangles through transformations, congruence of triangles through transformations, using congruence theorems, Properties of quadrilaterals, trigonometry, arcs and sectors of circles, three dimensional figures, quadratic functions, polynomials and quadratics, solving quadratic equations and inequalities, the real number system, other functions and inverses, shapes of the coordinate plane, circles and parabolas, and probability.

Text – McGraw Hill, Houghton Mifflin Harcourt (on-line versions of Integrated 2 are also available through Edgenuity).
Assessment – Weekly quizzes, unit tests, homework completion

Integrated Math 3 [College Preparatory Course] - This course is offered to students who have completed Integrated 2 with a "C" or better, and demonstrate an ability to achieve well in advanced coursework. Classes will follow a college style of lecture and labs with work assigned and graded by a math instructor.

Integrated Math 3's main concentration is building conceptual understanding of Algebra 2 and Trigonometry. Integrated Math 3 starts with introducing Normal Distributions in statistics, then explores quadratic functions, polynomial functions, sequences and series, rational functions, radical functions, exponential functions, logarithmic functions and finally trigonometric functions. This course is geared for 11th and 12th graders to get them ready for college.

Text – McGraw Hill, Houghton Mifflin Harcourt (on-line versions of Integrated 3 are also available through Edgenuity).
Assessment – Weekly quizzes, unit tests, homework completion

Pre-Calculus [College Preparatory Course] - This course is offered to students who have completed Integrated 3 with a "C" or better, and demonstrated an ability to achieve well in advanced coursework. Classes meet at least twice weekly and follow a college style of lecture and labs with work assigned and graded by a math instructor.

Precalculus is intended to provide the mathematical background needed for calculus. At the same time, many students are taking the course as their final mathematics requirement or elective. The course will emphasize mathematical thinking, the use of mathematical models, and the understanding of mathematical functions and graphs. This course starts with functions and their graphs, polynomial and rational functions. Then moves into exponential and logarithmic functions, trigonometry and trigonometric functions and trigonometric equations, identities, and applications. Students will be able to apply the law of cosine and sine, find areas of oblique triangles, complex plane and polar form for complex numbers, perform mathematical operations on vectors and applications of vectors in plane. Next students will understand systems and matrices, topics in analytic geometry, sequences, series, and probability, limits and will conclude with an introduction to calculus. Students will learn to estimate limits and use properties and operations of limits. Find limits by direct substitution and by using the dividing out and rationalizing techniques. Approximate slopes of tangent lines, use limit definition of slope, and derivatives to find slopes of graphs. Evaluate limits at infinity and find limits of sequences. Find the limits of summation and use them to find areas of regions bounded by graphs of functions. Students will be able to use Riemann Sums.

Text – Holt, Rinehart, and Winston. Online versions of Pre-Calculus are also available through Edgenuity.
Assessment – Weekly quizzes, unit tests, homework completion

3. SCIENCE

Our science curriculum is based on an interdisciplinary approach using both the NGSS and CCSS. As we implement NGSS, students will demonstrate how to apply the scientific method to design controlled experiments in projects, analyze and interpret qualitative and quantitative data, apply scientific writing

skills to communicate conclusions from scientific data, and apply scientific knowledge and research to current social and world issues. Teachers use a variety of resources to help bring this content to life, ranging from state-adopted texts to hands-on curricular kits and projects. Based on our belief that students best learn science by doing science, teachers use an inquiry-based approach to foster a love of scientific inquiry, science language acquisition, and conceptual understanding. As an example, students test various salts to determine the amount of heat released or absorbed during the dissolving process. They are then asked to design a hand warmer or an ice pack and given resources to consider factors such as cost, level of hazard/environmental impact, time, and available materials. Students are asked to evaluate the resources presented and to decide which factors will drive the design of their hand warmer or ice pack. Finally, students will compile their data and research findings to present their design. Through this activity sequence students learn the standards aligned concepts of thermochemistry, the dissolving process, evaluating evidence, making claims, and sharing findings. A love of science is fostered through real world applications. Students are exposed to and then apply terms such as endothermic, exothermic, molarity, solution, and efficacy within the context of the experimental process that leads to greater understanding and lasting conceptualization.

Students conduct investigations and experiments as a way of understanding the different concepts they will learn. Literature is also infused into the science curriculum to reinforce content literacy skills and boost comprehension on all grade levels. Students engage and read about science through both fiction and non-fiction texts. Content-rich and high interest trade books will be used to support the development of science concepts and associated academic language across all grade levels. Students integrate writing and demonstrate comprehension through the use of interactive science notebooks. Technology also is incorporated into science activities where appropriate on personalized student Chromebooks. Microsoft Office (Word, Excel, PowerPoint, OneNote) and/or Google Apps can facilitate data analysis, construction of graphs and tables, and interpretation of results. This software, along with online resources, is used to scaffold content for English Learners and create challenging assignments for advanced students. Students also use Tinkercad to design and print from the 3D printer. In addition, online simulations and online labs are used when applicable to certain science lessons.

Grades K-8

Endeavor Charter School will foster in students a love of scientific inquiry and language acquisition by supporting the foundations of science: science as exploration and experimentation, and the scientific method as a way of developing and expanding human knowledge through natural, hands-on or student-led experiences. The four strands within K-5 standards include Earth Science, Life Science, Physical Science, and Investigation, Engineering, and Experimentation. Learning will emphasize science as a process of formulating and answering questions about the physical world around them, and encourage students to pursue answers to their own scientific queries. Instruction will also promote student appreciation of the natural world and develop skills of hypothesis forming, identification, experimentation, evaluation, documentation and presentation. Students will create and lead meaningful scientific experiments and make real-life connections and applications.

Endeavor Charter School will teach and promote STEAM (Science, Technology, Engineering, Art, and Math) at all grade levels. Classes will incorporate technology into all subject areas and will promote science and engineering with real world applications. Students will be given opportunities to enter competitions and exhibits such as Lego First League, MATE Underwater Robotics, and STEAM Fairs. Examples of some of the courses we offer are for 1st-8th grade Science, Robotics, and Engineering class using the Lego WeDo robotics kits. 3rd - 6th grade students will use the Lego Mindstorm EV3 kits. 6th - 8th grade will have the opportunity to participate in the MATE Underwater Robotics program. Further

description of the Underwater Robotics program below. All grades will begin to learn physics, engineering process, teamwork, problem solving, logic, and computer programming at age appropriate levels.

Middle grades science focuses on earth science, life science, engineering, and physical science. Drawing on the curriculum resources, teachers plan in depth integrated units of study in which students use the scientific method to enact, observe and record experiments based on their hypothesis. Unit themes are based on inquiries such as "Why do some things change and some things stay the same?" or "How and why do human beings and animals find or create shelters?" Teachers promote skills in questioning; developing and using models; planning and carrying out investigations; collecting, analyzing, and interpreting data; constructing explanations; designing solutions; engaging in argument from evidence; and synthesizing and communicating information. Students learn to be logical in making assumptions, accurate when collecting data, insightful when drawing conclusions, and unbiased when supporting statements with reliable scientific evidence. By the end of grade eight, students will become independent scientific researchers with strong expository reading and writing skills who are able to implement student-created scientific experiments.

Robotics and Engineering for 6th - 12th grade

Endeavor Charter School, in cooperation with the MATE Center, uses underwater robots – also known as remotely operated vehicles or ROVs – to teach science, technology, engineering, and math ("STEM") and prepare students for technical careers. Working in partnership with the Marine Technology Society ROV Committee, MATE created the ROV competition as a way to:

- Engage students in STEM and expose them to science and technology careers
- Encourage students to develop and apply technical, teamwork, and problem solving skills
- Provide funds, materials, and technical expertise to support student learning provide industry with skilled individuals who can fill workforce needs
- The MATE competition challenges K-12, community college, and university students from all over the world to design and build ROVs to tackle missions modeled after scenarios from the ocean workplace. The competition's class structure of beginner, intermediate, and advanced complements the education pipeline by providing students with the opportunity to build upon their skills – and the application of those skills – as they engineer increasingly more complex ROVs for increasingly more complex mission tasks.
- The MATE competition requires students to think of themselves as "entrepreneurs" and transform their teams into companies that manufacture, market, and sell "products." In addition to engineering their ROVs, the students are required to prepare technical reports, poster displays, and engineering presentations that are delivered to working professionals who serve as competition judges.

Grades 9-12
Endeavor Charter School will require two years of high school lab science for graduation (1 year Physical Science and 1 year Life Science).

Biology (core and college preparatory)
Biology - This laboratory science covers high school biology standards and concepts aligned to NGSS and CCSS. Students should be concurrently enrolled in Algebra 1, Integrated Math 1 or higher as a co-requisite.
Assessment: Labs, homework, projects, tests, and attendance.
The main purpose of this laboratory-based college preparatory course is to provide understanding of the

basic biological concepts: the diversity of organisms; the cell; heredity; matter, energy, and organization of living systems; evolution of living systems; physiology; the biosphere and interdependence of abiotic and biotic factors. Labs scheduled biweekly will focus on active student participation in laboratory investigations and the development of critical-thinking skills. Biology provides the foundation for further studies in Biology.

Chemistry (core and college preparatory)
Chemistry - This laboratory science covers high school chemistry standards and concepts aligned to NGSS and CCSS. Students should have completed or be concurrently enrolled in Algebra 2 or Integrated Math 2.
Assessment: Labs, homework, projects, tests, and attendance.
Chemistry is a laboratory-based college-preparatory course. Biweekly laboratory experiments provide the empirical bases for understanding and confirming concepts of matter in chemistry; these labs will be scheduled biweekly and with coordination of students' schedules This course emphasizes discussions, activities, and laboratory exercises, which promote the understanding of the behavior of matter at the macroscopic and molecular-atomic levels. Chemical principles are introduced so that students will be able to explain the composition and chemical behavior of their world. In this class, students will develop an understanding of chemical concepts and theories as they relate to daily life. This course will help students analyze and understand the fundamentals of chemistry such as atomic structure, chemical reactions, matter, the periodic table, gas laws, acids and bases, energy and thermodynamics.

The purpose of this course is for students to be able to achieve the following:

1. Solve scientific problems by making observations and collecting data.
2. Acquire a basic understanding of chemistry as a basis for furthering education in the sciences.
3. Apply skills of measurement, observation, statistical, and technological skills to compare, contrast, and create useful models of the structure and properties of matter and the mechanisms involved in its interactions.
4. Improve their ability to learn independently by researching and drawing generalizations from science related articles, books, graphs, charts, and diagrams.
5. Explore the history of matter and discover future careers in chemistry and other sciences.

Physics (core and college preparatory)—This laboratory science covers high school physics standards and concepts aligned to NGSS and CCSS. This course is offered to students who have completed Biology and/or Chemistry courses with a "C" or better, and demonstrated an ability to achieve well in advanced coursework. Students should have also completed or be concurrently enrolled in Algebra 2 or Integrated Math 2.

Assessment: Labs, homework, projects, tests, and attendance.
Physics introduces students to the physics of motion, properties of matter, force, heat, vector, light, and sound. Students learn the history of physics from the discoveries of Galileo and Newton to those of contemporary physicists. The course focuses more on explanation than calculation and prepares students for introductory quantitative physics at the college level. Additional areas of discussion include gases and liquids, atoms, electricity, magnetism, and nuclear physics.

4. HISTORY/SOCIAL SCIENCE

Social studies curriculum is based on the *History-Social Sciences Content Standards for California Public Schools: Kindergarten through Grade Twelve*, *CCSS for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects (CA CCSS for ELA/Literacy)*, and the *ELA/ELD Framework*. As with science, the curriculum is concept-based, and provides in-depth study of big ideas/concepts. At all grade levels, history/social studies curriculum is taught using concepts from history, geography, psychology, sociology, economics and political science, and inquiry about different cultural groups is promoted. The program facilitates interdisciplinary teaching, contains student-centered lessons and materials, and supports the development of other aspects of learning (artistic, social, verbal, logical, and intuition). As students master key concepts and vocabulary, they develop non-fiction reading skills.

In primary grades, students are introduced to basic spatial, temporal, and causal relationships, emphasizing the geographic and historical connections between the world today and the world long ago. Historical empathy for how people lived and worked long ago reinforces the concept of civic behavior: how we interact respectfully with each other, follow rules, and respect the rights of others. Geographic and economic conditions of life are examined with aspects of life in their own neighborhoods and compared to those of people long ago. Identity/Culture concepts include cultural diversity (including differences between self and peers) and empathy, focusing on the contributions of others such as American Indians and immigrants, and the impact they have had in forming the character of our contemporary society.

In middle school grades, students will understand and apply concepts of cause and effect, evaluate historical documents, create electronic slideshows to aid public presentations of their work, use Internet search engines to find digitized primary historical documents and use critical thinking skills to analyze events in history and make connections between historical events and current world issues. Students learn about the milestones in California history, the development of our nation, expand their knowledge and understanding by studying the Ancient and Medieval world, and review our nation's history and development of American politics, society, culture, and economy.

Grades 9-12
Students will understand and apply civic, historical, and geographical knowledge in order to serve as citizens in today's world of diverse cultures.

World History (core and college preparatory) The purpose of this year-long World History course is to encourage critical thinking, integrate history with geography, and make social and cultural connections with historical events. This course has been written with an emphasis upon critical thinking, the development of research skills, and expression. To understand history, students will be required to translate information, interpret, determine cause and effect relationships, infer and draw conclusions, recognize points of view, detect bias, problem-solve, form hypotheses, and evaluate. In addition to readings in the textbook, students will choose 2 books to read and keep a journal of their impressions and reactions to the book. They will also complete weekly writing assignments, unit projects, and 2 major research projects for the midterm and final exam**.**

US History (core and college preparatory)
This year-long course surveys the major turning points in American history in the twentieth century. The course begins with a selective review emphasizing two major themes: the nation's beginnings and the industrial transformation of the new nation. Throughout the course the application of constitutional principles to contemporary issues is addressed. Topics covered are the expanding role of the federal government and the federal courts, the continuing tensions between the individual and the state and

between minority rights and majority power, the emergence of a modern corporate economy, the impact of technology on American society; culture change in the ethnic composition of American society, the movements toward equal rights for diverse groups such as racial minorities, gays and lesbians, people with disabilities, and women; and the role of the United States as a major world power. The course investigates the diversity of American culture, including religion, literature, art, drama, architecture, education, and the mass media.

United States Government

This semester course is intended to introduce and allow students a deeper understanding of the fundamentals of the institutions of the U.S. government as well as analyze federalism. Included is an examination of the basis of U.S. political ideas, principles and practices, as a means of acquainting students with the complexities of the U.S. political system. Students will look at the historical and when applicable, contemporary, changes to interpretations of the Constitution, Bill of Rights, majority rule vs. minority rights, the separation of powers, as well as the checks and balances between the legislative, executive and judicial branches of government. Federalism is analyzed by dissecting the relationship between the federal, California state and local governments. There will also be a comparison with other international governments. In comprehending our political, economic and social experience as a country and individual citizens, students will be prepared to vote, participate in community events and be informed citizens. Individual freedoms and civic responsibilities are prevalent themes.

The goal of this course is to provide students with a framework for studying political, social, economic, and cultural issues as related to government. Students will also be analyzing the impact these issues have had on U.S. society. This course goes beyond memorization of isolated facts to the development of higher level thinking skills, encouraging students to make historical assessments and evaluations as they explore perspectives on various issues. The ultimate outcome is to help students develop their own sense of responsibility as citizens and participate in our various communities.

Economics

Economics is a one-semester course designed to help students become responsible decision makers as they are exposed to economic issues at the personal, local, national and international levels. The course will focus on economic principles and concepts with emphasis on practical application as it relates to the consumer. The course is divided into five basic economic units: Fundamental economics concept, comparative economic systems, the principles of microeconomics, the principles of macroeconomics and international economics concepts.

By the end of the semester students will:

- Understand scarcity as the basic economic problem and how this connects to the law of supply and demand.
- Know the role that the government plays in the economy in both a macro and micro sense.
- Comprehend the impact that international economic cooperation has on people's lives.
- Understand common economic terms and concepts and economic reasoning.
- Analyze the elements of the US market economy in a global setting.
- Understand the influence of the U.S. government on the American economy.
- Analyze issues of international trade, and explain how the economy of the world is interconnected.
- Analyze issues of international trade.

As state funding is made available, the Charter School will comply with requirements under AB 101 to offer a one-semester course in ethnic studies and require that students complete the same as a graduation requirement commencing with students graduating in the 2029-30 school year.

The Charter School will comply with requirements under AB 2927 to offer a one-semester course in personal finance by the 2027-28 school year and require that students complete the same as a graduation requirement commencing with students graduating in the 2030-31 school year.

5. FOREIGN LANGUAGE

K-8th Foreign Language Program

Endeavor Charter School's Foreign Language program offers students opportunities to learn another language other than English starting in 1st grade. In grades 1st through 4th, students are offered Spanish full immersion enrichment classes. Our Spanish full immersion program cover units such as greetings and introductions, common conversations, family vocabulary, animals and basic Spanish concepts (colors, numbers, alphabet) through art, science, games and music.

At grade levels 4th-8th, foreign language instruction is based on the acclaimed Rosetta Stone program. Rosetta Stone is used by more than 22,000 educational organizations and millions of people worldwide. Rosetta Stone offers two programs for schools: Rosetta Stone Foundation Gold and Rosetta Stone Advantage. The Foundations program, offered in 24 languages, includes:

- Carefully sequenced lessons that introduce vocabulary and grammar, building upon previously learned content
- Immediate feedback on every response that reinforces key concepts and correct learning
- Speech recognition within all lessons and activities, which helps improve students' pronunciation and speaking confidence
- Games and activities that encourage students to practice listening and reading skills
- Build confidence, increase engagement, and develop vocabulary learned in core lessons
- Practice reading long story passages, leveled to student ability, with feedback via speech-recognition technology
- Live tutors who leverage structured exercises and conversations to engage students in their new language
- Sessions that focus on topics aligned with the student's current proficiency level, reinforcing newly acquired skills
- Small, controlled environment that is safe for students

(http://www.rosettastone.com/k12/foundations)

For more advanced students, the Rosetta Stone Advantage program (in nine languages) offers:

- More than 40 activity types engage students throughout training
- Speech-recognition technology provides students immediate pronunciation feedback
- Access to Euronews and Associated Press video lessons at the intermediate level containing actual news broadcasts

Exercises, explanations, and tools help perfect grammar and phonetic knowledge with:

- Text and multimedia illustrations to enrich language learning
- Conjugation tool with up to 2,300 verbs to expand foundational knowledge
- Instant access to translations and recordings of around 10,000 words per language

Placement, progress, and achievement tests are built in across all levels, enabling more targeted learning throughout the program. Tests include:

- Placement test: Assesses language proficiency at the start
- Progress test: Evaluates learner progress at regular intervals
- Achievement test: Provides evaluation at completion

Lessons are organized into relevant cultural topics to help students better understand and appreciate language and its culture. Topics ranging from cuisine to history and entertainment to the economy. (http://www.rosettastone.com/k12/advantage)

9th-12th Foreign Language Program

At the high school grade levels, students have the option of enrolling in any a-g approved, foreign language course through Rosetta Stone (see description above), and Edgenuity. In addition, students enrolled in Spanish and French are able to participate in full immersion support classes. These classes provide students with group conversational practice and help reinforce concepts and vocabulary that are being taught in their online courses.

6. VISUAL/PERFORMING ARTS

K-8 Art Program

Starting with Kindergarten, students have access to a professional community art instructor that delivers weekly art lessons. These lessons are cross-curricular with social science themes and Elements of Art and Principles of Design. Students experience working with a variety of media such as watercolors, oils, pastels, and tempera paint. This Art program concludes with a formal art reception at a local art museum in which all school families, students, staff, WSCS Board and any affiliated community members are invited to attend.

High School Art Courses & Program

Integrated Drawing A-G Course & Art 1, 2 and 3 (a-g pending approval)

A credentialed art instructor delivers lessons to students that are interactive, engaging and rigorous. After students successfully complete Integrated Drawing or Art 1, the Art teacher may recommend students to take advanced art classes (Art 2 and 3).

Students are engaged in direct instruction in the area of basics of perspective, shading, proportion, color, compositional balance, art critique process and self-evaluation. The art projects are submitted to our annual formal art reception hosted by a local art museum. All stakeholders are invited to attend.

Students will learn the five basic component skills of drawing and participate in drawing challenges that will allow for the cognitive shift from using the left side of the brain to the right side of the brain. In addition, students will learn and experiment with artistic expressions in the following progression, line, value, and color. They will be able to explain in basic terms the relationship of drawing to visual, perceptual brain processes and to provide methods of accessing and controlling these processes.

In the Integrated Drawing and Art 1 courses, students will explore the various skills needed to draw original art pieces with a focus on self-expression. Students will use the Elements of Art and Principles of

Design to create two and three-dimensional drawings to solve perception and value problems. This course will also cover recent brain research information to educate the student artist on the various ways to utilize the brain to produce masterpieces. Students will be responsible to compile a portfolio in which they will demonstrate their understanding of the Elements of Art and Principles of Design in relation to drawing and social and historical universal themes. They will also research and follow the Art Critique sequence to make informed judgments on another artist's work. Although the majority of the course concentrates on drawing skills, color theory will also be introduced. Students will also be responsible in refining and reworking their own works of art and demonstrate an understanding of the various skills an artist needs.

Studio Art Course

Studio art courses cover unique art techniques in the area of Mosaic, Silk Painting and other specialty art projects.

Course Description: Silk painting process allows students to fully experience colors and silk fabrics. Another attraction is the potential for the product of this process—the colorful hand-painted fabric—to be integrated into our everyday lives not only as art, but as fashion and home furnishing as well. A foundation in color theory will assist the students in analyzing and using color effectively. Art projects will be displayed in a museum quality display. Students will learn about visual displaying techniques.

Techniques taught: Stretching — Diluting — Resisting — Spotting — Salting — Double loading — Wet-on-wet — Fabric setting — Product knowledge — In-depth discussion with many visual samples of hand painted fabrics. Also, students will experience some advanced techniques like: linear underpainting and layering techniques.

Other techniques and mediums of art will be explored such as jewelry making, mosaic, and glass painting.

Online Art Options

Through our various online platforms, students have access to a-g college prep Art courses such as Music Appreciation, Introduction to Visual Art, Graphic Design and Illustration, Art in World Cultures, Two-Dimensional Studio Art, Digital Art and Design and Music Exploration.

7. OTHER ELECTIVES AND COURSES

Health and Wellness

In grades K-8, students are required to have at least 20 minutes daily of physical education, and in grades 9-12, students must work out on some form of focused cardiovascular exercise for at least 40 minutes per day or an average of 400 minutes every ten school days. Students keep a log of their times and activities on the attendance form which is signed by the parent/guardian and Advising Teacher. Endeavor Charter will have students participate in state mandated PE testing in 5th, 7th, and 9th grades.

Endeavor Charter School will offer health and wellness screenings, including for vision, hearing and scoliosis, as addressed under Element F below.

Although health is not a required high school graduation requirement, students are able to complete a Health course as an elective. This course covers an in-depth evaluation of health and wellness and covers topics such as anatomy, body systems, diet and food composition, personal health, drugs, depression,

mental health, physical fitness, and societal and medical influences on diet and health.

Career Pathways in Technology – Information Technology ("IT") Service and Support
This program focuses on IT Service and Support and aims to give students job skills and certifications in those areas. It covers two years of coursework including IT troubleshooting and computer programming. Below is the current list of courses being offered and the years in which they are offered:

CTE Pathway in Technology- IT Services and Support Pathways: Year 1

First Semester – Career Pathways in Technology: Introduction to IT Principles

The first semester is an introduction to the basics of IT support. This covers the IT troubleshooting steps as recognized by the Computer Technology Industry Association ("CompTIA") as well as introductory identification of parts, "computer math," acronyms and commonly used terminology.

Second Semester – Career Pathways in Technology: IT Fundamentals (concentrator course 1)

The second semester covers a wider variety of topics, enhancing the IT support role. We learn about help desk software, databases and cybersecurity principles, including how to guard against various cyber-attacks. At the end of the second semester, students are given the opportunity to become certified through both CompTIA (IT Fundamentals+) and Precision Exams.

CTE Pathway in Technology- IT Services and Support Pathways: Year 2

First Semester – Computer Science ("CS") Principles (concentrator course 2)

In the second year, the students are offered an AP course on computer science principles. Taking the AP exam is optional, but highly recommended as those who perform well on this exam can potentially receive college credit. The first semester of CS Principles includes an in-depth look at how the internet works including the various layers of the internet, how computers store various information and introductory programming. It also provides a review of the first year from a different perspective, reinforcing and refreshing prior knowledge in preparation for being workforce ready. We will also be working on the completion of the AP Explore performance task.

Second Semester – CS Principles + Microsoft Office Specialist (capstone)

The second semester picks up where the first left off, continuing the programming journey while exploring data privacy and application building. The second semester also contains the completion of the Create performance tasks along with the College Board's AP CS Principles exam. In addition to the AP requirements, students will be instructed on different Microsoft applications and given the opportunity to become certified as a Microsoft Office Specialist.

College and Career Readiness

Endeavor Charter School will offer students a College and Career Readiness Course that will help guide parents and students in the process and steps necessary to start career and college exploration. Students will engage in career assessments, college visits, goal setting projects and interviewing of professionals. In addition, they will learn about various ways they can pursue financial-aid, scholarships and grants.

All students have access to career assessments that match them with possible future careers. In addition

to these assessments, students have additional college and career supports.

Middle School Students:
*Watch videos and read about and explore different careers.
*Participate in quizzes that help students find their interests and discover how to connect them to careers.
*Students can get ahead of the game by starting a four-year education plan.

High School Students:
* Search for colleges and financial aid to help students set and fulfill goals.
* Build a personal portfolio that is about the student and what they can offer.
* Create resumes, practice interviewing skills and search for jobs.

Local scholarship information is continually made available through the Charter School website, Counselor and Advising Teachers. College and Career related workshops and field trips are periodically made available for students and/or family to attend. Families are encouraged to search for resources using any and all agencies available to gain maximum benefit.

Leadership 1 (A-G)

The Leadership program is a year long optional Elective class that is worth 10 H.S. Credits. It proposes to expose students in grades 9-12 to the domains, disciplines and responsibilities of leadership. This course also seeks to challenge and stretch students to personally exercise those very domains and responsibilities.

The leadership program objectives are:
1) Public Speaking-
- Practice presentations, skill lessons (tone of voice, body language, eye contact, organization and flow of writing a speech, memorization),
- Final semester presentations (individual) "Leadership Project"

2) Community Service
- Whole class community service partnered with Community Food Bank
- Individual community service hours tied in to “Leadership Project”

3) School Spirit
- Plan high school events; required to attend school events planned in this class and selected ASB events.
- Wear matching attire to represent school when participating in field trips.

4) Team Building
- Fresno State or Sugar Pine Camp ropes course/team building activities
- Fall semester team project “Film Project” create Public Service Announcement or commercial
- Class team projects-groups are random and chosen by the teacher so that all students take turns working with each other.

5) Current Events Discussion & Debate
- Socratic style current event discussions, this is class lead and students ask each other questions and carry out the discussion
- Debate Unit- students research and select a side of a topic, then class is set up in a professional debate forum. Students learn debate vocabulary and strategies to discuss in a respectful manner their side of the Resolution.

6) Self-Awareness

- Personality tests and discussion of strengths and weaknesses
- Art project showcasing each student's personality
- Conflict Resolution Unit

7) Professionalism (Resumes and Interviewing Skills)

- Resume lessons and practice
- Interviewing Skills and Dress Code
- Mock Interviews with local business owners

Assessment: Assignments graded by teacher (Attendance, Projects, Events and Participation)

Associated Student Body ("ASB")

Endeavor Charter School's ASB leadership course plans and prepares student activities. To date, we have been able to include all students who have a desire to participate. This course is open to students from any grade. Students will learn the basics tenets of leadership, student governance, taking initiative, fundraising, and follow-through. This class receives credit and a grade.

We encourage all students to participate in the events that our ASB/Leadership students plan. Students who come to our program have some shared interests and can make some lasting friendships with other students who come to Endeavor Charter School for the same reasons.

Assessment: participation and attendance

Graphic Design/Yearbook

Graphic Design will focus on the similarities between art and graphic design, and reinforcing the common foundation of technique, materials, and craft that they share. Exposure to the design process and design problems as a way of introducing them to visual communication.

In this course, students will learn basic principles of design, learn to observe their environment and see how their life is affected every day by graphic design, as well as learn different techniques in creating effective ways of visual communication with given tools. There will be an emphasis on visual concepts and design theory. This course will include weekly lectures, exercises, and projects for students to work in class and at home. Assignments will be given on a weekly basis and will coincide with the lecture of the day.

Yearbook students will work cooperatively to document events at Endeavor Charter School. Skills related to publishing layout will be developed. The student will attend regularly scheduled meetings and work as needed to meet important deadlines. Ultimately, the student will participate in the successful production of a school yearbook.

Assessment - meeting publication deadlines, product quality, participation and attendance.

Course Design

As part of our commitment to personalized, independent learning, Endeavor Charter School offers the ability for students and parents to design their own classes. If there is a course which we do not offer, a student and his/her parent may be able to design a formalized curriculum with a credentialed teacher,

subject to the Principal's approval. Some examples of courses that have been created are World Culinary Arts, Theater Arts, Computer programing, and Home Economic courses such as sewing.

B. Textbooks And Other Instructional Resources

Core course curricula is selected based on the State Standards and CDE Frameworks for each subject. Endeavor Charter will provide approved curriculum that accompanies every subject/course offered to each student/parent. Endeavor Charter School will use the following key textbooks and online curricular resources for grades K-8 and 9-12, but we also provide non-state adopted curriculum and resources if it supports student learning. Endeavor Charter School seeks to provide a personalized learning plan for each student and what curriculum is best for each student. Therefore, Endeavor staff will be evaluating curriculum on an ongoing basis. Our current list of curricula may change based on these evaluations and needs.

See Appendix 2 for current list of curricula for grades TK-8th. Please note that this list will adapt and change based on the needs and evaluations of staff.

See Appendix 3 for current list of curricula for grades 9th-12th. Please note that this list will adapt and change based on the needs and evaluations of staff.

C. Graduation Requirements

Endeavor Charter will offer two graduation certifications as follows:

1. **Certificate of completion:**

   The certificate of completion will be awarded to any student who completes four years of work as agreed upon by the parent, student, Advising Teacher and administrator and completes at least 260 credits.

2. **Graduation Diploma:**

   The graduation diploma will be awarded to any student who completes the equivalent of four years of work as agreed upon by the parent, student, and Advising Teacher, and completes at least 260 credits. (SEE CHART)

Graduation Requirements /A-G

GRADUATION	A-G Subject Requirements
History/Social Science (30 credits required) World History United States History Government Economics	~~H~~istory/social science ("a") – *Two years*, including one year of world history, cultures and historical geography and one year of U.S. history, or one-half year of U.S. history and one-half year of American government or civics.

Ethnic studies and personal finance, as required by law and funding made available	
English (40 credits required) English 9 English 10 English 11 English 12	English ("b") – *Four years* of college preparatory English that integrates reading of classic & modern literature, frequent & regular writing, & practice listening & speaking.
Math (30 credits required) Alg 1/Integrated Math ("IM") Geom/IM2 IM3/Other Math	Mathematics ("c") –*Three years* of college-preparatory math, including or integrating the topics covered in elementary and advanced algebra and two- and three-dimensional geometry.
Science (20 credits required) Life Physical	Laboratory science ("d") – *Two years* of laboratory science Providing fundamental knowledge in at least two of the three disciplines of biology, chemistry and physics.
FineArts: Visual/Performing /Foreign Language (1 full year of either/ 10 credits required)	Language other than English ("e") – *Two years* of the same language other than English or equivalent to the second level of high school instruction.
Physical Education (20 credits required)	Visual and performing arts ("f") – *One year* chosen from dance, music, theater or the visual arts.
Electives (110 credits required).	College-preparatory elective ("g") – *One year* chosen from the "a-f" courses beyond those used to satisfy the requirements above, or courses that have been approved solely in the elective area.

D. HOW THE SCHOOL WILL ENSURE THAT TRANSFER STUDENTS CAN MEET GRADUATION AND COLLEGE ENTRANCE REQUIREMENTS

Upon enrollment in grade 9 or higher, a thorough analysis of the student's transcripts will be conducted by the student's Advising Teacher to establish where the student is regarding graduation and A-G compliance. Teachers will develop a plan to help students achieve their goals for after high school. Endeavor Charter also seeks to give students and parents a vision of other possible opportunities and career paths they may want to pursue. This process is essential in ensuring that students graduate with as many opportunities for college and career opportunities. Endeavor Charter School teachers and staff will provide ongoing guidance to students at each grade level to help students achieve their goals for after high school.

E. WASC Accreditation

Once the charter is approved, an initial WASC accreditation application will be submitted for an initial visit during Year 1 of the Charter School's operations. Endeavor Charter School intends to become WASC-accredited for grades 9-12.

F. Notification to Parents and Students of the Transferability of Courses

Endeavor Charter School will offer A-G course requirements for UC and CSU and will be accredited by WASC. As a charter school, Endeavor Charter School will maintain accreditation from WASC and offer courses that meet the A-G university requirements. Endeavor Charter School will work with the UCOP staff to establish and maintain a course list for the independent charter school and will apply to the UC Board on Admissions and Relations with Schools Committee, as necessary, for new course approval.

All parents and students will be notified that Endeavor Charter School is WASC accredited and offers A-G college required courses which are transferable to other public schools (Ed. Code § 47605(c)(5)(A)(iii)). These notifications are done in the following ways: email/text/voice notification system, social media, summer mailings, school brochures, parent information meetings, updated website and any other possible communication methods.

IX. Teacher Capacity: Recruitment and Professional Development

A. Teacher Recruitment

A well qualified faculty will be recruited through various communication channels, including local newspapers, education networking websites (such as CCSA, EdJoin, etc.), the Charter School website, career fairs, local universities and word of mouth referrals. Endeavor Charter School will engage in a thorough review of the qualifications of candidates that apply for employment at the Charter School. The Principal, with support from the Executive Director, will review resumes, letters of recommendation, statements of teaching philosophies and portfolios to determine which candidates will be interviewed for positions. The Executive Director and Principal will bear primary responsibility for all teacher hiring; in the case of any disagreement, the Executive Director is the final decision maker. Teachers may be asked to participate in interviewing candidates. Candidates for teaching positions will be interviewed. Following interviews, the Charter School will contact references, review letters of recommendation and notify each person of their status once a decision is made. In addition, the Charter School will verify the teaching credentials of candidates with the California Commission on Teacher Credentialing, ensuring that each teacher possesses the CTC certificate, permit, or other document required for the teacher's certificated assignment. ~~credential subject authorization that meets state requirements to teach the subject that~~

~~he/she is being hired to teach~~. Before any teacher is permitted to work, all appropriate background, health (e.g., TB risk assessment) and other requirements must be met.

Endeavor Charter School will make every effort to recruit teachers who are committed to the unique vision and mission of the Charter School. Due to the profound impact that teachers have on students, only the most effective teachers will be retained at the Charter School. Performance measures will be used to evaluate teacher effectiveness, to recognize superior performance, to provide targeted assistance in instances when performance is less than satisfactory and to make informed decisions regarding continued employment at the Charter School.

B. PROFESSIONAL DEVELOPMENT

Endeavor Charter School will provide professional development ("PD") to teachers each year. Every month, staff meetings are held, led by either the Principal or Executive Director, and include a variety of PD topics. Professional development is also led by teachers who develop specific expertise or attend off-site trainings and then in turn train their peers. Outside consultants also will be sought to provide training for teachers as needed. Additional PD days are added throughout the year devoted to specific training topics. In addition, teachers, as well as other staff, attend conferences and workshops to further their knowledge in the teaching field and/or specific subject matter areas, and best practices in charter school program and policy.

Examples of PD topics include:

- Common Core State Standards/NGSS
- Curriculum pacing
- Attendance reporting/data
- Report Cards/Transcripts
- Grade calibration
- Differentiating learning, Project-Based learning, whole class instruction, strategies and planning
- Classroom management strategies and the Charter School's discipline policy (including procedures and legal mandates for suspension and expulsion)
- Formative and summative assessments, including state standardized tests
- Identification of students with special needs, the IEP process, modifications for students with disabilities, available resources (e.g., counseling) for students and families in need
- Strategies for English learners
- Collecting, analyzing and using student achievement data to drive classroom instruction
- Health and Safety policies and procedures including emergency protocols, mandated reporter, suicide prevention, and first aid/CPR training
- School administrative policies and procedures
- Ensuring effective parent communication
- Curriculum development and planning
- Vertical alignment of curriculum by departments

Outside of designated trainings, teachers collaborate routinely to meet individual, subgroup, grade level and whole school student needs, giving each other supportive and critical feedback.

SAMPLE STUDENT SCHEDULES – MEETING STUDENTS WHERE THEY ARE

As we have emphasized, at Endeavor Charter School, students will have widely varying schedules, personalized to meet their individual needs. As an Independent Study school, we enable greater flexibility for students to meet demands on their time outside of school, including employment, activities (sports/arts, etc.), family responsibilities and more. Each student's Education Team will design – and regularly update – a PLP that adapts to the students' needs to ensure his/her success in meeting both short and long term academic and personal goals. As detailed above, every student will have an individualized Master Agreement that details his/her expected outcomes for each semester.

The Resource Center will be open from 8:00 AM to 4:00 PM Monday through Thursday and 8:00 AM to 3:00 PM on Friday. Students will be welcome to attend on-site classes. Students are also able to complete work onsite even when they are not scheduled for classes or in-person check-ins.

- **See Appendix 4 for an example of classes offered for grades K-8th.**
- **See Appendix 5 for an example of classes offered for grades 9-12th.**

Teacher time will be scheduled to ensure time for leading scheduled classes, labs and workshops, as well as ample time for one-on-one online and in-person check-ins with their students. Some courses will offer multiple workshop blocks throughout the week to accommodate different cohorts of students. During the remainder of the time, teachers will be working to update student assignments, reviewing and planning student progress, and having in-person and online check-ins with students and supervising tutors.

SPECIAL NEEDS

Endeavor Charter School Will Address the Needs Of All Sub-Groups, Including At-Risk Students

A formalized Intervention Plan will be created for any student who demonstrates low academic performance based on in-house assessment or state testing results. These results let teachers know which students are in need of extra support. The Intervention Plan lists specific remedial curriculum and resources that may be provided to a student for support. The plan also contains the student's goal(s) and specifies the dates, within the school year, for re-evaluation (typically 8 to 12 weeks). This formalized Intervention Plan is signed and shared by the teacher with the student and parent. The Principal is also provided a copy of each Intervention Plan.

- **See Appendix 6 for example of an Assessment Flow Chart**

STUDENT STUDY TEAM PROCESS FOR STUDENT REFERRAL

When a Charter School teacher (or parent) has concerns about a student who is underperforming (academically) or has concerns such as: emotional/behavioral, language, social, or medical/health the following procedures are in place:

1. **Referral:** A questionnaire/letter is given to parents and Advising Teachers at the beginning of the year. If there is evidence of academic or other concerns, the parent and/or Advising Teacher completes a "Pre-SST" form detailing known information about the student such as: assessment data, education and health

history, the area(s) of concern, and what strategies and interventions have been attempted thus far. An "Intervention Plan" is also a Pre-SST form that can be used.

2.**Pre-SST**: Advising Teacher revisits interventions during subsequent Learning Periods.

a. Is progress being made? Is the parent happy with interventions? Is the student showing progress? Is the parent looking for more/different intervention ideas?
b. Pre-SST Recording Sheet is updated as needed

3. **Hold SST**: Advising Teacher, parent, (and student if appropriate), plus another Advising Teacher and/or Principal who knows the student well, will hold a Student Study Team meeting. Based on the concerns, the Section 504 or SPED Coordinator/ Resource Specialist Program ("RSP") Teacher may be present. This collaborative team identifies new or additional interventions to improve student performance and develops an action plan. The SST plan is signed by all participants.

3. **After SST Held**: The original, signed document is placed in the student's cum folder. The Advising Teacher keeps a copy. The SST Plan is monitored by the Advising Teacher and parent for a period of time, usually 2-3 months. (If the Team determines that "monitoring" alone is insufficient, students may be referred for evaluations with 504 or SPED Coordinator. If a full (academic, cognitive, health, speech/language communication, behavioral/social skills, etc.) evaluation is recommended to determine eligibility for special education services, parent will sign an Assessment Plan consent form prior to the commencement of testing by SPED Coordinator, and/or RSP Teacher)

ENGLISH LEARNERS

1. IDENTIFICATION OF ENGLISH LEARNERS

The Charter School will meet all applicable legal requirements for English Learners ("EL"), including long-term English Learners or English Learners at risk of becoming long-term English Learners, as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Home Language Survey:
In order to identify students who are English Learners in a timely fashion and to provide appropriate instructional support and services, all parents will be required to complete a Home Language Survey upon enrollment at the Charter School (on enrollment forms).

English Language Proficiency Assessment
Students whose primary home language is one other than English will be assessed using the English Language Proficiency Assessments for California. The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: beginning stage) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial ELPAC:
  The Initial ELPAC is used to identify students as either an English Learner, or as fluent in English. The Initial ELPAC is administered only once during a student's time in the California public school system based upon the results of the home language survey. The locally scored Initial ELPAC will be the official score. The Initial ELPAC is given to students in grades TK–12 whose primary language is not English to determine their English proficiency status.

- Summative ELPAC:
  ELs will take the Summative ELPAC every year until they are reclassified to fluent English proficiency. The Summative ELPAC is only given to students who have previously been identified as an EL based upon the Initial ELPAC results, in order to measure how well they are progressing with English development in each of the four domains (listening, speaking, reading, writing). The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

  The Initial ELPAC and Summative ELPAC are administered in grades TK-12th, and in Kindergarten and 1st grade, all domains will be administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually. Below is a list of how tests are administered depending on the year. This explanation is due to the new changes made in the assessment format.
    - Paper and pencil test for Initial ELPAC 2019-2020
    - Computer-based test Summative ELPAC 2019-2020
    - Computer-based test Initial ELPAC and Summative ELPAC 2020-2021.
    - The writing domain for Kindergarten through 2nd grade will remain as a paper-based test.

Testing times will vary depending upon the grade level, domain, and individual student. Both the Initial ELPAC and Summative ELPAC are given in two separate testing windows through the school year.

The Initial ELPAC testing window will be year-round (July 1–June 30). Any student whose primary language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The Summative ELPAC testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

Students with disabilities will be permitted to take the test with the accommodations listed in the Education Code if they are specified in the student's IEP or Section 504 plan. An alternate assessment for English language proficiency will be administered to students who are unable to participate in the ELPAC, according to the guidelines set forth in the student's IEP.

The Charter School will provide all parents of ELs with required Title III notification including LEA accountability status and information regarding their children in English and the parent's primary language unless it is not practicable. Within the first month of the school year (or thirty days of student

enrollment) the Charter School will notify the parents of its responsibility for ELPAC testing, the student's ELPAC results if available, EL identification, program placement options, student's academic achievement level and reclassification information. The ELPAC shall be used to fulfill the requirements of federal and state laws for annual English proficiency testing, and the Charter School will notify parents of student's ELPAC results within thirty days of receiving results from the publisher. The Charter School will also invite parents of students who are candidates for reclassification to attend a special meeting at the Charter School to discuss the reclassification process and the recommended program for their children.

English Language Advisory Committee:
When the number of EL students enrolled reaches 21 students, Charter School administration will establish an English Learner Advisory Committee ("ELAC") which will serve in an advisory capacity to the Charter School administrators regarding the programs and services available for English learners.

2. EDUCATIONAL PROGRAM FOR ENGLISH LANGUAGE ACQUISITION

ELs will have daily access to the core curriculum and will be taught in an English language program with support from the Advising Teacher. Just as Rosetta Stone will provide high-quality foreign language instruction for our students, it also will help our ELs master English through a variety of engaging, interactive tools to develop language proficiency, including live tutoring. ELs also will receive more site-based help, which will help ELs access the core curriculum, and/or one-on-one tutoring developed to meet the specific language needs of the student. Instructional techniques, assessments, materials and approaches will be focused on communicative competence and academic achievement covering listening, speaking, reading and writing skills (aligned with English Language Development Standards and CCSS) in all areas of the curriculum. ELs will receive EL and core content instruction appropriate for their English proficiency and grade levels.

Our goal will be to ensure quality services that enable ELs to attain English proficiency and to have full access to the range of educational opportunities afforded all students. Faculty will receive professional development and coaching, as necessary, in working with ELs to meet the ELD Standards. The Principal or designee will serve as the EL Coordinator and will collaborate with each teacher regarding the specific language needs of our EL students.

Teachers at Endeavor Charter School will employ SDAIE strategies: (notably, these strategies are beneficial for all students, not just English Learners)

Sheltered Instruction / Specially Designed Academic Instruction in English ("SDAIE")

Sheltered instruction is also grounded in a pedagogical commitment to meeting the needs of diverse learners, in this case particularly those students who are English Learners. The teachers at Endeavor Charter School will engage in the following practices to support universal access of subject matter content for all students: [1]

- During lesson planning and preparation, teachers will identify lesson objectives aligned with state and local standards.
- Teachers will link new content to students' background experiences and introduce unfamiliar vocabulary to facilitate comprehension.

[1] Based on the eight broad elements of sheltered instruction described by Echevarria, Vogt, and Short. *Making content comprehensible for English language learners: The SIOP model*. Boston: Allyn and Bacon (2004).

- Teachers will use controlled vocabulary, sentence structure, visuals, and gestures as necessary and appropriate to make the presentation of content comprehensible.
- Teachers will provide students with a variety of strategies for organizing and retaining information associated with effective learning, such as graphic organizers and note taking.
- Teachers will provide students with regular opportunities to interact with their peers through collaborative learning activities, such as think/pair/share, partner and group projects.
- Teachers will provide students with regular opportunities to use new language skills in context.
- Teachers will pace lessons appropriately to allow for the participation and active engagement of all students.

3. How The Program Will Meet The State ELD Standards And Use The Results Of The ELPAC

Our programs to support English Learners are based on the California ELD Standards. ELPAC data will let us know what level the students are currently in their language acquisition. We will then conference with the students based on their score and see how we can help them become reclassified. If students do well on the ELPAC and benchmark exams (NWEA, Let's Go Learn) but are failing classes, we know there is a gap between their proficiency and their classroom engagement. If the opposite is true, we see there is a gap between subject engagement and test-taking abilities. The conversations are not just about reclassification--they are chances for personalized attention and practice in communicating in English about a complicated process with an adult.

ELs will be continuously monitored through assessments for English language development and academic progress. They will also be assessed with our benchmark tests for academic progress in Reading/Literacy, Language Usage and Mathematics two to three times during the school year. Teachers will use this data in several ways:

First, they will use them to create the student's standards-based PLP by looking at the standards that students have already mastered and those that need to be developed. Second, they will use them to assess the efficacy of the standards-based instruction that is being delivered and to make plans for re-teaching or acceleration as needed. Third, teachers can measure the investment of confidence of the student by tracking how long the test takes to complete compared to the score and the growth of the student over time. This allows for a level of personalization to each student that goes beyond the ELPAC exams.

Students will be expected to advance at least one level annually on the ELPAC Proficiency Level Descriptor. Additionally, the EL Coordinator will assess student progress towards attainment of the standards using a standards-based guide, for example, EL portfolios.

4. Process And Specific Criteria For Reclassification

Before the issuance of each progress report card (grades 9-12), or semester evaluation (grades K-8), teachers will summarize students' mastery of standards for their current ELD level by looking at assessment material collected throughout the quarter. At the end of the semester teachers will also go through the list of standards for a student's current ELD level and determine if the student has mastered every standard for his or her current level and is ready to move to the next ELD level. Teachers will present evidence (e.g. scored writing samples, rubrics from oral presentations) to the EL Coordinator, who will work with teachers to make the final decision regarding progression to the next ELD Proficiency Level.

Endeavor Charter School will use the four criteria in state law as guidelines in determining whether or not an English Learner should be reclassified to fluent English proficient: 1) ELPAC results, 2) teacher evaluation, 3) parent opinion and consultation, 4) comparison of student performance in basic skills against an empirically established range of performance in basic skills based on the performance of English proficient students of the same age, (Smarter Balanced ELA results and/or Let's Go Learn or NWEA benchmark reading/literacy scores).

English Learners must meet the following criteria to be re-designated to Fluent English Proficient:

1. Overall score of *Well Developed (4)* on the California English Language Proficiency Test, and at least *Moderately Developed* (3) on each of the Listening, Speaking, Reading, and Writing subtests.
2. A score of *Me*t or *Nearly Met* on the ELA CAASPP or California Alternate Assessment ("CAA") in English Language Arts. -OR a satisfactory score on NWEA or LGL, WSCS's internal assessments.
3. Parent Consultation/Notification
4. Teacher Recommendation

Reclassified students are monitored for a period of at least four years. Follow-up services for students who do not demonstrate satisfactory progress include, but are not limited to: additional tutoring or counseling, intervention/enrichment classes, and other strategies.

Reclassification Procedures

The following reclassification procedures will be used:

- At least two times per year, the Principal will create a list of all students who meet the ELPAC and CAASPP (or in-house assessment results for grades not participating in CAASPP) criteria for reclassification. This document lists all students who meet the criteria for reclassification.
- Each teacher is responsible for completing the report card grade and teacher judgment columns of the reclassification list for their students.
- In some cases, the Principal works with the teacher to determine the ability of individual students to master grade level standards without language support.
- Based on the information provided by teachers, the Principal identifies students ready to be reclassified and sends a reclassification letter to these students' parents and submits their names and report cards or evaluations to the school district.
- Reclassified students continue to be monitored to ensure their continued ability to achieve mastery of the CCSS for ELA/Literacy.

In its annual LCAP, Endeavor Charter School will set a reclassification target for annual student progress (see *Element B: Measurable Student Outcomes*). It is anticipated that EL students who are enrolled at Endeavor Charter School beginning in kindergarten will be reclassified as fluent-English proficient ("RFEP") prior to middle school. Students who enroll at the Charter School in subsequent years whose language development is still in the beginning or early intermediate stage will receive added interventions from their Advising Teacher by following our WSCS Intervention Plan process.

5. Process For Monitoring Progress Of English Learners And Reclassified (RFEP) Students

English Learners and RFEP students will be monitored on a continuous basis throughout the school year. After identifying our ELs, their ELPAC history and progress will be noted, as well as academic and test score history from previous schools the student attended. At several key points in the school year, our ELs are evaluated for possible reclassification:

- After the Fall in-house tests are administered in mid-September, any EL who has been identified as a possible RFEP based on Reading score of "at grade level" or "higher."
- At the end of the school year, once final grades are submitted, state-mandated testing is complete, and end-of-year NWEA/Let's Go Learn testing has taken place in June, all ELs are evaluated again and reclassified if eligible.

Throughout this process, teachers will be made aware of any EL student who is nearing eligibility for reclassification, and act as partners with administration to help push our EL students to achieve eligibility for reclassification.

6. MONITORING PROGRESS OF LONG TERM ENGLISH LEARNERS ("LTELS")

Because the needs of LTELs are varied, we will work with our ELD Coordinator and Advising Teachers to identify the reasons why a student has not acquired English at an expected rate and determine the best support system for that student moving forward. Endeavor Charter School will prioritize resources (e.g. curriculum for ELD instruction) for LTELs. Students will be made aware of their LTEL status and the risks associated with LTEL status, as well as specific barriers to reclassification and ways to address them.

The ELD Coordinator will play a key role in the long-term monitoring progress of LTELs. He/she will review all progress and final report cards, paying specific attention to ELs. The ELD Coordinator will then call in parents to discuss the report cards and create academic contracts for students who are in need of more support. Advising Teachers will be informed of the contracts and provide tutoring and additional help for LTEL students.

7. MONITORING AND EVALUATION OF PROGRAM EFFECTIVENESS

The Principal, Executive Director and Board of Directors will evaluate the effectiveness of our education program for ELs by tracking the data points such as ELPAC, CAASPP, in-house benchmarks, report cards, class test data and other assessments. The ELPAC will give us a starting point to identify the relative levels of each EL and give us information about each student. Final report cards will also be compiled and compared to non-EL students.

Between years, each summer, instructional staff will look at test and other assessment data to see how students improve from one year to another and across all grade levels. The success of these data points will allow us to evaluate what aspects of our program are working and which need more attention. These conversations then guide the professional development given to the teachers.

A. SOCIOECONOMICALLY DISADVANTAGED STUDENTS

Our teachers and staff will all receive training on recognizing symptoms and behaviors indicative of a child's need for additional supports, including issues relating to hunger, extreme poverty, and individual families' challenges to meet their child's needs. WSCS has long served students who are socioeconomically disadvantaged, and the hybrid, supportive and personalized model proposed for Endeavor Charter School is suited to their needs. Our Student Study Team process will identify students and families who might need additional resources or supports, including referrals to community service organizations. Despite being an independent study school, we pride ourselves on establishing a true sense of "community" among our stakeholders, and this extends to a sense of engagement and support we have for each of our families.

As demonstrated by the success of countless schools in California and beyond serving students who are socio-economically disadvantaged, income is not a determinant factor in a students' ability to succeed academically. If students that are socioeconomically disadvantaged also are academically low achieving or struggle with learning differences or are identified as English Learners, Endeavor Charter School will utilize strategies described in other sections of this petition.

B. ACADEMICALLY HIGH-ACHIEVING STUDENTS

Students who are academically high-achieving and/or identified as gifted benefit from a highly personalized learning program like Endeavor Charter School. Our model is inherently flexible enough to meet their specific needs, including the ability to engage in significantly increased depth and breadth of learning in any given topic, along with more accelerated pacing than traditional schools can typically offer. Advising teachers assist in finding opportunities for these students achieving beyond grade level to engage at challenging levels through specific curricula/projects/acceleration, demonstrations of learning that required advanced/higher level thinking and communication skills, advanced course placement in secondary school, peer-tutoring, internship, and community college courses that meet their needs for demanding instruction. With a TK-12th school model, academically high- achieving students can benefit from taking classes designed for higher grade levels. An example of this is the opportunity for an 8th grade student to take advanced high school math courses (if the student has demonstrated higher math abilities).

Endeavor Charter School will employ many strategies for effective teaching in mixed-ability classrooms, facilitating parents in challenging their students through strategies such as:

- Providing alternative and/or extension activities for students who have already mastered the core content;
- Allowing gifted and high achieving students to work at an accelerated pace;
- Providing opportunities for students to work in flexible groups with other intellectual peers;
- Creating graduated task rubrics and product criteria negotiated jointly by the student, parent and Advising Teacher;
- Asking open-ended questions that stimulate critical thinking;
- Incorporating a variety of the levels of thinking described in Bloom's taxonomy – including the higher levels of analysis, evaluation, and synthesis – into lesson content and student work products;
- Opportunities for leadership roles and mentoring outside of the classroom.

As a result of program differentiation using the strategies just described, the unique learning needs of advanced learners will be met.

C. ACADEMICALLY LOW-ACHIEVING STUDENTS

Students will be identified as low achieving by multiple measures, including state standardized assessments, in-house benchmarks (NWEA/Let's Go Learn), teacher observations, low achievement on curriculum assessments, parent input or SST recommendations. Ongoing monitoring through each student's Personal Learning Plan and Master Agreement occurs after every month and semester, and plans are revised and/or expanded according to needs and new data. Understanding the individual needs of each student and their family and how this is affecting low-achievement is done with students all year

long on a daily basis through our personalized approach.

At-risk students are targeted for specific areas of growth via their personalized goals. Advising Teachers monitor progress using multiple measures of assessment. Students will be recommended for an SST, and where appropriate, the Principal and SPED teacher will consult for additional interventions and supports, and determine next steps.

Targeted support for students who are academically low achieving may include:

- Tutoring;
- Focused attention – prepared in consultation with the student and the parent (parent/guardian), if needed in the context of the Student Study Team process, regarding specific strategies and supports;
- Individual contract with the student detailing clear and achievable responsibilities and benchmarks for the student to achieve;
- Other program modifications and supports as determined by the Advising Teacher;
- Frequent parent-teacher communication;
- Increased time on various online learning platforms for mastery of target areas of growth (i.e. Lexia, Edgenuity My Path, the Let's Go Learn Edge program).

Classroom modifications also may be made to support academically low-achieving students, including using different materials (visual aids, manipulatives, audio materials), using different methods (reading written material aloud to student, guided note-taking, visual cues/modeling), differentiated pacing and assignments, environment changes, testing accommodations and more.

D. STUDENTS WITH DISABILITIES

Endeavor Charter School will admit all students who wish to attend the Charter School (Education Code Section 47605(e)(2)(A).) ~~For a student who has an IEP and wants to participate in independent study, a determination as to whether independent study is appropriate must be made within 30 days and written into the IEP~~ A student with disabilities may participate in independent study if their IEP provides for such participation. Endeavor Charter School will comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"), Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office for Civil Rights ("OCR").

Teachers at Endeavor Charter School will implement a wide range of accommodations for students with disabilities. All teachers will receive ongoing development regarding special education policies, strategies for working with students with disabilities, and instructional practices that support students with diverse learning including:

- Early identification and symptoms of disabilities
- Accommodations for specific, observed behaviors
- What to do when a teacher or parent suspects a child may be disabled or have other challenges.

To the maximum extent appropriate, all students with disabilities will be fully integrated into the programs of Endeavor Charter School with the necessary materials, services, and equipment to support their learning. The Charter School will ensure that any student with a disability attending Endeavor Charter School is properly identified, assessed and provided with necessary services and supports. Endeavor

Charter School will meet all the requirements mandated within a student's Individual Education Program. No assessment or evaluation will be used for admission purposes. Parents will be informed that special education and related services are provided at no cost to them. If a student enrolls with an existing IEP, Endeavor Charter School will notify the SELPA. An IEP meeting will be convened within 30 days.

1. PLAN FOR STUDENTS WITH DISABILITIES

Endeavor Charter School intends to be its own Local Education Agency ("LEA") for the purposes of providing Special Education services, and plans to join the Fresno County Charter Special Education Local Plan Area ("SELPA") in conformity with Education Code Section 47641(a). The potential for membership with the Fresno County Charter SELPA is being worked out at this time. The Charter School intends to provide cost-effective and consistent special education services. Endeavor Charter School recognizes that the process of providing Special Education services involves approval by the State Board of Education as a LEA and also acceptance as a member into a SELPA. Endeavor Charter School has already been working with the Fresno County Charter SELPA to prepare for application during the next application period.

In the event Endeavor Charter School does not receive approval into any SELPA prior to opening, Endeavor Charter School reserves its right to operate as a public school of the District for special education purposes, in accordance with Education Code Section 47641(b). In such a scenario, all special education funding, costs and services will be delineated within a Memorandum of Understanding with the District.

As its own LEA and member of a SELPA, Endeavor Charter School pledges to work in cooperation with all local and state agencies to ensure that a free and appropriate education is provided to all students with exceptional needs. Endeavor Charter School will comply with all regulatory special education requirements of the Individuals with Disabilities Education Improvement Act of 2004, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office for Civil Rights. Furthermore, Endeavor Charter School will comply with all provisions of AB 602, applicable SELPA guidelines, and additional federal and state laws that apply to Endeavor Charter School pertaining to special education students.

The Charter School may seek resources and services (e.g. Speech, Occupational Therapy, Adapted P.E., and Nursing) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all students with disabilities.

Per federal law, all students with disabilities will be fully integrated into the programs of Endeavor Charter School, with the necessary materials, mandated services, and equipment to support their learning. Endeavor Charter School will meet all the requirements mandated within a student's IEP. The Charter School will include all special needs students with non-disabled peers to the maximum extent appropriate according to their IEPs.

2. SERVICES FOR STUDENTS UNDER THE IDEA

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

The Charter School shall provide services for special education students enrolled in the Charter School. The Charter School shall follow SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

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

a. STAFFING

All special education services at the Charter School shall be delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. Charter School staff shall participate in County or SELPA in-service training relating to special education.

The Charter School shall be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements.

b. SEARCH AND SERVE

Through collaboration between the faculty, parents and school leaders, Endeavor Charter School will work to identify any students who do not currently have an IEP or Section 504 Plan, but may be in need of pre-referral interventions. An SST will convene to review any referred students.

Students may be evaluated from already-available data (i.e. school tests, teacher observations, grades, etc.) regarding the student's progress or lack of progress within the general program. No assessment or evaluation will be used for admission purposes.

c. ASSESSMENT

The referral process is a formal, ongoing review of information related to students who are suspected of having special needs and show potential signs of needing special education and related services. Endeavor Charter School's primary internal method for referral for assessment will be the Student Study Team. The parent of any student suspected of needing or qualifying for special education services may also make a referral for an evaluation. Any such parent referrals will be responded to in writing by Endeavor Charter School in a timely manner. Any Endeavor Charter School professional may also directly refer a student for formal assessment to see if he or she has a disability. Endeavor Charter School may additionally choose to refer a student for services through the provisions of a Section 504 Plan, if appropriate.

All referrals will be responded to in writing by Endeavor Charter School within 15 days. Endeavor Charter School will notify the District and/or SELPA of the assessment request within 5 days of receipt. After a student is referred for a special education assessment, Endeavor Charter School will provide the student's parent or guardian with a proposed assessment plan, in writing, within 15 days of the referral. Parents will be informed by the Special Education Coordinator that special education and related services are

provided at no cost to them. The parent will be given at least 15 days to provide written consent. The assessment will be completed and an IEP meeting held within 60 days of receipt of the parent's written consent for assessment.

The Special Education Coordinator will be responsible for gathering all pertinent information and sharing information with all others involved in the assessment. Information gathered will be used as tools to determine the student's disability, eligibility for services, and determining the nature and extent of required services. If needed or requested, an interpreter will be provided for the parent or guardian during the assessment. A teacher or Endeavor Charter School staff member may serve as the interpreter, if fluent in the parent/guardian's native language and with parent approval. The types of assessments that may be used for determining eligibility for specialized instruction and services will be selected by Endeavor Charter School, in collaboration with any hired service providers, and will generally be performed by a qualified psychologist and a nurse if applicable. Those assessments could include, but not limited to:

- Individual testing;
- Teacher observations;
- Interviews;
- Review of school records, reports, and work samples; and
- Parent input.

Unless conflicting with SBE, CDE, or SELPA policies and procedures, Endeavor Charter School will follow the below assessment guidelines. If a conflict with any of the prior mentioned agencies' policies and procedures exists, then SBE, CDE, or SELPA policies and procedures will govern, and Endeavor Charter School will revise these guidelines accordingly:

- Parents or guardians of any student referred for assessment must give their written consent for the Charter School to administer the assessment;
- The student must be evaluated in all areas related to his/her suspected disability;
- The assessment will be conducted by a professional with knowledge of the suspected disability.
- Multiple assessments will be delivered by qualified professionals to measure the student's strengths and needs;
- Assessments will be delivered without cultural, racial or gender bias;
- Assessment results will be delivered to the parent/guardian in their primary language, and an interpreter will be provided if needed;
- Assessments will be adapted as necessary for students with impaired sensory, physical or speaking skills; and
- A multidisciplinary team will be assembled to assess the student, including a teacher knowledgeable in the disability.

Once the assessment is completed, Endeavor Charter School will hold a meeting to review the results of the assessment and determine whether the student qualifies for special education by meeting the criteria for one of 13 disabling conditions. This meeting is the initial IEP meeting described in detail below, and Endeavor Charter School will give the student's parent/guardian the opportunity to participate. Endeavor Charter School will be responsible for scheduling, coordinating and facilitating the IEP meeting.

If a student enrolls at Endeavor Charter School with an existing IEP, an IEP meeting will be convened within 30 days to review the existing IEP, discuss the student's present levels of performance and needs, and

offer appropriate placement and services. Prior to such meeting and pending agreement on a new IEP, if needed, Endeavor Charter School shall work to implement the existing IEP or as otherwise agreed upon by the parent/guardian. Within 30 days of each school year beginning, Endeavor Charter School will forward a complete list of all new IEPs to students' home districts for reference, if required by law.

d. Development, Implementation and Review of IEP

Every student who is assessed by the Charter School will have an IEP that documents assessment results and eligibility determination for special education services. If the student is deemed eligible for services, Endeavor Charter School will be responsible for providing specialized services, appropriate to the independent study setting, according to the student's IEP.

Endeavor Charter School will ensure that all aspects of the IEP and school site implementation are maintained. Endeavor Charter School will provide modifications and accommodations (as outlined within each individual's IEP) in the general education environment taught by the general education teacher. Students at the Charter School who have an IEP will be served in the Least Restrictive Environment (LRE).

Each student who has an IEP will have an IEP team that oversees the IEP Development, implementation and progress of the student. The proposed IEP team at Endeavor Charter School may consist of the following individuals:

- Principal (as needed)
- Special Education Coordinator (as needed)
- General Education Teacher
- School Psychologist
- School RN (as needed)
- Speech Therapist (as needed)
- The parent or guardian of the student for whom the IEP was developed;
- The student
- At least one Advising Teacher who is familiar with the curriculum or progress appropriate to that student;
- If the student was recently assessed, the individual who conducted the assessment

Others familiar with the student may be invited as needed. Endeavor Charter School views the parent as a key stakeholder in these meetings and will make every effort to ensure parents participate effectively on the IEP team. Endeavor Charter School will provide an interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process. When available, a Endeavor Charter School teacher or staff member, fluent in the parent's native language, may serve as the interpreter with parent approval. If the parent(s) cannot attend the IEP meeting, the Charter School will ensure his/her participation using other methods, such as rescheduling the meeting, conferencing by telephone, conferencing via webcam, or meeting at the parent's home. A copy of the IEP will be given to the parent in accordance with State law, Endeavor Charter School and SELPA policies, as applicable.

Upon the parent or guardian's written consent, the IEP will be implemented by Endeavor Charter School. The IEP will include all required components.

The elements of the IEP will include:

- A statement of the student's present levels of academic achievement and functional performance

- The rationale for placement decisions;
- The services the student will receive and the means for delivering those services;
- A description of when services will begin, how often the student will receive them, who will provide them, and where they will be delivered;
- Measurable annual goals and short-term objectives focusing on the student's current level of performance;
- A description of how the student's progress will be measured and monitored;
- An explanation of the extent, if any, to which the student will not participate in general education;
- Any accommodations necessary to measure the academic achievement and functional performance of the student on state and district assessments; and
- Transition goals for work-related skills.

IEP meetings will be held according to the following schedule:

- Yearly to review the student's progress and make any necessary changes;
- Every three years to review the results of a mandatory comprehensive reevaluation of the student's progress;
- After the student has received a formal assessment or reassessment;
- When a parent or teacher feels that the student has demonstrated significant educational growth or a lack of anticipated progress;
- When an Individual Transition Plan is (ITP) required at the appropriate age;
- When a special education student has been suspended, especially if they demonstrate a pattern of misbehavior, to determine if changes to the IEP are required to address the misbehavior;
- Prior to the expulsion of a student with an IEP, to determine if the student's misconduct was a manifestation of his/her disability, and
- If the parent/guardian, an Endeavor Charter School staff member, hired service providers, or the student has communicated a concern about the student's progress.

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

If a parent or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the Charter School. Once the request is received, the IEP Team will have thirty days, not including school vacations greater than five days, to hold the IEP meeting.

Parents will be informed each semester of the student's progress toward meeting annual goals and whether the student is expected to meet his/her annual goals. The Goals and Objectives section of the IEP will be an attachment to the general progress report. This will serve to document the method by which the student's progress toward achieving the annual goal is measured, the student's progress during the relevant period, the extent to which it is anticipated the student will achieve the annual goal prior to the next annual review, and where needed, the reasons the student did not meet the goal.

e. Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section

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

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

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

f. SPECIAL EDUCATION STRATEGIES FOR INSTRUCTION AND SERVICES

As detailed throughout this petition, Endeavor Charter School will employ a highly personalized model of independent study instruction for all students, which will benefit all students with learning challenges. Endeavor Charter School will also comply with the federal mandate of the least restrictive environment ("LRE"). Each student's IEP will require different kinds of modifications for instruction and services, therefore the educational strategies of the IEP will be built around the student's needs and how these fit within the general goals of the Charter School.

Endeavor Charter School may also contract with outside special education service providers depending on operational needs or specific requirements of the students' IEPs. Some of the potential contracted services may include nurses, speech therapists, psychologists, autism behavioral or occupational therapists, and counselors. Endeavor Charter School will reassess its special education staffing, service providers, methods, and strategies on a continuous basis to assure that all services provided are effective and of the highest quality.

Endeavor Charter School retains the option, based on operational evaluation and program needs, to employ a high quality Special Education service provider that could coordinate and facilitate some or all of the special education related services and instruction for our students. These types of special education service providers could provide Endeavor Charter School with the following staff:

- Credentialed special education teachers/Resource specialists
- School psychologists
- Occupational therapists
- Physical therapists
- Speech-language pathologists
- School nurses

- Vision therapist
- Interpreters for students who are deaf or hard of hearing
- Orientation and mobility aids for students who are blind or visually impaired

The chosen special education service provider could also be responsible for a number of areas including Assessments, Behavioral Support, Clinical Services, Compliance/Administration, Related Itinerant Services and Designated Instructional Services (DIS), and Special Education Instruction.

g. REPORTING

Endeavor Charter School, in collaboration with its service providers, will collect and maintain the following information on disabled students as required by IDEA:

- A calculation of all school-age students with disabilities being provided special education services by age, grade, category of disability and the number of students with disabilities who are English Learners;
- The number of students provided with test modifications and the types and the number of students exempted from assessments;
- The settings in which students with disabilities receive their services, specifically including the portion of the school day they receive services with non-disabled peers and time away from the regular classroom;
- The number of students with disabilities suspended "in-school" and out of school, organized by disability and length of suspensions; and
- The basis of exit from Endeavor Charter School of students with disabilities (i.e., attainment of diploma and type, declassified, moved, etc.).

All necessary procedures and practices to ensure confidentiality and accurate/timely reporting will be the responsibility of the special education coordinator. The sped coordinator will ensure that a central file with all special education evaluation material and IEPs is maintained and that this file is locked and confidential, in accordance with IDEA guidelines. The sped coordinator will oversee access to these records, and will be responsible for ensuring that all providers responsible for the implementation of a student's IEP will have access to a copy of the IEP and will be informed of their specific responsibilities in implementing the IEP.

h. NON-PUBLIC PLACEMENTS/NON-PUBLIC AGENCIES

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

i. NON-DISCRIMINATION

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

j. Parent/Guardian Concerns and Complaints

The Charter School shall adopt policies for responding to parental concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

k. Due Process and Procedural Safeguards

Parents or guardians of students with IEPs at Endeavor Charter School:

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

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

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

In the event that a parent/guardian files a request for a due process hearing or request for mediation, Endeavor Charter School will participate cooperatively to resolve the issues.

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

l. SELPA Representation

The Charter School understands that it shall represent itself at all SELPA meetings.

m. Funding

The Charter School understands that it shall be subject to the allocation plan of the SELPA.

3. Section 504 of the Rehabilitation Act

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

under Section 504.

A 504 team will be assembled by the Principal and shall include the Principal (or his/her designee), parent/guardian, the student if needed, and other qualified persons knowledgeable about the student, such as the student's Advising Teacher. The 504 team will review the student's existing records including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

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

The final determination of whether the student is eligible for accommodations under Section 504 must be made by the 504 team in writing and notice is given in writing to the parent/guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

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

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

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

ELEMENT B: MEASURABLE STUDENT OUTCOMES; AND ELEMENT C: METHODOLOGIES FOR MEASURING STUDENT OUTCOMES

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

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

Endeavor Charter School will assume an increased level of accountability for all aspects of its programs and for achieving the goals described within the vision and mission of the school. Full implementation of the educational program and frequent monitoring of student and school outcomes will ensure that the school is an academic success and is achieving all of its overarching goals. The Principal and faculty will be accountable for students' academic achievement and operational goals. The Principal is ultimately responsible for meeting target goals, and will be held accountable by the Executive Director and Board of Directors.

I. GOALS, ACTIONS AND MEASURABLE OUTCOMES ALIGNED WITH THE EIGHT STATE PRIORITIES

Endeavor Charter School will adopt a comprehensive set of benchmarks for student and school outcomes that support the achievement of the Charter School's vision and mission, based on the state and common core standards, state priorities, and our definition of an educated person in the 21st Century. On an annual basis, the Charter School will engage stakeholders to prepare a Local Control and Accountability Plan that details specific goals aligned with each of the state's priorities, along with specific actions to realize each goal and fiscal allocations to support those efforts. By June 30, 2021, Endeavor Charter School will engage stakeholders in drafting its first Local Control and Accountability Plan in accordance with the Education Code and County and District policies.

CHARTER SCHOOL GOALS, ACTIONS AND MEASURABLE OUTCOMES THAT ALIGN WITH THE EIGHT STATE PRIORITIES
Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), the Charter School has established goals, actions, and measurable outcomes both schoolwide and for each subgroup of pupils, which address and align with the Eight State Priorities identified in Education Code Section 52060(d).

Local Control and Accountability Plan

In accordance with Education Code Section 47606.5, the Charter School shall comply with all elements of the LCAP pursuant to regulations and a template adopted by the California State Board of Education and reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. The Charter School shall submit the LCAP to the District and the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall also present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year as part of a nonconsent item at a regularly scheduled Board meeting.

The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed below, shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

STATE PRIORITY #1— BASIC SERVICES

The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))

SUBPRIORITY A – TEACHERS	
GOAL TO ACHIEVE SUBPRIORITY	Shall ensure that teachers in the Charter School hold a valid Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. [Ref. California Education Code Section 47605(l)]
ACTIONS TO ACHIEVE GOAL	All teacher candidates screened for employment will hold valid CA Teaching Credential, permit, or other document required for the teacher's certificated assignment. Endeavor Charter School will annually review credential status of all teachers and remain current on credentialing requirements and changes.
MEASURABLE OUTCOME	100% of teacher candidates screened for employment will hold the valid CA Teaching Credential, permit, or other document ~~equivalent to that which a teacher in other public schools are required to hold as required by California state law in accordance with credentialing regulations~~ required for the teacher's certificated assignment.
METHODS OF MEASUREMENT	Initial and annual verification of teacher credential as reported by the CA Commission on Teacher Credentialing; CALPADS, Annual publication of School Accountability Report Card
SUBPRIORITY B – INSTRUCTIONAL MATERIALS	
GOAL TO ACHIEVE SUBPRIORITY	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in our charter petition
ACTIONS TO ACHIEVE GOAL	Endeavor Charter School teachers will partner with the parent and student to create a comprehensive and personalized learning plan (PLP) for each enrolled student. Advising Teachers will be available to support high quality personalized learning for each enrolled student.
MEASURABLE OUTCOME	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in our charter petition

METHODS OF MEASUREMENT	Instructional team will ensure that each enrolled has an appropriate and comprehensive personalized learning plan with necessary curricula.
SUBPRIORITY C – FACILITIES	
GOAL TO ACHIEVE SUBPRIORITY	Maintain the existing facility in a safe and clean condition in partnership with various entities in order to provide learning center classes to enrich and support our Independent Study program.
ACTIONS TO ACHIEVE GOAL	Maintain a facility suitable for learning center classes.
MEASURABLE OUTCOME	The facility will be kept in a safe and clean condition suitable for facilitating student learning.
METHODS OF MEASUREMENT	Site visit of physical facility.
STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS *Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency*	
SUBPRIORITY A – CCSS IMPLEMENTATION	
GOAL TO ACHIEVE SUBPRIORITY	100% of first year teachers will participate in on-going, professional development on state standard implementation and personalizing each student's learning in a way that promotes advancement in all core subjects.
ACTIONS TO ACHIEVE GOAL	Students who are classified as EL will receive additional support and specialized curriculum as warranted based on age, level and need. All students are monitored individually for appropriate progress.
MEASURABLE OUTCOME	First year teachers will participate in a minimum of 5 hours of standards implementation, reviewing scope and sequences, understanding various personalized learning materials and methods, and how to measure progress in a personalized learning plan.
METHODS OF MEASUREMENT	Staff meeting Agendas, Mentor teacher check lists.
SUBPRIORITY B – EL STUDENTS & ACADEMIC CONTENT KNOWLEDGE	
GOAL TO ACHIEVE SUBPRIORITY	EL students will gain English language proficiency through the implementation of the ELD strategies and curriculum
ACTIONS TO ACHIEVE GOAL	EL students participate in English Language Arts/Literacy instruction with appropriate instructional support. EL students have access to ELD curriculum.
MEASURABLE OUTCOME	Annually, 100% of EL students will gain academic content knowledge through the implementation of the CCSS.
METHODS OF MEASUREMENT	Measurement may include: EL student performance on the CAASPP statewide assessments; ELPAC Assessments; PLP folder; teacher assessments; In-House Academic Growth Assessments.
SUBPRIORITY C – EL STUDENTS & ENGLISH LANGUAGE PROFICIENCY	
GOAL TO ACHIEVE SUBPRIORITY	All EL students will be provided appropriate EL support and instruction and monitored for progress.
ACTIONS TO ACHIEVE GOAL	EL students participate in English Language Arts/Literacy instruction with appropriate instructional support. EL students have access to ELD curriculum. Teachers of EL students participate in professional development activities and

	receive additional support.
MEASURABLE OUTCOME	All EL students will progress toward English language proficiency within four years of initial classification as an English learner.
METHODS OF MEASUREMENT	Student performance on ELPAC Assessment, internal assessments and portfolio evaluations.

STATE PRIORITY #3— PARENTAL INVOLVEMENT

Parental involvement and family engagement, including efforts the Charter School makes to seek parent input in making decisions for the Charter School, and including how the Charter School will promote parental participation in programs for unduplicated pupils and individuals with exceptional needs.

SUBPRIORITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT	
GOAL TO ACHIEVE SUBPRIORITY	Parent participation at school events, and parent meetings held at various times throughout the year. Parent involvement with their student's Personalized Learning Plan. Parent representation on the WSCS Board.
ACTIONS TO ACHIEVE GOAL	Promote events and parent involvement through parent communication tools and announcements.
MEASURABLE OUTCOME	We will continue to promote the active parent engagement we already have by maintaining the current level of involvement opportunities.
METHODS OF MEASUREMENT	Student PLP folders will document frequent, ongoing parent meetings. Sign up sheets will demonstrate parent involvement at school events.
SUBPRIORITY B – PROMOTING PARENT PARTICIPATION	
GOAL TO ACHIEVE SUBPRIORITY	Maintain high parent involvement.
ACTIONS TO ACHIEVE GOAL	Implement our core program of parent led education using our personalized learning model.
MEASURABLE OUTCOME	100% of Endeavor Charter School's students will have a Personalized Learning Plan (PLP) which requires daily parent involvement and regular parent meetings with the student's teacher.
METHODS OF MEASUREMENT	PLP files

STATE PRIORITY #4— STUDENT ACHIEVEMENT

Pupil achievement, as measured by all of the following, as applicable:

A. *California Assessment of Student Performance and Progress (CAASPP) statewide assessment*
~~*B. California School Dashboard*~~
C. *Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education*
D. *Percentage of ELs who make progress toward English language proficiency as measured by the ~~California English Language Development Test (CELDT) and/or~~ English Language Proficiency Assessment for California (ELPAC)*
E. *EL reclassification rate*
F. *Percentage of pupils who have passed an AP exam with a score of 3 or higher*

G. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness	
SUBPRIORITY A – CAASPP	
GOAL TO ACHIEVE SUBPRIORITY	Year over year improvement for 80% of students per cohort.
ACTIONS TO ACHIEVE GOAL	Develop optimal Personalized Learning Plans for each student to maximize success in both English Language Arts and Mathematics. Use charter resources to encourage measurable progress for all students.
MEASURABLE OUTCOME	Endeavor Charter School student test scores
METHODS OF MEASUREMENT	CAASPP results, internal assessments, course progress and mastery, homework, teacher observations, portfolios.
SUBPRIORITY B – CALIFORNIA SCHOOL DASHBOARD	
GOAL TO ACHIEVE SUBPRIORITY	Endeavor Charter will continue to monitor school performance as communicated on the dashboard.
ACTIONS TO ACHIEVE GOAL	Annually review dashboard results and data to inform our LCAP process.
MEASURABLE OUTCOME	Leadership meets to review data annually.
METHODS OF MEASUREMENT	Leadership team shares data with staff and stakeholders.
SUBPRIORITY C – UC/CSU COURSE REQUIREMENTS (OR CTE)	
GOAL TO ACHIEVE SUBPRIORITY	Provide a wide array of A-G courses. Provide at least one CTE pathway. Ensure access for dual enrollment opportunities with the community college.
ACTIONS TO ACHIEVE GOAL	Apply and be granted WASC accreditation. Apply and be granted A-G approved courses. Create and implement a CTE pathway. High School students may continue to take A-G courses through Glacier High School Charter as allowed by statute in order to have a WASC approved High School program and A-G approved courses during the application process for Endeavor Charter School's approval.
MEASURABLE OUTCOME	WASC accreditation, A-G course approval, and established CTE pathway.
METHODS OF MEASUREMENT	WASC accreditation, A-G course approval, and established CTE pathway.
SUBPRIORITY D – EL PROFICIENCY RATES	
GOAL TO ACHIEVE SUBPRIORITY	Majority of EL students will advance at least one performance level per the ~~CELDT~~ ELPAC each academic year.
ACTIONS TO ACHIEVE GOAL	Extra support needed to obtain English proficiency will be addressed in the Personalized Learning Plan and may include 1-1 tutoring, small group instruction, and/or specialized curriculum.
MEASURABLE OUTCOME	Students will meet performance level progress each year

METHODS OF MEASUREMENT	The ~~CELDT~~ ELPAC test will be used to measure progress in conjunction with teacher observation, and course progress and mastery
SUBPRIORITY E – EL RECLASSIFICATION RATES	
GOAL TO ACHIEVE SUBPRIORITY	EL students will progress through the ELPAC performance levels.
ACTIONS TO ACHIEVE GOAL	Extra support needed to obtain English proficiency will be addressed in the Personalized Learning Plan and may include 1-1 tutoring, small group Instruction and/or specialized curriculum.
MEASURABLE OUTCOME	25% of those EL students who are currently at level 3 will be reclassified as Fluent English Proficient annually.
METHODS OF MEASUREMENT	The ~~CELDT~~ ELPAC test will be used to measure progress in conjunction with teacher observation, and course progress and mastery
SUBPRIORITY F – AP EXAM PASSAGE RATE	
GOAL TO ACHIEVE SUBPRIORITY	Endeavor Charter School will implement the Computer Science Principles AP course and exam in conjunction with the CTE Pathway in Technology- IT Services and Support.
ACTIONS TO ACHIEVE GOAL	Submit Computer Principles AP course to College Board for approval.
MEASURABLE OUTCOME	Students enrolled in the CTE Pathway in Technology- IT Services and Support will register and take the Computer Science Principles AP Exam.
METHODS OF MEASUREMENT	Computer Science Principles AP Exam Student scores.
SUBPRIORITY G – COLLEGE PREPAREDNESS/EAP	
GOAL TO ACHIEVE SUBPRIORITY	100% of High School students will have a "Five Year Plan" outlining goals, career objectives, possible career interests and high school pathway.
ACTIONS TO ACHIEVE GOAL	A "Five Year Plan" will be developed for each student to plan towards life and career objectives.
MEASURABLE OUTCOME	College and career readiness at the time of high school graduation.
METHODS OF MEASUREMENT	Yearly evaluation of the "Five Year Plan" and it's alignment for each student.
STATE PRIORITY #5— STUDENT ENGAGEMENT *Pupil engagement, as measured by all of the following, as applicable:* *A. School attendance rates* *B. Chronic absenteeism rates* *C. Middle school dropout rates (EC §52052.1(a)(3))* *D. High school dropout rates* *E. High school graduation rates*	
SUBPRIORITY A – STUDENT ATTENDANCE RATES	

Goal to Achieve Subpriority	Endeavor Charter School will maintain a 95% attendance rate
Actions to Achieve Goal	Charter School will provide a safe and engaging learning environment for all its students and families, including those of the various subgroups enrolled
Measurable Outcome	Annual Average Daily Attendance will be at least 95%
Methods of Measurement	Required state attendance reporting
Subpriority B – Student Absenteeism Rates	
Goal to Achieve Subpriority	Endeavor Charter School will maintain a 95% attendance rate.
Actions to Achieve Goal	Absences will be monitored each learning period. Students who have excessive absences in any one learning period will be contacted to investigate the reason for the absence and to assess if additional support is needed.
Measurable Outcome	Attendance rate will meet or exceed 95% on state reporting.
Methods of Measurement	Attendance rate will meet or exceed 95% on state reporting.
Subpriority C – Middle School Dropout Rates	
Goal to Achieve Subpriority	Endeavor Charter School will provide an engaging and academically rigorous program for all middle school students that will advance the students' mastery of academic subjects while encouraging personal development.
Actions to Achieve Goal	Every student will receive a PLP which will list courses and electives. Incorporating each student's personal strengths, needs and desires will encourage each middle schooler to take an active interest in their own learning and personal growth.
Measurable Outcome	Students who leave Endeavor Charter School because of lack of progress will be tracked separately from students who leave for other reasons.
Methods of Measurement	Student enrollment and retention will be measured each year and steps will be taken to improve retention if needed.
Subpriority D – High School Dropout Rates	
Goal to Achieve Subpriority	Endeavor Charter School will provide an engaging and academically rigorous program for all high school students that will advance the students' mastery of academic subjects while encouraging personal development.
Actions to Achieve Goal	Every student will receive a PLP which will list courses and electives. Incorporating each student's personal strengths, needs and desires will encourage each high schooler to take an active interest in their own learning and personal growth.
Measurable Outcome	Students who leave Endeavor Charter School because of lack of progress will be tracked separately from students who leave for other reasons.
Methods of Measurement	Student enrollment and retention will be measured each year and steps will be taken to improve retention if needed.
Subpriority E – High School Graduation Rates	
Goal to Achieve Subpriority	Every student will receive a PLP listing courses and elective and/or homeschool interests which will encourage each high schooler to take an active interest in their own learning and personal growth. 90% of students who enroll as a senior with

	Endeavor Charter School shall graduate from Endeavor Charter School.
ACTIONS TO ACHIEVE GOAL	Every student will receive a PLP listing courses and elective and/or homeschool interests which will encourage each high schooler to take an active interest in their own learning and personal growth.
MEASURABLE OUTCOME	Students from all subgroups will graduate from Endeavor Charter School after completing Endeavor's required coursework for graduation.
METHODS OF MEASUREMENT	Student's PLPs and achievement of goals including career/college readiness will be analyzed yearly.
STATE PRIORITY #6— SCHOOL CLIMATE *School climate, as measured by all of the following, as applicable:* *A. Pupil suspension rates* *B. Pupil expulsion rates* *C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness*	
SUBPRIORITY A – PUPIL SUSPENSION RATES	
GOAL TO ACHIEVE SUBPRIORITY	Endeavor Charter School will maintain an annual suspension rate of 5% or less than.
ACTIONS TO ACHIEVE GOAL	Endeavor Charter School staff members and students will be trained and follow our cultural norms for behavior, academics and social interactions. On-going training as situations arise will take place during regularly scheduled staff meetings and individual meetings.
MEASURABLE OUTCOME	Endeavor Charter School will maintain an annual suspension rate of 5% or less.
METHODS OF MEASUREMENT	Annual School Accountability Report Card, California School Dashboard.
SUBPRIORITY B – PUPIL EXPULSION RATES	
GOAL TO ACHIEVE SUBPRIORITY	Endeavor Charter School will maintain an annual expulsion rate of less than 5%
ACTIONS TO ACHIEVE GOAL	Endeavor Charter School staff members and students will be trained and follow our cultural norms for behavior, academics and social interactions. On-going training as situations arise will take place during regularly scheduled staff meetings and individual meetings.
MEASURABLE OUTCOME	Endeavor Charter School will maintain a less than 5% expulsion rate.
METHODS OF MEASUREMENT	Annual School Accountability Report Card and CALPADS Report.
SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS)	
GOAL TO ACHIEVE SUBPRIORITY	Endeavor Charter School will have a student safety plan that all staff members will be required to know, understand and follow.
ACTIONS TO ACHIEVE GOAL	Endeavor Charter School will review the safety plan annually. Students who are not actively engaged in their PLP will receive extra support in order to increase school connectedness and positive staff/student relations.
MEASURABLE OUTCOME	Annual Student Survey, School Safety Plan
METHODS OF MEASUREMENT	Annual Student Survey, School Safety Plan

STATE PRIORITY #7— COURSE ACCESS *The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.* *"Broad course of study" includes the following, as applicable:* *Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)* *Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))*	
GOAL TO ACHIEVE SUBPRIORITY	Endeavor Charter School students, including all student subgroups, unduplicated students, and students with exceptional needs, will have access to and enroll in our educational program as outlined in the school's Charter. There is an almost unlimited amount of course access for all subgroups due to online course offerings, teacher-created courses, personalized electives and traditional electives.
ACTIONS TO ACHIEVE GOAL	All academic content areas will be available to all students, including student subgroups, at all grade levels.
MEASURABLE OUTCOME	100% of students including all student subgroups, unduplicated students, and students with exceptional needs, will be enrolled in the Endeavor Charter School academic program as outlined in the school's charter
METHODS OF MEASUREMENT	PLPs, learning center class enrollment, and community college enrollment
STATE PRIORITY #8—OTHER STUDENT OUTCOMES *Pupil outcomes, if available, in the subject areas described above in #7, as applicable.*	

II. ADDITIONAL OUTCOMES

Annual individual goals and objectives for each student will be written collaboratively by the student, parent (parent/guardian) and Advising Teacher in the student's Master Agreement; monthly Personal Learning Plans will set specific standards-aligned learning objectives. Student progress toward completion of goals will be monitored by the Advising Teacher every 7-20 school days based on the needs of the student.

In addition to the goals outlined in the LCFF table above, additional goals include:

1. The Board of Directors will carry out its responsibilities with the utmost degree of good faith, honesty, integrity, loyalty and undivided service to the Charter School as demonstrated by the actions of the Board and adherence to legal requirements.
2. Financial planning and annual budgets will reflect the appropriate allocation of resources to ensure achievement of the Charter School's vision and mission as demonstrated by balanced budgets that address the Charter School's priorities and successful external audits.

These goals and our progress toward goals will be communicated regularly with our entire school community.

III. METHODS OF ASSESSMENT

Endeavor Charter School will administer a variety of meaningful assessments to document and evaluate student academic progress over time. Student achievement data gathered through internal and external assessments will provide teachers the opportunity to modify each student's PLP and instruction in response to student outcomes, and allow the Charter School to adjust its program to best address student needs. Data obtained from standardized assessments will be disaggregated annually to clearly identify the academic performance of students by sub-groups (e.g., by ethnicity, gender, English Learners, socioeconomically disadvantaged students, and students with disabilities). Additionally, internal assessments (teacher-created, publisher and online assessment tools), will be analyzed individually by teachers and in collaborative groups during common planning time in order to target student needs, identify program strengths and gaps, and to plan subsequent instruction and students' PLPs.

Endeavor Charter School will comply with all regulations, reporting and processes associated with the state's Local Control Accountability Plans under the Local Control Funding Formula.

To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

Teachers will use a variety of assessments to measure individual students' attainment of state content standards and to follow their academic progress. Students will participate in our formal in-house assessments each year, such as Let's Go Learn for K-5th and NWEA for 6th-11th. Informal assessments will also play a major role in determining students' academic success including teacher observations, homework samples, written work, progress on intervention curriculum (programs such as LEXIA and My Path), project-based work and more.

By the end of the third grade (and the first year of CAASPP testing) we expect that most students will Meet/Exceed standards in ELA and Math. Ongoing assessment of daily work and formal evaluation using online assessments, scoring guides, tests and checklists will provide the Advising teacher(s), parent (parent/guardian) and student with feedback on student achievement and progress. As students progress into and through middle grades and high school, student evaluation will become more formal, including student-produced projects, final draft writing, science experiments and presentations of research. Students will be assessed in a summative manner in the form of quizzes, tests (both written and online), essays, research papers, presentations and/or projects.

We will use the following assessments:

- California Assessment of Student Performance and Progress in ELA, Math (grades 3-8 and 11) and the California Science Test (grades 5, 8, and high school)
- NWEA benchmark assessments based on CCSS (grades 6-11)
- Let's Go Learn benchmark assessments based on CCSS (grades K-5)
- Curriculum publishers (text and online) assessments
- ELPAC to measure progress for EL students
- PSAT, SAT and ACT test scores for high school students
- Stakeholder surveys (parents, students, teachers/staff) to evaluate curriculum, instructional practices, parent/student policies and procedures, school culture, and/or school-wide performance.

IV. Data Driven Instruction

Endeavor Charter School will utilize a comprehensive and customizable student information system, School Pathways, already in place at WSCS' other charter schools, MHSC and GHSC, to store student information, including a variety of reports on student achievement with both school-wide and subgroup analyses. While the Principal will have primary responsibility for overseeing all student achievement data entry, analysis, reporting and reflection on data, all teachers will receive intensive training on student achievement data and effective usage of the SIS.

Endeavor Charter School teachers and school leaders will analyze student achievement data on a continuous basis in order to identify the needs of each individual student over time, using data to formulate the PLP for each student monthly. Teachers will be provided with common planning time that they will use to examine data at regularly scheduled staff meetings. The Principal will monitor the progress of all subgroups (particularly language learners and special education students), and patterns of academic achievement that may indicate declining progress or inequitable outcomes among different sub-groups. Any problematic data trends will be directly addressed through meetings with individual students and their parents as well as the Advising Teachers, and through the examination of policies or curriculum that may be contributing to declining achievement or inequities.

On an annual basis, internal data will be compared to CAASPP and other state standardized test data to determine efficacy in predicting performance. Endeavor Charter School will also annually prepare and make public its School Accountability Report Card ("SARC").

V. Progress Reports/Grading

Grades K-8

At the elementary level, the Advising Teacher formally evaluates students twice each year: midway through the school year and at the end. The evaluation for each student is formulated by a combination of work samples, assessments, and teacher observation. The Advising Teacher uses a rubric of O, S, and N. N denotes, "needs improvement," S denotes, "satisfactory," and O denotes, "outstanding." These evaluation forms are placed in each student's school file.

Grades 9-12

At the high school level, students typically take seven 5-credit classes per semester. In this scenario a student would receive 70 units per year. The following table demonstrates the units necessary to move from one grade level to another.

9th Grade:	**0-54 credits**	10th Grade:	**55-124 credits**
11th Grade:	**125-189 credits**	12th Grade:	**190-260 credits**

Students can receive the grades of A, B, C, D, F, or P. Each grade has a point value which affects a student's overall GPA. The following table demonstrates the Grade Point Average value for each letter grade.

A: 4 points B: 3 points C: 2 points D: 1 point F: 0 points

All grades are reviewed and finalized by our Credentialed Advising Teachers. A student who has not completed a course by the end of a semester, may take a mark of "incomplete" (I) if s/he has at least 70% of the course already completed. This mark means that the student is not receiving credit, but will complete the course in the following semester. The student will receive a letter grade reduction for their incomplete.

For transcript purposes, credit for that course will be assigned in the semester in which the course is originally listed on the Master Agreement. If the incomplete course is not finished in the following semester the student's incomplete will be calculated for GPA as an "F."

An individual plan is created by the Advising Teacher for students who are behind on credits. This may include Credit Recovery online courses, extra tutoring and working during Summer.

Students will receive updated transcripts each semester based on a semester grading period. Report cards include the student's entire transcript to date and will be mailed to parent/guardian.

ELEMENT D: GOVERNANCE STRUCTURE

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

I. NON-PROFIT PUBLIC BENEFIT CORPORATION

Endeavor Charter School will be a directly funded independent charter school operated by Western Sierra Charter Schools, a California non-profit public benefit corporation with designation as a 501(c)(3) tax-exempt organization by the IRS, pursuant to California law upon approval of this charter. WSCS currently operates Mountain Home School Charter and Glacier High School Charter. Like these two schools, Endeavor Charter School will be governed by the WSCS Board of Directors ("Board") in accordance with the Charter Schools Act, Nonprofit Public Benefit Corporation Law, the corporation's Bylaws and the terms of this charter, and all other applicable state and federal laws. WSCS shall comply with the Brown Act, the Public Records Act, the Political Reform Act, and Government Code Section 1090, as set forth in Education Code Section 47604.1. Copies of WSCS' Bylaws Appendix 8 and Conflict of Interest Code Appendix 9 are attached. The Articles of Incorporation and proof of tax exempt status are found in Appendix 10.

The Charter School shall operate autonomously from the District, with the exception of supervisory oversight as required by statute and other contracted services as negotiated between the District and the Charter School. Pursuant to Education Code Section 47604(d), the District shall not be liable for the debts and obligations of the Charter School, nor will the District be liable for claims arising from the performance of acts, errors, or omissions by the Charter School as long as the District has complied with all oversight responsibilities required by law.

II. GOVERNANCE STRUCTURE

A. MAJOR ROLES AND RESPONSIBILITIES

1. BOARD OF DIRECTORS

In addition to the general and specific powers of the Board delineated in California Nonprofit Public Benefit Corporation law and included in the Bylaws, the Board of Directors is fully responsible for the operation and fiscal affairs of the Charter School, including, but not limited to the following:

- Ensure the Charter School meets its mission and goals
- Monitor student achievement to ensure progress toward fulfillment of the mission;
- Hire, supervise, and evaluate the Executive Director and Principal;
- Retain ultimate responsibility for hiring and terminating all other employees;
- Approve contractual agreements in accordance with Board policies;
- Approve and monitor the Charter School's annual budget, budget revisions, and monthly cash flow statements;
- Act as a fiscal agent. This includes but is not limited to the receipt of funds for the operation of the Charter School in accordance with applicable laws and the receipt of grants and donations consistent with the mission of the Charter School;

- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices;
- Establish operational committees as needed;
- Recruit and appoint new Board members and provide orientation training
- Participate in fundraising to support the Charter School
- Execute all applicable responsibilities provided for in the California Corporations Code;
- Engage in ongoing strategic planning;
- Approve the schedule of Board meetings;
- Participate in the dispute resolution procedure and complaint procedures when necessary;
- Approve charter amendments as necessary and submit requests for material revisions as necessary to the District for consideration;
- Approve annual independent fiscal audit and performance report;
- Appoint an administrative panel to take action on recommended student expulsions.

WSCS has adopted a conflict of interest code that complies with the Political Reform Act, Government Code Section 1090 as set forth in Education Code Section 47604.1, and Corporations Code conflict of interest rules, and which shall be updated with any charter school-specific conflict of interest laws or regulations. As noted above, the Conflict of Interest Code is attached within Appendix 9.

The Board of Directors attends an in-service for the purposes of training individual board members on their responsibilities with topics including at minimum Conflicts of Interest, ethics (AB 2158), and the Brown Act.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of WSCS any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated.

2. EXECUTIVE DIRECTOR

The Executive Director serves as the operational and educational leader and chief executive officer of WSCS. The Executive Director shall be responsible for the direction of the Charter School and of WSCS relationships with stakeholders (e.g. community members, parents, students, staff, donors, District oversight office, etc.) and leadership of the organization's development efforts.

The Executive Director shall perform assigned tasks as directed by the Board of Directors and shall be required to undertake some or all of the tasks detailed below. These tasks may include, but are not limited to, the following:

- Ensure the Charter School enacts its mission;
- Guide the Charter School toward the fulfillment of its vision and future goals;
- Communicate with and report to the Board of Directors;
- Plan, direct, implement and evaluate the instructional program of the Charter School;
- Oversight and planning of professional development for teachers and staff;
- Monitor the Charter School's instructional accountability, including collecting, analyzing, and reporting school and student performance data to develop school priorities and to drive decision-making;

- Ensure that appropriate evaluation techniques are used for both students and staff;
- Oversee student discipline, and as necessary participate in the suspension and expulsion process.
- Oversee implementation of organizational policies established by the Board of Directors;
- Oversee all corporate finances, including those of Endeavor Charter School, and take actions to ensure financial stability and accurate financial records;
- Oversee the recommendations of employee hiring, promotion, discipline, and/or dismissal;
- Oversee operational systems such as student records, teacher records, teacher credentialing, contemporaneous attendance logs, purchasing, budgets, and timetables;
- Promote the Charter School in the community, encourage positive public relations and interact effectively with media;
- Take an active role in fundraising and grant writing for the Charter School;
- Ensure compliance with all applicable state and federal laws;
- Complete and submit required documents as requested or required by the charter and/or Board of Directors and/or the District;
- Attend District administrative meetings as requested by the District and stay in direct contact with the District as needed;
- Present the independent fiscal audit to the Board of Directors, and, after review by the Board of Directors, present audit to the District, the County Superintendent of Schools, the State Controller, and the California Department of Education.

The above duties, with the exception of personnel matters, may be delegated or contracted as approved by the Board of Directors to another appropriate employee or third party provider.

3. PRINCIPAL

The Principal will be the leader of the school site. He/She will ensure that the curriculum is implemented in order to maximize student learning experiences and be responsible for the orderly day-to-day operations of the Charter School and the supervision of all employees at the school site. Responsibilities will include, but are not limited to, the following:

- Manage and/or oversee all daily school operations, including student admissions and discipline, facilities, front office, school scheduling, etc.
- Recruit, hire, train, coach, evaluate, and if needed, discipline or terminate teachers and staff
- Ensure that appropriate evaluation techniques are used for both students and staff
- Develop, support, guide, and evaluate teachers and other personnel to ensure the academic achievement of all student subgroups and targeted student populations
- Provide instructional support by building the capacity of teachers in implementing effective strategies to teach all student subgroups and targeted populations, including English Learners, foster youth, low income students, gifted and talented students, and students with disabilities
- Prepare the annual Local Control Accountability Plan in collaboration with stakeholders
- Oversee school wide testing
- Prepare the Charter School's master schedule
- Assist the Executive Director in meeting state and federal mandates and to ensure instructional monitoring and compliance needs
- Take responsible steps to secure full and regular attendance of students enrolled in accordance with policies established by the Board of Directors
- Oversee student discipline, and as necessary participate in the suspension and expulsion process
- Promote the Charter School in the community

- Oversee student services, enrichments and extracurricular activities
- Organize, assist, and implement the Charter School's safety plan and ensure compliance with mandated child abuse reporting
- Manage the Charter School's facilities

The WSCS Organizational Chart is included in Appendix 11

III. Governing Board Composition and Member Selection

The Charter School will be governed by the WSCS Board of Directors ("Board" or "Board of Directors") in accordance with the Board's adopted corporate bylaws, which shall be consistent with the terms of this charter.

The Board of Directors shall be composed of ~~no less than~~ up to eight members should the authorizing Districts choose to participate on the Board of directors ~~and no more than eleven directors,~~ pursuant to the Bylaws. All directors shall be designated by the existing Board of Directors at the corporation's annual meeting of the Board. Each director shall hold office unless otherwise removed from office in accordance with the bylaws for three (3) years and until a successor director has been elected as required by the position as described below. No Director, other than the District representative may serve for more than six consecutive years.

The Board of Directors will be composed of representatives of the following constituencies:

a. One parent of a Mountain Home School student

b. One parent of a Glacier High School student

c. Two parents of Endeavor Charter School students

d. One teacher from Mountain Home School or Glacier High School

e. One teacher from Endeavor Charter School

f. One Community member

g. One Representative from Yosemite Unified Board (if YUSD desires)

h. One representative identified by Fresno Unified School District Board (If FUSD desires)

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

The current WSCS Board is composed of the following members:

Name	Representative Group
Darin Soukup, Ph.D	Community Member

Joyce Vind	Staff, Oakhurst
Tamera Dent	Parent, Oakhurst
Richard Shehadey	Parent, Fresno
Margaret DenHartog, M.A.	Staff, Fresno
Brian Fulce	Parent, Oakhurst
Jacqueline Pucheu	Parent, Fresno
Monika Moulin	YUSD Board

Please see **Appendix 1** for board member bios including names and relevant qualifications.

The existing Board of Directors shall designate all other directors. Any member of the community may refer a potential candidate to the Board, which will evaluate prospective candidates to determine whether or not they fit the stated needs of the Board recruitment strategy. Although the Board strives for unanimous support for new Board Members, per the Bylaws, a simple majority is all that is needed to designate a Director.

Although not required, the Board will strive to create an odd number of Directors for voting purposes. In accordance with its Bylaws, the Board will appoint new members upon the resignation or removal of any director, or any change in the stated number of Board members (e.g., expanding the size of the Board to increase fundraising capacity). In accordance with Education Code Section 47604(c), the District may appoint a representative to sit on the Board.

In recognition of the need for diverse voices and expertise on the Board, there will be a consistent attempt to recruit Board members that will ensure sound oversight of the fiscal, operational, and instructional practices of the Charter School, including individuals with experience in business management, law, finance, education, governance, administration, facilities, and community relations.

Threshold screening criteria for all prospective members of the Board will be a demonstrated understanding of and commitment to the mission, vision and unique educational model of WSCS as well as a strong commitment to serving the Charter School's students. Other relevant criteria for Board selection include a demonstrated ability to act in a leadership capacity and a commitment to diligently fulfilling all Board responsibilities, including a willingness to routinely attend Board meetings and participate actively in oversight of the Charter School. New Board members will go through an initial orientation to their responsibilities as Board members and effective charter school oversight.

IV. Governance Procedures and Operations

The Board of Directors will meet regularly (approximately six times each calendar year), and in accordance with the Brown Act and Education Code Section 47604.1(c). Additional meetings may be called as necessary and will comply with all of the provisions of the Brown Act. At an annual meeting, the Board

will set the calendar for upcoming Board meetings for the year and publish the schedule on its charter schools' websites. Agendas for regular meetings will be published in advance and distributed to each member of the Board of Directors and will be physically posted at the Charter School's entrance and office, and posted on the Charter School website, for public viewing at least 72 hours in advance of regular meetings. Agendas for special meetings will be posted in the same manner at least 24 hours before the meeting.

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

Decisions of the Board are by majority vote. As consistent with the requirements of Corporations Code Section 5211(a)(8), an act or decision made by a majority of the directors present at a meeting duly held at which a quorum is present is an act of the Board. In accordance with the Brown Act, directors may participate in meetings via teleconference, so long as a minimum of a quorum of directors participates within the jurisdictional boundaries, all votes are taken by roll call, and other prescribed requirements for teleconference participation are met, as detailed in the Bylaws.

The Board of Directors may, in its discretion, form Committees, each consisting of two or more directors, in accordance with the Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure that the Charter School meets achieves its mission and goals, including, but not limited to, a Finance Committee, Personnel Committee and Nominating Committee. Committee meetings will be held in accordance with the Brown Act, as detailed in the Bylaws. Appointments to committees of the Board of Directors shall be by majority vote of the directors then in office. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting.

Contracted services shall be chosen, negotiated, monitored, and evaluated by the Board, to ensure the following:

- the reasonableness of the terms of the contract with costs reflecting a fair market value of services provided;
- fidelity to the Charter;
- the academic success as measured by federal and state performance standards and the methods of measurement described herein; and
- the fiscally sound condition of the Charter School.

V. PARENT/GUARDIAN INVOLVEMENT IN GOVERNANCE

Endeavor Charter School is built from the ground up on parent leadership. We do not seek merely to recruit parents to help us accomplish our plans and purposes as a school. Rather we understand our role to be to help the parents accomplish their plans and purposes with their students. The Endeavor Charter School methodology requires parents to be dedicated to their child's education in a daily, hands-on way. We maintain an open-door philosophy to encourage parent input in planning, teaching, and organizing the Endeavor Charter School program. The WSCS Board includes four parents on its eight-member board. Furthermore, as part of their agreement with the Charter School, parents/guardians will:

- Participate in an orientation meeting with the staff to discuss parent responsibility and to

determine goals and objectives for their individual students.

- Oversee their children's education in all subject areas, keep a record of studies, and keep a file of student work.
- Schedule appointments and meet with the Advising Teacher and student at least once every twenty school days, bringing records of studies and samples of work for each student.
- Be strongly encouraged to participate in a minimum of one school sponsored event or activity per semester.
- Stay informed of current events and activities offered at the Charter School by any or all of the following means:
    - Reading Endeavor Charter School monthly newsletter.
    - Checking the Charter School website
    - Listening to the Charter School "all call" phone messages.
    - Noting the Charter School bulletin board for information.
    - Checking the individual family "mailbox" for messages.

Parents are invited to attend all Board meetings and to provide continuous feedback to the Principal. Formal annual surveys collect parent input. Parents also participate in the annual LCAP planning and update process.

ELEMENT E: EMPLOYEE QUALIFICATIONS

"The qualifications to be met by individuals to be employed by the charter school." Ed. Code § 47605(c)(5)(E).

All employees at Endeavor Charter School shall be employees of Western Sierra Charter Schools, an equal employment opportunity employer. Unlawful discrimination or harassment on the basis of the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation is strictly prohibited.

Employees' job duties and work basis will be negotiated in individual employment agreements, and general job descriptions will be developed for each staff position in alignment with this Charter Petition. The Charter School is committed to recruiting and hiring a community of professionals who are dedicated to the education of all students and the mission of the Charter School.

Endeavor Charter School is a school of choice, and no employee will be required to work at Endeavor Charter School or another school operated by Western Sierra Charter Schools.

WSCS will comply with all applicable state and federal laws regarding background checks and clearance of all personnel, and prohibitions regarding the employment of any person who has been convicted of a violent or serious felony. (See Element F for more detailed information.) Pursuant to Education Code Section 47605(l), the Charter School shall ensure that teachers hold the Commission on Teacher Credentialing certificate, permit or other document required for their certificated assignment. The Charter School will actively recruit credentialed teachers to minimize the use of teachers holding emergency credentials.

The Charter School will comply with all State and federal laws concerning the maintenance and disclosure of employee records. The Charter School will comply with all applicable State and federal mandates and legal guidelines under the ESSA.

I. LEAD STAFF

A. WSCS EXECUTIVE DIRECTOR

The Executive Director is responsible for the effective operation of all WSCS schools, and the general administration of all instructional, business, or other operations of the WSCS schools, including Endeavor Charter School. He or she will administer and supervise the Charter School and its employees, lead development of educational program improvement, foster a culture of positive, engaged learners, and serve as a strong advocate for the Charter School's core values—including developmental philosophy and parental involvement.

He or she will work closely with the Charter School Principal to plan and design innovative curriculum, and design and implement teacher training for effective curriculum implementation. He/she will ensure that the Charter School provides all students with core academics (i.e. reading and writing, math, social studies and science). He/she will also work collaboratively with the Charter School administration, credentialed staff, classified staff and Board of Directors to provide consistent and effective school leadership for the Charter School.

Executive Director Job Domains and Duties

- Human Resources

Staff hiring and dismissal
Implementation of staff contracts
Staff Supervision and evaluation
Staff development
Credential and legal compliance monitoring

- Budget Planning and Control

Budget creation, monitoring & control
Purchasing
Annual reports (P.1, P.2, 1st and 2nd Interim)
Annual audit

- Business

All insurances (property and liability, workers comp. and health)
Coordination with MCOE business services
Coordination with the CDE
Coordination with the Authorizing District
Preparation and monitoring of SB 740

- Curriculum and Instruction

Development and oversight of academic program
Curricular development
Oversight of articulation and coordination between various schools within WSCS
Oversight of assessment program

- Program Development

Vision and Mission development and implementation
Strategic planning and implementation
Chief advocate for school method
Calendar development and Schedule
Annual LCAP development and implementation
WASC Coordination
Future expansion
Development and oversight of instructional technology
Charter renewal and compliance
Promotion and outreach
Coordination with charter granting district

• Student Services
Oversight of special education
Oversight of student guidance
Oversight of student safety
Participation on SELPA board

• Facilities
Facility planning and development
Oversight of facility maintenance
Oversight of facility safety
Facility use

• WSCS Board
School Wide Vision and Mission
Coordination and leadership with WSCS Board
Board training and development
Legal compliance
Recommend policies
Recommend new members
Program development and evaluation

Qualifications:
Essential Knowledge/Skills: Knowledge of Governing Board policies, California charter statutes, policies and procedures and regulations. Paramount to this top leadership position with WSCS is a deep experiential knowledge of and commitment to the methodology of parent led education (often referred to as "homeschooling"). Additionally, the Executive Director must be aware of and provide leadership regarding community support, community expectations for the WSCS charter schools, curriculum and instructional theory and practices, management principles and financial planning, management information systems and leadership techniques is essential. The position requires, among other qualities, managerial, observational, communications, and leadership skills and abilities, or any equivalent combination of experience and training that would provide the required knowledge, skills and abilities.

EDUCATION and/or EXPERIENCE
Education: Bachelor's degree, Graduate level degree preferred
CA Administrative Services Credential preferred

Experience: Have at least 5 years of successful teaching and 3 years of out of classroom support experience. Prefer school or school system administrative experience with concentration in administration, supervision, curriculum, finances and personnel management.

B. PRINCIPAL

The Principal operates under the supervision of the Executive Director and in accordance with federal and state laws; the Principal works in developing, formulating, and revising school programs, and educational program review; participates in administrative decision making; fosters a culture of collaboration and professional growth; and drives the overall educational achievement goals of the Charter School.

PROFESSIONAL DUTIES & RESPONSIBILITIES

Lead, manage and oversee all functions of Endeavor Charter School, including education program to ensure academic performance of student, school office operations, community relations, people management and facilities in accordance with legal and organization standards.

Responsibilities and duties:

- Provide Instructional Leadership for the Charter School, including: maintaining school-wide focus on high standards of student achievement; ensuring coverage of State Standards; maintaining a college-going culture; modeling instructional framework; managing process for analyzing data to increase student achievement, supporting all teachers in their professional development, and supporting new teachers.
- Manage all human resources at the Charter School, including: attracting and selecting personnel; providing professional development opportunities; developing collaborative team culture; and managing performance. Adhere to organization policy and state/federal employment laws.
- Manage all Charter School resources, including: planning for future needs, adhering to school policy and protocols for sound fiscal management.
- Develop an effective Charter School community, including: working with parents to better serve students; garnering support from community groups and leaders; developing positive relationships with the District and neighborhood schools; and partnering with institutions of higher education to support the Charter School's educational program and provide opportunities for students and families to experience college life.
- Manage process for determining priorities; set development timetables and support the Charter School team in achieving deliverables.
- Manage daily operations, facilities, safety, and administrative processes for the Charter School, including addressing issues and problems that arise in a solutions-centered, creative, thoughtful and constructive way; following-up with constituents as needed; adhering to best practices, policies and procedures; and seeking outside support as appropriate.
- Lead long term strategic planning and medium term process improvement as needed.
- Continue and support the Charter School's mission, vision, standards, policies and procedures, operating instructions, confidentiality standards, and general legal/ethical behavior.
- Perform other related duties as required and assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

- Essential to the Principal position is a deep experiential knowledge of and commitment to the methodology of parent led education (often referred to as "homeschooling")

-Demonstrated commitment to students and learning, in tandem with knowledge of curriculum development and program design

- In-depth experience developing teachers including strong experience in performance assessment.
- Excellent communication, presentation and interpersonal skills with demonstrated ability to write clearly and persuasively.
- Excellent organization, time management and follow-up skills; high sense of urgency; demonstrated ability to successfully handle multiple projects concurrently; ability to work as a team.
- Strong community-building skills.

QUALIFICATIONS

- Minimum of 5 years teaching/counseling experience, with a history of improving student achievement.
- Valid CA Administrative Services credential preferred.

- Relevant Master's or equivalent degree preferred.

Chief Business Officer

JOB SUMMARY:

The position is under the general direction of the Executive Director and performs complex, fiduciary, professional, accounting services while also providing fiscal, administrative, and business management guidance as a part of the senior management team.

DISTINGUISHING CHARACTERISTICS:

The Chief Business Officer (CBO) has the responsibility for directing fiscal/business operations in carrying out the charter school's mission as directed by the governing Board. This position provides policy guidance, advice, and counsel to management regarding strategic policy goals as well as executing day-to-day operations.

JOB DUTIES:

- Provide managerial and strategic planning support to the School Administrator and Board
- Provide cohesive, team oriented service to staff members
- Create, enhance, and/or implement organizational policies and procedures
- Process payroll, tax deposits, and accounts payable
- SACS reporting
- Attendance reporting
- Fiscal year-end balancing, financial statement, and report preparation
- Budget preparation, monitoring, and reporting
- Cash management, monitoring and processing
- Board meeting reporting and preparation
- Procurement and management of grants
- Maintain District code database with MCOE
- STRS/PERS retirement plan contribution processing
- Process CalPADS data collection
- Process workers compensation reports
- Maintain personnel files
- Prepare Y/E 1099's and W-2's

REQUIRED KNOWLEDGE AND SKILLS:

- Accounting principles, practices, and procedures utilized in accounting systems
- Procedures related to a general ledger accounting systems
- Government funding appropriation structure
- State/federal administrative circulars, applicable costs principals, and administrative procedures
- General ledger and subsidiary accounts involving assets, liabilities, revenues, and expenditures
- Government auditing standards and requirements
- General Accepted Accounting Principles ("GAAP") financial statement preparation

- Payroll processing; accounts payable processing, fixed asset tracking and depreciation
- Federal, state, and county tax regulations and tax form filing

REQUIRED EDUCATION AND EXPERIENCE (QUALIFICATIONS0:

A Bachelors Degree in Accounting, Public Administration, Business Administration or a related field**.**

As well as five years of prior governmental, school, or not-for-profit fund accounting experience in a managerial/supervisory capacity or eight years of prior general accounting experience in a managerial/supervisory capacity. Experience must demonstrate comprehension and application of General Accepted Accounting Principles within a public institutional setting.

ADDITIONAL REQUIREMENTS:

Ability to operate complex computerized accounting systems; analyze and process financial data and make arithmetic computations rapidly and accurately; correctly classify documents and maintain accurate financial records; utilize spreadsheets and word processing programs; work independently with minimum supervision; understand and carry out oral and written instructions; work cooperatively with others; apply and create policies appropriate to a variety of situations; interview others; lead training classes; discuss and give guidance regarding, accounting, financial, and general administrative issues.

C. ADVISING TEACHERS

As a personalized learning school, Endeavor Charter School offers students and families unique, customized and personal, educational services. The Endeavor Charter School teacher works very closely with each student and family assigned to him/ her and provides specialized, professional educational guidance. The credentialed teacher at Endeavor Charter School is called upon to fulfill many roles beyond the standard expectations of a classroom teacher. Those expectations are spelled out in this job description.

This job description will address the four primary domains of a Endeavor Charter School Advising Teacher's responsibility:

1. Instructional Planning and Supervision
2. Student Instruction
3. Student Custodial Care
4. General Responsibilities

1. Instructional Planning and Supervision

Each Endeavor Charter School Advising Teacher will provide the following services, for each student assigned to his/ her caseload, with regard to instructional planning and supervision.

- Create or facilitate the creation of the entire academic program of each student
- Calendar and direct meetings with each student and family on a scheduled regular
- Maintain, for official record, a file for each student

- Monitor academic progress for each student and communicate this progress to each student and parent as well as staff, the Charter School Principal and the WSCS Board as necessary
- Provide flexible, differentiated educational guidance based upon each student's and parent's need and ability
- Develop and maintain expertise in Endeavor Charter School's curriculum and instructional offerings including all school based, community based, and internet based programs
- Implement appropriate student assessments
- Analyze and interpret student assessment data
- Make appropriate programmatic decisions, in concert with student and parent input, based upon assessment data
- Provide oversight and supervision for all evaluation of student work

2. Student Instruction

The Endeavor Charter School teacher will provide the following services for all students participating in his/ her class.

- Instruct classes as assigned or approved by the Principal
- Perform all the necessary preparation for tutoring and instruction
- As appropriate, grade all students work participating in his/ her class
- Create, implement and interpret various assessments and data

Each Endeavor Charter School Advising Teacher will provide the following service for all students in general with regard to student instruction.

- Be accessible to tutor students individually or in groups as needed and able

3. Student Custodial Care

Very often, the parents of Endeavor Charter School students remain present with their student while at school and thereby maintain legal responsibility for their child. Still, Endeavor Charter School must ensure a safe and orderly school environment. Therefore, each Endeavor Charter School Advising Teacher will provide the following services, for all students, with regard to student custodial care.

- Provide behavior and conduct supervision for all students enrolled in one of his/ her classes
- Provide behavior and conduct supervision generally to all Endeavor Charter School students when students are on campus or at a school sponsored event

4. General Responsibilities

The Endeavor Charter School teacher is charged with these following general responsibilities to the WSCS Board, the Executive Director, the Principal and the Charter School program at large.

- Support the Charter School and WSCS Board policies both on the job and in the community
- Perform any and all job related tasks and responsibilities as assigned by the Executive Director or Principal

· Work as part of a team with the rest of the Charter School staff in a variety of school activities and events
· Maintain as current the appropriate California teaching credential
· In all job related capacities, maintain professional appearance and conduct
· Attend Charter School related meetings and events as necessary. These may include various after school events or school functions and WSCS Board meetings.
· A Endeavor Charter School teacher's official "at work" days per year is 183 days
· The assorted tasks of the Endeavor Charter School teacher at times require the teacher to be off campus. This said, the Charter School operating hours are 8:00 AM – 4:00 PM Monday – Thursday, and 8:00 AM – 3:00 PM Friday. Teachers are expected to be on campus and available between these hours unless otherwise assigned.

Qualifications: Teachers ~~of core content areas (*i.e.*, English language arts, math and science)~~ must hold ~~credentials approved by~~ the California Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment and meet all requirements of the law for public school teachers as defined in Education Code Section 47605(l)(1).

Additional Duties. Each certificated staff member teaching in the classroom for which he/she shall be properly credentialed is responsible for the following duties:

-Providing and distributing course materials and texts.
-Establishing and communicating clear academic and behavioral expectations to all students.
-Delivering and reviewing curriculum material to ensure student mastery of content and related skills.
-Regularly assessing student work (online and on-site) to ensure student mastery of content and related skills.
-Maintaining appropriate classroom management to ensure all students have access to a sound educational experience.
-Differentiating instructional methods to provide access to course content for English Learners, students with IEPs/504 Plans and with multiple learning modalities.
-Facilitating student preparation for and participation in individual, department level, school-wide, state and other mandated testing for students inclusive of Smarter Balanced, ELPAC, PSAT, SAT/ACT, etc.
-Preparing and selecting instructional materials in collaboration with parents.
-Communicating and conferring with pupils, parents, staff and administrators.
-Actively participating in parent, community and open house activities.
-Assuming reasonable responsibility for the proper use and control of Charter School property, equipment, material and supplies.
-Attending faculty, departmental, grade level and other meetings called or approved by the immediate administrator.
-Participating in staff development programs, professional activities related to their assignment, independent study and otherwise keeping current with developments within their areas or subjects of assignment.
-Other duties as assigned.

ELEMENT F: HEALTH AND SAFETY PROCEDURES

"The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:

- ***(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.***
- ***(ii) For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive, of paragraph (2) of subdivision (a) of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of Section 32282.***
- ***(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school." Ed. Code § 47605(c)(5)(F).***

Endeavor Charter School will develop a Safe School Plan. The Safe School Plan will outline safety procedures for fire, earthquake, and harmful intruders (lockdown drills). All staff are trained on emergency and first aid response according to state standards and training programs.

In order to provide safety for all students and staff, the Charter School will adopt and implement full health and safety policies and procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. These policies will be incorporated into the Charter School's student and staff handbooks and will be reviewed on an ongoing basis by the Executive Director and Board of Directors. The Charter School shall ensure that staff are trained annually on the health and safety policies.

The health and safety of Endeavor Charter School staff and students is the highest priority for the Charter School. Endeavor Charter School will adopt comprehensive, site-specific Health and Safety Policies and Emergency Policies and Procedures (collectively, Policies and Procedures), including policies regarding the acquisition and maintenance of adequate onsite emergency supplies. These Policies and Procedures will be in place prior to beginning operation of the Charter School. Endeavor Charter School will train all staff at least once annually in these Policies and Procedures. Emergency response drills will be held regularly for all students and staff. Endeavor Charter School will periodically review, and modify as necessary, its Health and Safety Policies and Emergency Policies and Procedures, and keep these documents readily available for use and review upon request.

The Health and Safety Policy will address the following areas, at a minimum:

- Child Abuse Reporting
- Child predators (gates, walls, child pick-up and drop-off, etc.)
- Sexual/Other Harassment Reporting
- ADA adherence
- Blood borne pathogens
- FERPA
- Immunizations
- Tuberculosis Risk Assessment and examination
- Medication in school
- Vision, hearing, and scoliosis screening, per code

- Student Illness & Injury Policies

Emergency Policies and Procedures will address the following areas, at a minimum:

- Earthquake
- Fire
- Terror threats
- Hostage situations
- School lock-down procedures
- Evacuation plans
- Safety drills
- Annual testing of sprinkler systems, fire extinguishers, and fire alarms

The following is a summary of the health and safety policies of the Charter School:

PROCEDURES FOR BACKGROUND CHECKS

Employees and contractors of Endeavor Charter School will be required to submit to criminal background checks and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for purposes of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Executive Director of WSCS shall monitor compliance with this policy and report to the Charter School Board. The Board President shall monitor the fingerprinting and background clearance of the Executive Director. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee. Endeavor Charter School shall also ensure that the Executive Director receives subsequent arrest notifications of all individuals subject to background checks from the Department of Justice to ensure the ongoing safety of its students.

ROLE OF STAFF AS MANDATED CHILD ABUSE REPORTERS

In accordance with state law, all employees will be mandated child abuse reporters and follow all applicable reporting laws, the same policies and procedures used by the District. The Charter School shall provide in-service mandated reporter training to all employees annually in accordance with Education Code Section 44691.

BLOOD-BORNE PATHOGENS

Endeavor Charter School shall meet state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. Endeavor Charter School will establish a written "Exposure Control Plan" designed to protect employees from possible infection due to contact with blood-borne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV"). Whenever exposed to blood or other body fluids through injury or accident, students, and staff should follow the latest medical protocol for disinfecting procedures.

TUBERCULOSIS RISK ASSESSMENT AND EXAMINATION

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

IMMUNIZATIONS

Endeavor Charter School will adhere to all law related to legally required immunizations for entering students pursuant to Health and Safety Code Sections 120325-120375, Title 17, California Code of Regulations (CCR) Sections 6000-6075, Title 5, CCR Section 11963 and Education Code Section 47612.5(3)(e). Upon a student's admission or advancement to 6th grade, the Charter School shall submit to the student and their parent or guardian a notification that advises students to adhere to current immunization guidelines regarding human papillomavirus ("HPV") before admission or advancement to 8th grade, consistent with the requirements of Education Code Section 48980.4 and Health and Safety Code Section 120336.

MEDICATION IN SCHOOL

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

AUXILIARY SERVICES

School staff will conduct annual reviews to ensure all auxiliary services are safe by developing appropriate policies and awareness training.

DRUG FREE/ALCOHOL FREE/SMOKE FREE ENVIRONMENT

Endeavor Charter School shall function as a drug, alcohol and tobacco-free workplace.

VISION/HEARING/SCOLIOSIS

Students will be screened for vision, hearing and scoliosis. Endeavor Charter School shall adhere to Education Code Section 49450, *et seq*, as applicable to the grade levels served by the Charter School.

DIABETES

The Charter School shall make the type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school. The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but not be limited to, all of the following:

1. A description of type 2 diabetes.

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

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

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

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

SUICIDE PREVENTION POLICY

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

PREVENTION OF HUMAN TRAFFICKING

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

MENSTRUAL PRODUCTS

The Charter School shall stock ~~at least 50% of its restrooms with feminine hygiene products, and shall not charge students for these products, pursuant to Education Code Section 35292.6~~ the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms. The Charter School shall post a notice regarding the requirements of this section in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to this section. This notice shall include the text of this section and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

All Gender Restrooms

On or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

~~Nutritionally Adequate Free or Reduced Price~~ School Meals

~~The Charter School shall provide each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code Section 49553(a), during each schoolday. The Charter School shall provide this meal for any eligible student on any schoolday that the student is scheduled for educational activities, as defined in Education Code Section 49010, lasting two or more hours, at a schoolsite, resource center, meeting space, or other satellite facility operated by the Charter School.~~

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

School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

California Healthy Youth Act

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

Mental Health Education

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

Mental Health Information

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

School Safety Plan

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

a. child abuse reporting procedures
b. routine and emergency disaster procedures
c. policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
d. procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
e. a discrimination and harassment policy consistent with Education Code Section 200
f. provisions of any schoolwide dress code that prohibits students from wearing "gang-related apparel," if applicable
g. procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
h. a safe and orderly environment conducive to learning
i. the rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, 47605, and 47605.6
j. procedures for conducting tactical responses to criminal incidents
k. procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan

l. procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a schoolbus serving the school
m. procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
n. a protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

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

The Charter School shall develop an instructional continuity plan, consistent with Education Code Section 32282(a)(3), to establish communication with students and their families and provide instruction to students when in-person instruction is disrupted due to an emergency pursuant to Education Code Sections 41422 or 46392(a).

Workplace Violence Prevention Plan
The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Supporting LGBTQ Students
Through the completion of the 2029-30 school year, the Charter School shall use an online training delivery platform and curriculum to provide at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

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

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

Gun Safety Notice
At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

Athletic Programs

The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

Transportation Services

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

Extreme Weather Policy

On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

EMERGENCY PREPAREDNESS

Endeavor Charter School shall adhere to an Emergency Preparedness Handbook containing procedures for safety, drafted specifically to the needs of the school site. This handbook shall include but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. All staff members will receive training on emergency procedures and in emergency response, including appropriate "first responder" training or its equivalent. If assuming a facility that was previously used as a school site, any existing emergency preparedness plan for the school site shall be used as a starting basis for updating the handbook for the Charter School. The handbook shall be kept on file for review.

FACILITY SAFETY

The Charter School shall comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.

STAFF RESPONSIBILITIES

All employees are responsible for their own safety, as well as that of others in the workplace. Endeavor Charter School will rely upon its employees to ensure that work areas are kept safe and free of hazardous conditions. Employees will report any unsafe conditions or potential hazards to their supervisor immediately. If an employee suspects a concealed danger is present on Endeavor Charter School's premises, or in a product, facility, piece of equipment, process, or business practice for which Endeavor Charter School is responsible, the employee will bring it to the attention of their supervisor, the Principal, or Executive Director immediately. Supervisors will arrange for the correction of any unsafe condition or concealed danger immediately and will contact the Principal regarding the problem.

Employees will be encouraged to report any workplace injury or accident to their supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

Periodically, Endeavor Charter School may issue rules and guidelines governing workplace safety and health. All employees will familiarize themselves with the rules and guidelines, as strict compliance will

be expected. Failure to comply with rules and guidelines regarding health and safety or work performance will not be tolerated.

COMPREHENSIVE ANTI-DISCRIMINATION AND HARASSMENT POLICIES AND PROCEDURES

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

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

FERPA

Endeavor Charter School, its employees and officers, will comply with the Family Educational Rights and Privacy Act ("FERPA") at all times.

STUDENT RECORDS

Endeavor Charter School will establish and adhere to procedures related to confidentiality and privacy of student records. Endeavor Charter School will keep student records in a locked file cabinet to which only designated staff will have keys, in accordance with Charter School policies. Student special education files will be kept in separate locked cabinets to which only staff designated to have access shall have keys. Electronic student information systems will use password protected accounts to ensure the same limits on access to student files. In the event that a student enters the Charter School upon transfer from an existing district school, the student's records will be requested from the respective district.

Bullying Prevention

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

ELEMENT G: STUDENT POPULATION BALANCE

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

Endeavor Charter School will comply with all federal and state laws regarding recruitment and enrollment of diverse students.

Endeavor Charter School will implement a student recruitment strategy that includes, but is not limited to, the following strategies designed to achieve a racial and ethnic, special education, and English learner balance that is reflective of the general population residing within the boundaries of the FUSD. Enrollment and recruiting advertisements for the Charter School will clearly state that the Charter School services students with disabilities in the least restrictive environment.

Endeavor Charter School's Principal will bear primary responsibility for student recruiting and outreach, with support of WSCS' Executive Director. The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School.

I. COMMUNITY PARTNERSHIPS

The Executive Director will leverage WSCS' existing partnerships and meet with additional community organizations regarding potential partnerships and assistance (ranging from posting and distribution flyers to hosting information sessions) for the population they serve to collaborate on services for Endeavor Charter School students. Endeavor Charter School will attend community events to distribute information about the Charter School, including the numerous annual cultural festivals in Fresno, local farmers markets, and other community events. As the Charter School grows, students may engage in service-learning projects at local middle and elementary schools (campus beautification, tutoring younger students, etc.), which will help to increase awareness about Endeavor Charter School.

The Executive Director may also seek media coverage and place advertising in appropriate local media. Social media including Facebook, Instagram, Twitter and more will be leveraged through student, parent and staff posts about Endeavor Charter School to help generate interest and excitement about our new school.

In subsequent years, Endeavor Charter School will modify outreach strategies as needed to recruit a student population that is reflective of the racial and ethnic, special education, and English learner balance of the District and to achieve full enrollment. The Executive Director will track all outreach activities and

applications generated from each Endeavor (where possible) in order to inform future outreach efforts that will yield the most success in generating a diverse school population. Endeavor Charter School will conduct student and parent surveys at least once annually which will include questions that elicit satisfaction levels and suggestions to continually improve the Charter School's multicultural, language, and ability environment.

ELEMENT H: ADMISSION POLICIES AND PROCEDURES

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

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition or discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

Endeavor Charter School will admit all pupils who wish to attend the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state, unless required by Education Code Section 51747.3. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

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

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

Endeavor Charter School will adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youth.

Endeavor Charter School shall not require a parent/legal guardian/student to provide information regarding a student's disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. The Charter School will not request submission of a student's IEP, 504 Plan, or any other record or related information prior to admission, or as a condition of admission or enrollment. Pursuant to Education Code Section 47605(e)(2)(A), for a student who has an IEP and wants to participate in independent study, a determination will be made as to whether independent study is

appropriate within 30 days, and if appropriate, written into the IEP. The Charter School may request information necessary to apply specific admissions preferences set forth in this Charter.

No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. Post-matriculation, various assessments may be administered to further determine readiness or maintenance of the said grade.

I. PUBLIC RANDOM DRAWING

The Charter School will establish a recruiting and admissions process, which shall include reasonable time for all of the following: (1) outreach and marketing; (2) voluntary information sessions for students and parents held at the school site; (3) an application period; (4) public random drawing ("lottery"), if necessary; and (5) enrollment. The Charter School may fill vacancies or openings that become available after this process by holding an additional public random drawing ('lottery"), if necessary.

Endeavor will schedule regular informational meetings for parents and prospective students throughout the year. During these meetings, parents and students will be informed on the educational philosophy, what the school provides, requirements, and other information about Endeavor Charter School, along with details about the application and lottery procedures and timing (if necessary), including statement that parents need not attend the lottery to secure a space for their child. Endeavor Charter School will maintain a list of all applications of prospective students throughout the year.

A. ADMISSION PROCESS AND OPEN ENROLLMENT

Applications for the Charter School will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. The application form includes the student's name, grade, birthdate, and contact information for the family. All interested families will be required to submit a completed Application Form directly to the Charter School before 3:00 p.m. on the date of the annual enrollment deadline, which will be clearly indicated on the form and in all communications and notices (websites, flyers, etc.). Submitted Application Forms will be date- and time-stamped and student names will be added to an application roster to track receipt. Families who apply after the enrollment deadline will have their applications held in abeyance for a subsequent lottery, if needed.

The open application period also will be advertised through flyers, posters in prominent locations throughout the community, during informational meetings for parents, and announced on the Charter School's website, as detailed in Element G.

Following the open enrollment period, applications will be counted to determine if any grade level has received a number of applications that exceed available seats. If the number of students who have applied for any grade exceed capacity as of the date of the application deadline, the Charter School will hold a public random lottery to determine enrollment for the impacted grade level, with the exception of existing students, who are guaranteed admission in the following school year.

In the event there are fewer Applications submitted than spaces available for a particular grade as of the application deadline, all applicants will be admitted and sent Enrollment Packets; the Charter School will continue to conduct outreach.

B. PUBLIC RANDOM DRAWING PROCEDURES

Policy and Procedures for Public Random Drawing of Potential Students at WSCS

Background:

Education Code 47605(e)(2)(B) states the following:

> If the number of pupils who wish to attend the charter school exceeds the school's capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the school district except as provided for in Section 47614.5. Preferences, including, but not limited to, siblings of pupils admitted or attending the charter school and children of the charter school's teachers, staff, and founders identified in the initial charter, may also be permitted by the chartering authority on an individual charter school basis.

Education Code 47605 means that, should the number of students interested in enrolling in a WSCS school exceed the available open spots, WSCS will hold a public random drawing for the purpose of creating a ranked list of those potential students.

~~Education Code 47605.1 means that, as long as a charter school operates a separate resource center in an adjacent county, the school must maintain its enrollment in such a way that the majority of the enrolled students reside within the county of the charter school's authorizing school district. This contingency will be a guiding factor in determining the enrollment of new students who have already been ranked for enrollment by a public random drawing (lottery).~~

Pursuant to these Education Codes, Western Sierra Charter Schools hereby implements the following policy.

Procedure:

1. Prior to the lottery, people on the Application list will be contacted and will be given information on lottery date, deadline to respond to secured spots, and will also be given a family number for lottery purposes. This number will be used on the website after the lottery so that families can see their placement in a confidential manner. This number and family information will be written on their lottery card which will then be used for lottery drawing.
2. Priority will be given to students in the following order
    1. Child of staff member
    2. Siblings of pupils admitted or attending a WSCS school
    3. Grade level of student
    4. Pupils who reside in the District
    5. All other applicants
2. Each priority group will be drawn as necessary, beginning with letter "a" (See #2 above).
3. Students will then be drawn by family. When we draw a family's number all students in that family will be able to enroll based on the information given when contact was made prior to lottery (except in the case where we have less spaces available than there are students in the

family--in that case we would give that family priority for the next openings as they would fall into category "b" in priority (see above).

4. After the lottery, families would be listed on the Charter School website in the order they were drawn using their assigned number.
5. Families will be responsible to make contact with the Charter School and will have 48 hours to contact the Charter School to accept/deny spots. If the 48 hour time period falls on either a weekend or holiday then the deadline would be within school business hours. Families would know the deadline ahead of time.
6. Contact to accept enrollment can be made by either phone call, email, or filling out a contact form on the website.
7. Lotteries will be held at the Charter School location.
8. As spaces open throughout the year, the Charter School will contact families on the current lottery until the list is exhausted.
9. A lottery list is only valid through the school year it was performed. Families that were not enrolled in the current school year can be entered into the following year's lottery.
10. If new families contact the Charter School after the current lottery drawing, they will be placed on a new list for the next lottery.

The Board may review and revise the admission policy and procedures, including admission preferences, as necessary.

The Board of Directors will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces will be pulled by the Executive Director-designated lottery official, and recorded by a Charter School employee.

The enrollment packet is comprised of the following:

- Completion of a student enrollment form
- Proof of Immunizations
- Home Language Survey
- Completion of Emergency Medical Information Form
- Proof of minimum age requirements
- Application for Free or Reduced-Price Meal
- Parent & Student Handbook
- Release of records [2]

Endeavor Charter School staff will be available to assist families in completing the Enrollment forms. A voluntary orientation meeting will be held throughout the school year to provide parents and students with more information about the Charter School and answer their questions. Attendance is not required. Should a family decline the position, the next family on the list will be contacted until the open position is filled.

Should families not submit their enrollment forms within a clearly designated amount of time, their acceptance shall be forfeited.

[2] The Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

ELEMENT I: ANNUAL, INDEPENDENT FINANCIAL AUDITS

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

I. INDEPENDENT FISCAL AUDITS

Each year, the WSCS Board of Directors will contract with an independent auditor and oversee the completion of an annual, independent financial audit of Endeavor Charter School's financial affairs. The annual audit shall be conducted in compliance with the Education Code Sections 47605(c)(5)(I) and 47605(m). The auditor selected will be certified by the State of California and approved by the State Controller on its published list as an educational audit provider. The audit will verify the accuracy of the Charter School's financial statements, attendance and enrollment accounting practices, internal controls and other key compliance matters.

The audit will employ generally accepted accounting principles, and as required by law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's California K–12 Audit Guide. To the extent required under applicable federal laws for audits of the major federal programs, the audit scope will expand to include items and processes specified in the applicable Office of Management and Budget Circulars.

The scope of the audit will include all elements mandated by the audit guide regulations promulgated by the Education Audit Appeals Panel as applicable to charter schools and any other elements as required by applicable law.

It is anticipated that the annual audit will be completed and forwarded to the FUSD, the County Superintendent of Schools, the State Controller, and the California Department of Education by the 15th of December each year. Upon receipt of any audit exceptions or deficiencies from the independent public accountant, Endeavor Charter School's Executive Director will determine the appropriate corrective action and report the recommendations to the Board of Directors. The corrective action will then be taken in a timely manner and fully implemented prior to the end of the fiscal year following the year under audit. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District, along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of Endeavor Charter School is a public record, to be provided to the public upon request.

ELEMENT J: STUDENT SUSPENSION AND EXPULSION PROCEDURES

"The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:
(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, ~~or the pupil's educational rights holder~~ the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's ~~parent, guardian, or educational rights holder~~ parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).
(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information." Ed. Code § 47605(c)(5)(J).

I. SUSPENSION AND EXPULSION POLICY

Endeavor Charter School believes that students learn best in an environment of clear expectations about behavioral and community norms that allows them to feel safe and nurtured. In order to maintain a positive learning community, Endeavor Charter School has developed a comprehensive set of student

discipline policies which in many respects are consistent with the requirements of Education Code Section 48900 *et seq.* for school districts. As a public charter school, Endeavor Charter School will develop its own specific procedures for student suspension and expulsion.

Policies regarding suspension or expulsion conform to applicable state and federal laws regarding all students, including the Individuals with Disabilities Education Act and its amendments, Section 504 of the Rehabilitation Act, AB 602, and the ADA. Endeavor Charter School's Principal bears primary responsibility for overseeing all student discipline, though the Executive Director also has the authority to suspend students.

The Suspension and Expulsion Policy and Procedures ("Policy") have been established to align in most material respects with Education Code Section 48900 *et seq.,* although Endeavor Charter School is exempt from those and several other statutory provisions applicable to school districts (Ed. Code Section 47610.). Endeavor Charter School will review policies and procedures surrounding suspensions, expulsions, and involuntary removals at least once annually and, as necessary, modify our Policy accordingly. The Policy shall serve as the Charter School's policy and procedures for student suspension, expulsion, and involuntary removals and may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

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

Endeavor Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. The Policy and its procedures will be printed and distributed as part of the Parent and Student Handbook and will clearly describe discipline expectations. The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Principal's office. Endeavor Charter School will terminate a student's enrollment, following involuntary removal procedures, for the following reasons:

1. Non-compliance: If the parent/guardian or student is not fulfilling the requirements of the written agreement.
    - No work samples supplied.
    - Missing scheduled meetings.
    - Students not accomplishing a reasonable amount of work.
    - Attendance Sheet not returned by the due date.

Student/parent will be given reasonable opportunities to correct any non-compliance issues. If the issue is not corrected and continues, a second non-compliance will be given. If the issue still continues, the student will be dismissed prior to receiving a third notice.

2. Plagiarism Policy: if a student is caught cheating, the following disciplinary procedure applies:

    - The student will receive a failing grade on that assignment and further disciplinary action as deemed appropriate.

3. WSCS has a Student Behavioral Expectations Policy that every student and their parent/guardian must agree to and sign.

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

Each incident is addressed individually, though previous activities may be taken into account in order to determine the severity of the discipline assigned. Discipline begins with a meeting between the student and the Principal or his/her designee. Following this meeting, several actions may occur, including but not limited to:

- Warning, both verbal and written
- Loss of privileges (e.g. extra-curricular activities)
- Notices to parents by telephone or letter
- Non-Compliance letter
- Request for parent conference (including teachers, counselors, or administrators)
- Behavior contract
- Suspension
- Expulsion

For students who are truant, tardy, or otherwise absent from assigned school activities, alternatives to suspension or expulsion are attempted first.

II. GROUNDS FOR SUSPENSION AND EXPULSION

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to:

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

A. ENUMERATED OFFENSES

1. Discretionary Suspendable and Expellable Offenses: Students *may* be suspended for any of the following acts when it is determined the pupil:

a) Caused, attempted to cause, or threatened to cause physical injury to another person.
b) Willfully used force or violence upon the person of another, except self-defense.
c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended solely for that disclosure.
d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
e) Committed or attempted to commit robbery or extortion.
f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.
i) Committed an obscene act or engaged in habitual profanity or vulgarity.
j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
~~k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall apply to suspension only, for pupils in any of grades 9 to 12, inclusive.~~

l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
    iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    i. A message, text, sound, video, or image.
    ii. A post on a social network Internet Web site including, but not limited to:
        (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
        (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
        (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
    iii. An act of cyber sexual bullying.
        (a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

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

v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

2. Non-Discretionary Suspendable and Expellable Offenses: Students *must* be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

b) Brandishing a knife at another person.

c) Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, *et seq.*

d) Committed or attempted to commit a sexual assault ~~or committing a sexual battery~~ as defined in ~~Section 48900(n)~~ Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

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

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

The term "firearm" means (A) any weapon which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any

firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

III. SUSPENSION PROCEDURES

As an Independent Study school, Endeavor Charter School does not plan to use in-school suspension. Suspensions shall be initiated according to the following procedures:

A. CONFERENCE

Suspension shall be preceded, if possible, by a conference conducted by the Principal or designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal or designee.

The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

B. NOTICE TO PARENTS/GUARDIANS

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

C. SUSPENSION TIME LIMITS/RECOMMENDATION FOR PLACEMENT/EXPULSION

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. The total number of days for which a student, including students with a 504 Plan, may be suspended from school shall not exceed 20 days. Students with an IEP shall not be suspended for more than 10 school days in any school year.

Upon a recommendation of expulsion by the Principal or designee, the pupil and the pupil's parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Principal or designee upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

D. 4. HOMEWORK ASSIGNMENTS DURING SUSPENSION

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

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

E. SUSPENSION APPEAL

At the time the parent/guardian is informed of the decision to suspend, information is provided about their right to appeal a suspension, along with information about the appeal process. To initiate an appeal, the student or parent or guardian must contact the WSCS Executive Director in writing within three days of the date of the suspension. The Executive Director will gather information from the Principal/designee, student, parent or guardian to determine whether or not the Principal/designee suspended the student properly and followed all applicable procedures. The Executive Director will consider the reasons the family feels the suspension was incorrect or inappropriate, and may contact the family and/or Charter School staff to clarify information. Based on the information submitted or requested, the Executive Director may make one of the following decisions regarding the suspension.

1. Uphold the suspension
2. Uphold the suspension but clear the student's record of the suspension at the end of the semester, if the student has no additional discipline problems at the Charter School.
3. Determine that the suspension was not within the Charter School's guidelines, overturn the suspension, and order that all records and documents regarding the disciplinary proceeding be

destroyed. No information regarding the suspension will be placed in the student's permanent record, or shared with anyone not directly involved in the proceedings.

The Executive Director will mail a copy of the decision to the student and/or parent or guardian within five days of issuing the decision. A copy of the decision is also emailed to the Executive Director. The Executive Director's decision is final.

IV. EXPULSION PROCEDURES

A. AUTHORITY TO EXPEL

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

A student may be expelled by the neutral and impartial Administrative Panel, to be assigned by the Charter School Board of Directors, or by the Charter School Board of Directors, upon an appeal. The Administrative Panel will not include any of the administrators involved in the initial student discipline. The Administrative Panel will consist of up to three members, who are certificated and neither a teacher of the pupil nor a member of the Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel and/or Board of Directors, upon an appeal, may expel a student found to have committed an expellable offense.

As described below, a student and his or her parents may appeal an expulsion decision by the Administrative Panel to the Charter School's Board, which will make the final determination.

B. HEARING PROCEDURES

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. If requested by the student, and unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director determines that the pupil has committed an expellable offense and recommends the student for expulsion.

The Administrative Panel will hold a hearing on the case, and will make a determination whether to expel the pupil. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

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

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

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

C. SPECIAL PROCEDURES FOR EXPULSION HEARINGS INVOLVING SEXUAL ASSAULT OR BATTERY OFFENSES

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

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School will also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the Administrative Panel, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The Administrative Panel may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding entity finds is disrupting the hearing. The Administrative Panel may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School shall present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the Administrative Panel from exercising its discretion to remove a person from the hearing whom it believes is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

D. RECORD OF HEARING

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

E. PRESENTATION OF EVIDENCE

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Executive Director to expel must be supported by substantial evidence that the student committed an expellable offense.

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

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written decision regarding the expulsion. The written findings of fact and decision by the Administrative Panel shall be made within ten (10) school days following the conclusion of the hearing.

The decision of the Administrative Panel is final, unless the student files an appeal of the expulsion decision to the Board of Directors in accordance with the procedures further described below.

If the Administrative Panel decides not to expel, the pupil shall immediately be returned to his/her educational program at the Charter School.

F. WRITTEN NOTICE TO EXPEL

The Executive Director or designee, following a decision of the Administrative Panel to expel, shall send written notice of the Panel's decision to expel, including the Administrative Panel's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the student
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.
3. Notice of any appeal options
4. Information about alternative placement options

The Executive Director or designee shall send a copy of the written notice of the decision to expel to the student's district of residence and the authorizer. This notice shall include the following:

1. The student's name
2. The specific expellable offense committed by the student

G. EXPULSION APPEAL

If a pupil is expelled, the pupil or the pupil's parent or guardian may, within 10 calendar days following the written notice to expel, file a written appeal, requesting the Board reconsider the expulsion determination. The Board of Directors will consider the appeal in closed session at its next regularly scheduled board meeting or as soon as practicable. The Board will consider all information and evidence contained in the record from the expulsion hearing. The Board will inform the parent and student in writing within five (5) days of its decision. The decision of the Board of Directors is final.

1. CLOSED SESSION

The Board shall hear an appeal of an expulsion order in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing, to be held in open session, three (3) school days prior to the date of the scheduled hearing. During closed session, if the Board admits any representative of the pupil or the Charter School, the Board shall, at the same time, admit representatives from the opposing party.

2. EVIDENCE ADMISSIBLE AT HEARING

The Board shall determine the appeal from a pupil expulsion upon the record of the hearing before the Administrative Panel, together with such applicable documentation or regulations as may be ordered. The pupil and parent(s)/guardian(s) of the pupil may attend the appeal hearing and present evidence and documents in support of the pupil's appeal. The pupil and parent/guardian shall be provided reasonable accommodations and language support as necessary. The Board of Directors shall consider the testimony and evidence presented at the hearing.

3. SCOPE OF REVIEW

The review by the Board shall be limited to the following questions:

1. Whether the Administrative Panel acted without or in excess of its jurisdiction.
2. Whether there was a fair hearing before the Administrative Panel.
3. Whether there was a prejudicial abuse of discretion in the hearing.
4. Whether there is relevant and material evidence which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing before the Administrative Panel.

A Board may not recommend reversing the decision of the Administrative Panel to expel a pupil based upon a finding of an abuse of discretion unless the Board also determines that the abuse of discretion was prejudicial.

4. DECISION OF THE BOARD

The decision of the Board shall be limited as follows:

(a) If the Board finds that relevant and material evidence exists which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing before the Administrative Panel, the Board may reconsider the matter and may in addition recommend the pupil reinstated pending the reconsideration.

(b) In all other cases, the Board shall either affirm or reverse the decision of the Administrative Panel. The decision of the Board will be final.

Parent(s)/guardian(s) will be notified of the Board of Directors' decision, in writing, within three (3) school days of the date the appeal hearing was held. In the event that the Board of Directors reverses the expulsion, the pupil shall be immediately reinstated.

H. EXPELLED PUPILS/ALTERNATIVE EDUCATION

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

V. DISCIPLINARY RECORDS

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

VI. SPECIAL PROCEDURES FOR THE CONSIDERATION OF SUSPENSION AND EXPULSION OF STUDENTS WITH DISABILITIES

A. NOTIFICATION OF SELPA

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

B. SERVICES DURING SUSPENSION

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

C. PROCEDURAL SAFEGUARDS/MANIFESTATION DETERMINATION

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

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

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

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

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

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

D. DUE PROCESS APPEALS

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

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise.

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

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

E. SPECIAL CIRCUMSTANCES

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

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

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

F. INTERIM ALTERNATIVE EDUCATIONAL SETTING

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

G. PROCEDURES FOR STUDENTS NOT YET ELIGIBLE FOR SPECIAL EDUCATION SERVICES

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

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

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

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

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

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

ELEMENT K: RETIREMENT SYSTEMS

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

I. CERTIFICATED STAFF

All employees who are eligible shall participate in the State Teachers' Retirement System ("STRS"). Endeavor Charter School will coordinate such participation, as appropriate, with the social security system or other reciprocal systems for eligible employees. Eligible employees as participants in STRS will contribute the required percentage, and Endeavor Charter School will contribute the employer's portion required by STRS. All withholdings from employees and Endeavor Charter School are forwarded to the STRS Fund as required. Employees will accumulate service credit years in the same manner as all other members of STRS. Endeavor Charter School shall forward any required payroll deductions and related

data to the Madera County Superintendent of Schools as required by Education Code Section 47611.3. The Executive Director, working in conjunction with the Charter School's contracted business service provider, shall be responsible for ensuring that the forwarding arrangements occur in a timely, compliant manner.

II. CLASSIFIED STAFF

All classified staff shall participate in federal Social Security and the California Public Employees Retirement System (CalPERS). Endeavor Charter School anticipates offering a 403b plan to all employees and making a contribution to 403b plans of non-STRS eligible employees to supplement Social Security, in an amount determined annually by the WSCS Board of Directors.

III. RESPONSIBLE STAFF MEMBER

The Executive Director, working in conjunction with the Charter School's contracted business services and payroll provider(s), shall be responsible for ensuring that appropriate arrangements for the aforementioned coverage will be made, and that all required reports to the District, Fresno County Superintendent of Schools and others are submitted in a timely and accurate fashion.

ELEMENT L: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

"The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools." Ed. Code § 47605(c)(5)(L).

No student shall be required to attend the Charter School. Students who reside within the District who opt not to attend Endeavor Charter School may attend school within the District according to District policy or at another school district or school within the District through the District's intra- or inter-district transfer policies.

The parent or guardian of each pupil enrolled in the Charter School shall be informed on admissions forms that the pupil has no right to admission in a particular school of any local education agency (or program of any local education agency) as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

ELEMENT M: EMPLOYEE RETURN RIGHTS

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

No public school district employee shall be required to work at the Charter School. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

ELEMENT N: DISPUTE RESOLUTION

"The procedures to be followed by the charter school and chartering authority to resolve disputes relating to provisions of the charter." Ed. Code § 47605(c)(5)(N).

The Charter School recognizes that it cannot bind the District to a dispute resolution procedure to which the District does not agree. Participation in any dispute resolution procedure is entirely voluntary for the District to the extent the District is carrying out its oversight responsibilities, up to and including revocation of the charter petition. The following policy is intended as a starting point for a discussion of dispute resolution procedures. The Charter School is willing to consider changes to the process outlined below as suggested by the District.

I. DISPUTES BETWEEN THE CHARTER SCHOOL AND THE DISTRICT:

The Charter School and the District will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures. The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.

In the event of a dispute between the District and the Charter School, the District and Charter School staff, employees, and Board members shall follow the procedures set forth below:

1) Any dispute shall be made in writing ("Written Notification"). The Written Notification must identify the nature of the dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, by electronic mail or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM, or otherwise on the business day following personal delivery; (b) if by facsimile or electronic mail, upon electronic confirmation of receipt if delivered by 5:00 PM, or otherwise on the business day following transmission; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All Written Notifications and other notices shall be addressed as follows:

To Charter School:

Executive Director
Western Sierra Charter Schools
41267 Highway 41
Oakhurst, CA 93644

To District:

Superintendent
Fresno Unified School District
2309 Tulare St.
Fresno, CA 93721

2) A written response ("Written Response") shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice ("Issue Conference"). The Issue

Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party. The Written Response may be tendered to the other party by personal delivery, by facsimile, by electronic mail or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM, or otherwise on the business day following personal delivery; (b) if by facsimile or electronic mail, upon electronic confirmation of receipt if delivered by 5:00 PM, or otherwise on the business day following transmission; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

3) If the dispute cannot be resolved by mutual agreement at the Issue Conference, the District Superintendent and the WSCS Executive Director, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and the Executive Director, or their respective designees. Each party shall bear its own attorneys' fees, costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party's request for mediation following the Issue Conference.

4) If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and the Charter School.

Nothing in this Charter restricts the District's ability to initiate revocation proceedings in accordance with Education Code Section 47607 and Title 5, California Code of Regulations Sections 11968.5.2 and 11968.5.3.

II. INTERNAL DISPUTES:

The Charter School shall have an internal dispute resolution process to be used for all internal disputes related to the Charter School's operations. Endeavor Charter School will also adopt and maintain a Uniform Complaint Policy and Procedures and Title IX complaint procedures as required by state and federal law, respectively. Parents, students, Board members, volunteers, and staff at the Charter School shall be provided with a copy of the Charter School's policies and internal dispute resolution process. The District shall promptly refer all disputes not related to a possible violation of the charter or law to the Charter School. The District, as part of its oversight responsibilities, should be notified of any concerns and/or complaints that provide reasonable cause to believe that a violation of the charter petition or related laws or agreements has occurred. In such situations, the District may intervene to assist in resolution of the complaint.

ELEMENT O: CLOSURE PROCEDURES

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

The following procedures shall constitute the "Closure Protocol" and shall apply in the event Endeavor Charter School ceases to be a charter school or otherwise closes for any reason:

Any decision to close Endeavor Charter School as a charter school operating pursuant to this Charter shall be documented by official action of the WSCS Board of Directors ("Closure Action"), and will identify the person or entity responsible for all closure-related activities and actions and the reason for closure. In the event of a Closure Action, the following steps shall be implemented, which follow the procedures and requirements set forth in Education Code Section 47605(c)(5)(O) and Title 5, California Code of Regulations, Sections 11962 and 11962.1.

The Charter School will promptly notify parents and students of the Charter School, the District, the Fresno County Superintendent of Schools, the California Department of Education, the Charter School's SELPA, and the retirement systems in which Endeavor Charter School's employees participate (e.g., PERS, STRS, and federal social security), of the closure as well as the effective date of the closure.

Endeavor Charter School will ensure that the notification to the parents and students provides information to assist parents and students in locating suitable alternative programs. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and completed coursework.

Endeavor Charter School will provide parents, students and the receiving school districts with copies of all appropriate student records and will otherwise assist students in transferring to other schools. All transfer of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g. Endeavor Charter School will ask the District to store as necessary original records of Charter School students. All student records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

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

As soon as is reasonably practical, Endeavor Charter School will prepare final financial records. Endeavor Charter School will also have an independent audit (which may also serve as the annual audit) completed by a qualified Certified Public Accountant selected by the Charter School as soon as is reasonably practical, but in no case later than six months after closure. The audit must include at least the following (i) All information required of in an annual audit; (ii) An accounting of all assets, including cash and accounts receivable and an inventory of property, equipment and supplies; (iii) An accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other

investigations, loans and unpaid staff compensation; (iv) An assessment of the disposition of any restricted funds received by or due to Endeavor Charter School, and (v) A delineation of the disposition of all assets and liabilities. The completed audit will be promptly provided to the District. Endeavor Charter School understands and acknowledges that Endeavor Charter School will cover the outstanding debts or liabilities of Endeavor Charter School. Any unused special education related funds will be returned to the District or SELPA, as appropriate, and other categorical funds will be returned to the source of funds as required by applicable law.

For a minimum of six calendar months from the later of the Closure Action or effective date of the closure, whichever comes first, sufficient staff as may be allowed by the budget and remaining assets will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the Charter School and student transfers.

The Endeavor Charter School governing body shall adopt a plan for wind-up of the Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

In addition to the final audit, Endeavor Charter School shall also complete and file any required annual reports to the California Department of Education, the County Superintendent of Schools, and the District, pursuant to Education Code Section 47604.33.

Endeavor Charter School may use, but is not limited to, reserves normally maintained for contingencies and emergencies to fund closure proceedings.

This Closure Protocol shall survive the revocation, expiration, termination, cancellation of this Charter or any other act or event that would end Endeavor Charter School's right to operate as a charter school pursuant to this Charter or cause Endeavor Charter School to cease operation.

Upon the winding up and dissolution of the corporation if applicable, after paying or adequately providing for the debts and obligations of the corporation (including any obligations requiring the return of grant funds on the dissolution of the corporation), any capital assets, including facilities or property, purchased in whole or part with public funds shall be distributed in accordance with the articles of incorporation and bylaws to either (i) such organization organized and operated exclusively for educational purposes which has established its tax exempt status under § 501(c)(3) of the Internal Revenue Code of 1986, as amended, (or the corresponding provision of any future United States Internal Revenue Law), or (ii) a state or political subdivision of a state of the United States to be used exclusively for public purposes.

Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

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

As specified by the Budget in Appendix 12, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

ADDITIONAL PROVISIONS

I. FINANCIAL PLANNING, REPORTING, AND ACCOUNTABILITY

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

Attached, as Appendix 12, please find the following documents:

- A projected first year budget including startup costs
- Budget assumptions
- Financial projections and cash flow for the first five years of operation

These documents are based upon the best data available to the Petitioners at this time.

The Charter School shall provide reports to the District and County Superintendent of Schools as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the District:

- By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(h) will satisfy this requirement.
- By July 1, a LCAP and an annual update to the LCAP required pursuant to Education Code Section 47606.5.
- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District**,** State Controller, California Department of Education and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year. The report submitted to the authorizer shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School shall provide reporting to the District as required by law and as requested by the District including, but not limited to, the following: California Basic Educational Data System ("CBEDS"), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the School Accountability Report Card ("SARC"), and the LCAP.

The Charter School agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District.

II. IMPACT STATEMENT/FACILITIES

"The facilities to be utilized by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate." Ed. Code § 47605(h).

Endeavor Charter School will operate from ~~a facility~~ facilities within FUSD's geographic boundaries. **The primary facility is located at 777 and 723 West Shaw, Fresno CA 93704.** It will ~~occupy~~ occupies and utilizes six (6) classrooms, nineteen (19) office spaces, one (1) Library, a reception area, outdoor area and six (6) restrooms.

The Charter School proposes to operate an additional facility located at 50 E. Santa Ana Ave, Fresno, CA 93704. The additional site is 0.6 miles from the West Shaw location and within District boundaries.

See Appendix 13 for further detail.

III. SPECIAL EDUCATION LOCAL PLAN AREA

(Please see the section titled Students with Disabilities found in Element A for a more complete description of the Endeavor Charter Schools Special Education program.)

Endeavor Charter School intends to be its own Local Education Agency ("LEA") for the purposes of providing Special Education services, and plans to join the Fresno County Charter Special Education Local Plan Area ("SELPA") in conformity with Education Code Section 47641(a). The potential for membership with the Fresno County Charter SELPA is being worked out at this time. The Charter School intends to provide cost-effective and consistent special education services. Endeavor Charter School recognizes that the process of providing Special Education services involves approval by the State Board of Education as a LEA and also acceptance as a member into a SELPA. Endeavor Charter School has already been working with the Fresno County Charter SELPA to prepare for application during the next application period.

In the event Endeavor Charter School does not receive approval into any SELPA prior to opening, Endeavor Charter School reserves its right to operate as a public school of the District for special education purposes, in accordance with Education Code Section 47641(b). In such a scenario, all special education funding, costs and services will be delineated within a Memorandum of Understanding with the District.

As its own LEA and member of a SELPA, Endeavor Charter School pledges to work in cooperation with all local and state agencies to ensure that a free and appropriate education is provided to all students with exceptional needs. Endeavor Charter School will comply with all regulatory special education requirements of the Individuals with Disabilities Education Improvement Act of 2004, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the U.S. Department of Education Office for Civil Rights. Furthermore, Endeavor Charter School will comply with all provisions of AB 602, applicable SELPA guidelines, and additional federal and state laws that apply to Endeavor Charter School pertaining to special education students.

IV. ADMINISTRATIVE SERVICES

"The manner in which administrative services of the charter school are to be provided." Ed. Code § 47605(h).

The Charter School will provide or procure most of its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor.

The Charter School intends to contract with Madera County Office of Education as a business services provider for back-office support with payroll, budgeting, and financial reporting compliance.

At any time the Charter School may discuss the possibility of purchasing administrative services from the District. If the District is interested, the specific terms and cost for these services will be the subject of a memorandum of understanding between the Charter School and the District and subject to District availability and willingness to provide such services.

V. INSURANCE

The Charter School shall acquire and finance general liability, workers' compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts will be based on recommendations provided by the District and the Charter School's insurer. Prior to opening, the Charter School will provide evidence of the above insurance coverage to the authorizer.

VI. POTENTIAL CIVIL LIABILITY EFFECTS

Potential civil liability effects, if any, upon the charter school and upon the school district. Ed. Code § 47605(h)

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

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

Further, the Charter School intends to enter into a memorandum of understanding with the District, wherein the Charter School shall indemnify the District for the actions of the Charter School under this charter.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the District and the Charter School's insurance company for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Appendices

Appendix 1. Leadership and Board Bios

Executive Director – Michael Cox

Professional Background and Experience:

30 years of educational service and leadership in all aspects of school operations
23 years of school site administrative leadership
16 years as Principal and Executive Director of Mountain Home School Charter and Glacier High School
Founded Glacier High School Charter in 2002
Founded Western Sierra Charter Schools as non-profit corporation in 2008

Education:

B.S. in History Education, San Diego Christian College
M.A. in Education Administration, Azusa Pacific University

Professional Certifications:

Single Subject Teaching Credential Clear – History/ Social Science
Multiple Subject Teaching Credential Clear
Administrative Services Credential Clear

Other Relevant Qualifications:

Graduate of the Charter School Business Officer Training Program offered through the Charter Schools Development Center (CSDC).
Consistent record of leading demonstrable organizational and academic improvement in a variety of school settings

Length of service with Western Sierra Charter Schools:

Mr. Cox has served as the Executive Director of Western Sierra Charter Schools since its founding in 2008

Chief Business Officer – Jody Jeffers

Professional Background and Experience:

More than 30 years of accounting experience with 27 years in management and 13 years as a senior fiscal officer in the public sector. This also included human resources responsibilities such as employee insurance programs, retirement, and other benefit programs.

Education:

B.A. in Political Science (Public Administration emphasis), California State University, Fullerton

Professional Certifications:

Certified Government Financial Manager (CGFM Certificate #15548) awarded by the Association of Government Accountants (AGA).

Other Relevant Qualifications:

Graduate of the Charter School Business Officer Training Program offered through the Charter Schools Development Center (CSDC).
Successfully managed dozens of federal and state grant programs while receiving clean audit reports and achieving grant objectives.

Length of service with Western Sierra Charter Schools:

Mr. Jeffers joined Western Sierra Charters Schools in May of 2015.

Co-Principal of Mountain Home / Glacier High - Fresno Resource Center – Nancy Garcia

Professional Background and Experience:

Nancy has over 15 years of experience in Education. She has worked as a Public School Teacher (Fresno Unified School District), Charter School Teacher (School of Unlimited Learning, Edison Bethune Elementary Teacher & Glacier High School Charter) and as an Administrator for Western Sierra Charter Schools in both their Glacier High School Charter and Mountain Home School Charter programs.

Education:

B.A. in Liberal Studies, California State University, Fresno
Multiple Subject Teaching Credential with BCLAD (Spanish), California State University, Fresno
Single Subject Teaching Credential in Spanish, California State University, Fresno

Other Relevant Qualifications:

WASC Coordinator
Section 504 Plan Coordinator (K-12)
Glacier High School Leadership Program Coordinator
WSCS Leadership Team

Length of service with Western Sierra Charter Schools:

Mrs. Garcia has been with WSCS since 2008.

Co-Principal of Mountain Home / Glacier High - Fresno Resource Center – Eric Hagen

Professional Background and Experience:

Eric has over 20 years of experience in Education. He has worked as an Outdoor Education instructor, Road Scholars instructor, Public School Teacher (Yosemite Unified School District, Bass Lake Unified School District), Charter School Teacher (Mountain Home School & Glacier High School Charter), Technology Coordinator. Eric has worked as an Administrator for Western Sierra Charter Schools in both their Glacier High School Charter and Mountain Home School Charter programs for 6 years.

Education:

Studied Computer Science, Music, and Recording Engineering, Chico State University, Chico
B.A. in Interdisciplinary Studies , National University, Fresno
Multiple Subject Teaching Credential with CLAD, National University, Fresno

Other Relevant Qualifications:

Technology Administrator with 20 years of Educational Technology, website, and network experience
Underwater Robotics and Engineering Instructor for 10 years
Student Study Team Coordinator
504 coordinator
California Charter School Association - 99 Accelerator (Charter Leadership training) cadre member
Board Member of Sierra Vista Presbyterian Church for six years

Length of service with Western Sierra Charter Schools:

Mr. Hagen has been with WSCS since 2008.

WSCS Board Member – Tamara Dent

Parent Representative

Relevant Professional Background and Experience

- Six years as a parent of a student enrolled in a student-centered, personalized learning charter.
- 25 years of experience teaching music and theater education in public, and private, schools at the college, high school, elementary, and Pre-K levels.
- 28 years of experience as a professional musician, actor, and vocal coach in the United States and abroad.

Education

- BFA, Music and Theater, College of Santa Fe
- Teacher Training and Apprenticeship, The Linklater Center for Voice and Language

Employment

- Owner/ Operator, The Tamara Dent Studio of Music

Board Member – Brian Fulce
Parent Representative

Professional Background and Experience:

- 25 years of professional civil engineering experience
- Civil Engineering Design, Program Management and Project Management
- Founded Fulce Engineering in 2018.

Education:

- B.S. in Civil Engineering, University of California, Davis, 1994

Professional Certifications:

- Professional Engineer, California C57270

Other Relevant Qualifications:

- Board Member, Western Sierra Charter Schools – 2017 to Present
- Parent of Mountain Home and Glacier High Students – 2012 to Present

Length of Service with Western Sierra Charter Schools:

- Mr. Fulce has served as Board Member of Western Sierra Charter Schools from 2017 to Present and Board Treasurer from 2018 - Present

Teacher of Mountain Home School Charter and Board member of WSCS - Margaret Den Hartog
Elementary teacher with 25 years of experience in the field of education. Recognized ability to provide all TK-8 students with an education that is unique and appropriate to their learning needs and styles. Proven ability to generate successful educational outcomes for students in both traditional and alternative settings.

PROFESSIONAL EXPERIENCE
MOUNTAIN HOME SCHOOL Fresno, CA
Charter Teacher Aug 2015 - Present

- Designed, guided, and monitored personalized learning plans and curriculum to address the learning needs and styles of individual students
- Evaluated student performance through formative and summative assessments for the purpose of guiding instruction and increasing student learning outcomes
- Taught integrated enrichment classes in the areas of science and language arts (K and 1st grades) and history, language arts, and technology (4th and 5th grades)
- Implemented technology-based project-based learning (PBL) strategies with CA History class
- Served in the capacity of program lead teacher
- Planned and coordinated school-wide benchmark and CAASPP testing events

- Collaborated with colleagues to create digital newsletters for monthly school-wide distribution
- Developed and implemented parent training workshops in the area of 4-Square Writing techniques for 2nd, 3rd, 4th, 5th, and 6th grades
- Designed and led the implementation of the first school kindergarten graduation ceremony
- Mentored and trained newly hired teachers

CENTRAL VALLEY HOME SCHOOL Kingsburg, CA
Master Teacher Oct 2002 – June 2015

- Successfully provided educational support and guidance for students under my direction
- Designed personalized learning plans using the School Pathways ReportWriter application
- Developed and taught integrated learning classes in the areas of science and language arts for grades K-6
- Established, designed, and created a school newsletter, produced monthly for eight years

CARUTHERS ELEMENTARY SCHOOL Caruthers, CA
Elementary Teacher Aug 1986 – June 1995

- Taught self-contained classrooms for 2nd, 3rd, and 4th grades averaging 30 students per class
- Taught a bilingual 2nd grade class for three years
- Created and implemented innovative and engaging lesson plans using thematic instruction and whole language approaches, increasing student enthusiasm and inspiring motivation to learn
- Mentored and supervised a student teacher from CSU Fresno for final student teaching

EDUCATION AND CERTIFICATIONS

American College of Education Dec 2017
Master of Education in Educational Technology
Language Development Specialist Aug 1992
LDS Certificate
California State University, Fresno May 1986
Bachelor of Arts, Liberal Studies, Multiple Subjects Credential

Board Member- Jacqueline Pucheu
Parent Representative

Professional Background and Experience:
Somach Simmons & Dunn, A Professional Corporation— Law Clerk, Associate Attorney, Shareholder (2002-2011, Sacramento and Fresno, CA)
Pucheu Law, A Professional Corporation— Founding Shareholder (2011-2013, Fresno, CA)

Education:
California Polytechnic State University, San Luis Obispo, B.S. Business, Marketing and Minor in English, 2000
University of California, Davis, J.D., 2003
California Agricultural Leadership Program, Fellow 2006

Length of service with Western Sierra Charter Schools:
Parent Homeschool teacher, Mountain Home School Charter (2016-present)

Board Member, Western Sierra Charter Schools (Fall 2018-present)

WSCS Board Member/ Authorizing District Representative – Monika Moulin

Professional Background and Experience:

Member of the Yosemite Unified School District Board of Trustees in Oakhurst, California, who combines a wealth of experience in communications and marketing with a passion for providing meaningful educational experiences for students that will prepare them for higher education, work and life.

Has taught for more than a decade the prestigious Masters in Governance professional training program offered by the California School Boards Association

In 2017, Moulin was named as one of a select group of education leaders statewide to be part of the California Collaborative for Excellence in Education's Content Library Review Team, an initiative designed to oversee development of a digital resource for school districts' use in their planning processes related to the state's funding system known as the Local Control Funding Formula (LCFF).

Education:

Trained in music at Southern Methodist University and the University of Texas and at the American Institute of Musical Studies in Freiburg, Germany.

Other Relevant Qualifications:

Served as Honorary Mayor of Oakhurst

Was active on the committee that helped unify the former Coarsegold and Yosemite School Districts in 2005

Serves as First Vice President of the Sierra Historic Sites Association

WSCS Board Member/Advising Teacher at Mountain Home School Charter- Joyce Vind

Professional Experience:

- 34 years of classroom and home school education
- 12 years as a classroom teacher Grades 1-4, & 2 years as both a classroom teacher and Interim Vice Principal - Pleasanton Unified School District, Pleasanton, Ca.
- 2 years P.E./Science teacher Grades 4-8 - Yosemite Unified School District, Oakhurst, Ca.
- 14 years as a parent homeschool teacher, Mountain Home School Charter, Oakhurst, Ca.
- 1 year as a Special Education Resource Teacher- Raymond-Knowles Elementary School District
- 4 years as an Advising Teacher to homeschool families, Mountain Home School Charter, Oakhurst, Ca.

Education:

- B.A in Social Science ○ Westmont College, Santa Barbara, Ca. Professional Certification:
- California Multiple Subject Teaching Credential Clear ○ Fresno State University, Fresno, Ca.

Other Relevant Qualifications:

- Served on School Site Councils and Technology/Math Curriculum Committees
- Experience with managing school wide discipline and was appointed a Master Teacher with California State University, Hayward
- 18 years of experience providing Personalized Learning in home school instruction

Appendix 2. Curriculum used for grades TK-8th

CURRICULUM TABLE FOR GRADES TK-8TH

(updated 10/17/19)

Subject	Name of Curriculum	Publisher	Year Published	Grade Levels
Phonics/Beginning Reading	Saxon Phonics	Saxon Publishers Inc.	1998	TK-2
Phonics/Beginning Reading	Sing, Spell, Read, & Write	Pearson Education Inc.	1998	TK-2
Phonics/Beginning Reading	MCP Phonics & Word Study	Pearson Education Inc.	2011	TK-6
Phonics/Beginning Reading	Phonics Pathways/Pyramid Reading	Jossey-Bass	2011	TK-6
Phonics/Beginning Reading	Explode the Code	School Speciality Inc.	2005	TK-4
Phonics/Beginning Reading	Primary Phonics	Barbara W. Makar & Sons Inc.	2008	TK-2
Phonics/Beginning Reading	Evan Moor Daily Phonics	Evan Moor Corporation	2012	1-6
Phonics/Beginning Reading	Beyond the Code	Educators Publishing Service	2001	K-4
Phonics/Beginning Reading	Teach Your Child to Read in 100 Easy Lessons	Touchstone/ Siegfried Engelmann	1983	TK-2
Phonics/Beginning Reading	All About Reading	All About Learning Press Inc.	2016	TK-2
Phonics/Beginning Reading	Lexia Learning	Rosetta Stone Company	2018	TK-5+
Reading	Journeys ELA Program	Houghton Mifflin Harcourt	2017	1-5

		Publishing Company		
Reading	Collections ELA Program	Houghton Mifflin Harcourt Publishing Company	2017	6-8
Reading	Junior Great Books	Great Books Foundation	2015	1-5
Reading Supplements	Novel Units	Novel Units Incorporated	2010	1-12
Reading Supplements	Daybook of Critical Reading and Writing	Great Source Education Group	2007	2-8
Reading Supplements	Five in a Row	Jane Claire Lambert	1997	TK-3
Reading Supplements	Bob Books	Scholastic Inc.	2010	TK-1
Reading Supplements	Triumph Common Core Coach Language Arts	Triumph Learning LLC	2014	1-8
Vocabulary	English From the Roots Up	Joegil K Lundquist	1989	2-8
Vocabulary	Vocabulary for Achievement	Great Source Education Group Inc.	2001	3-8
Vocabulary	Wordly Wise 3000	Educators Publishing Service	2012	K-8
Vocabulary	Word Roots	The Critical Thinking Company	2015	2-12
Grammar	Daily Grams	Easy Grammar Systems Inc.	2002	2-8

Grammar	Easy Grammar	Easy Grammar Systems Inc.	2006	3-8
Grammar	Fix it Grammar	Pamela White	2014	K-8
Grammar	First Language Lessons (for the Well-Trained Mind)	Peace Hill Press	2010	1-4
Grammar	Grammar for Writing	William H Sadlier Inc.	2014	6-8
Writing	Write One	DC Health and Company	1996	1
Writing	Write Away	DC Health and Company	1996	2
Writing	Write on Track	DC Health and Company	1996	3
Writing	Writer's Express	DC Health and Company	1996	4-5
Writing	Write Source	Houghton Mifflin Harcourt Publishing Company	2012	6-8
Writing	Strategies for Writers	Zaner Bloser Inc.	2013	TK-8
Writing	Just Write (EPS)	School Specialty Inc.	2001	TK-4+
Writing	Writing Skills	Educators Publishing Service	2004	2-8
Writing	Writing Workshop	William H Sadlier Inc.	2009	6-8
Writing	Writing Strands	Dave Marks	2013	1-8
Writing	Institutes for Excellence in Writing	Institute for Excellence in Writing, LLC	2018	3-8

Spelling	Spelling Power	Beverly L Adams-Gordon	2014	2-12
Spelling	Spelling Workout (MCP)	Pearson Education Inc.	2002	1-8
Spelling	Spelling (Steck-Vaughn)	Steck Vaughn Company	2002	1-6
Spelling	All About Spelling	All About Learning Press Inc.	2014	1-8
Penmanship	Daily Handwriting Practice	Evan Moor Educational Publishers	2000	1-8
Penmanship	D'Nealian Handwriting	Pearson Education Inc.	2008	TK-6
Penmanship	Handwriting (Zaner-Bloser)	Zaner Bloser Inc.	2012	TK-8
Penmanship	Italic	Barbara M Getty & Inga S Duvay	2012	TK-6
Penmanship	Handwriting Without Tears	Handwriting Without Tears	2013	TK-5
Math	Math in Focus	Marshall Cavendish Education PTE LTD	2014	TK-8
Math	Prentice Hall Pre-Algebra & Algebra Program	Prentice Hall Inc.	2001	7-8
Math	Teaching Textbooks	Teaching Textbooks Inc.	2007	3-High School
Math	Math U See	Demma Learning	2012	TK-8
Math	Saxon Math Program	Saxon Publishers Inc.	2005	TK-8

Math	Keys to Math Series	Key Curriculum Project Inc.	1990	3-8
Math	Triumph Common Core Coach Math	Triumph Learning LLC	2013	1-8
Math	Life of Fred	Polka Dot Publishing	2015	TK-8
Math	Holt McDougal Mathematics	Houghton Mifflin Harcourt Publishing Company	2012	6-8
Science	Elevate Science	Pearson	2019	TK-8
Science	Great Science Adventures	Common Sense Press	2001	TK-8
Science	Focus on Elementary Science	Gravitas Publications Inc.	2014	TK-4
Science	Focus on Middle School Science	Gravitas Publications Inc.	2013	5-8
Science	Science Daybook	Great Source Education Group	2003	4-8
Science	Evan Moor ScienceWorks for Kids	Evan-Moor	1998	TK-6+
Social Studies	Impact California Social Studies	McGraz Hill Education	2019	TK-8
Social Studies	A History of Us	Oxford University Press	2003	4-8
Social Studies	Story of the World	Peace Hill Press	2007	1-6
Social Studies	Understanding the U.S. Constitution	Mark Twain Media Inc.	1994	8
Social Studies	Evan Moor History Pockets	Evan Moor Corporation	2008	1-6

Foreign Language	Rosetta Stone	Rosetta Stone	2018	5-12
Foreign Language	Song School Latin	Classical Academic Press	2008	1-3
Foreign Language	Signing Naturally	DawnSignPress	2008	5-8
Foreign Language	Signs For Me	DawnSignPress	1990	TK-4
Resource Materials	Susan Barton's Reading & Spelling System	Bright Solutions for Dyslexia Inc.	2000	2-12
Resource Materials	Dianne Craft	Dianne Craft	2013	2-8
Resource Materials	SRA Reading Laboratory	McGraw Hill Education	2005	TK-12
Resource Materials	Read Naturally	Read Naturally Inc.	2018	TK-12
Resource Materials	Keys to Excellence Comprehension Series (Steck Vaughn)	Steck-Vaughn Co.	1997	2-8
Resource Materials	Reading Comprehension Series	Steck-Vaughn Co.	1997	1-6
Resource Materials	Language Exercises (Steck-Vaughn)	Steck-Vaughn Co.	2004	1-8
Resource Materials	Times Tables the Fun Way	City Creek Inc.	1999	3-8
Resource Materials	Touch Math	Innovative Learning Concepts Inc.	2013	TK-8
Resource Materials	Saxon Math Adaptations	Saxon Publishers	2006	KT-8
Resource Materials	Mastering Computational Skills (Scott Foresman)	Scott Foresman & Co.	1984	1-8

Resource Materials	Spectrum Math Series	McGraw Hill	2015	TK-8
Resource Materials	Reading About Science	Phoenix Learning Resources	2001	2-6
Resource Materials	Wonders of Science (Steck Vaughn)	Steck Vaughn	2004	7-12
Resource Materials	Steck Vaughn Social Studies	Steck Vaughn	2014	1-6
Resource Materials	Maps, Globes, & Graphs	Harcourt Achieve Inc.	2004	1-6
Resource Materials	World Geography & You	Steck Vaughn	1998	6-12
Resource Materials	World History & You	Steck Vaughn	1997	6-12

Appendix 3. Curriculum used for grades 9-12th

9th-12th Grade Courses and Curriculum *a-g approved	
Subject: ENGLISH	
Course Title	***Curriculum/Publisher***
*English 9	Introduction to Literature & Composition: The Hero's Journey, Oak Meadow 2014 Novels: • A Wizard of Earthsea by Ursula K. Le Guin • Animal Farm by George Orwell • Our Town by Thornton Wilde • To Kill a Mockingbird by Harper Lee
Basic English Grammar	Basic English Grammar -AGS 2003
Basic English Composition	Composition AGS 2003
*English 10	Lit & Composition II, Oak Meadow 2009 Novels: • Anthem by Ayn Rand • A Separate Peace by John Knowles • The Adventures of Huckleberry Finn by Mark Twain
*English 11	American Literature, Oak Meadow 2010 Novels: • The Great Gatsby by F. Scott Fitzgerald • The Red Badge of Courage by Stephen Crane • To Be a Slave by Julius Lester
*English 12	World Literature, Oak Meadow 2010 Novels: • The Ramayana by R.K. Narayan • The Metamorphosis by Franz Kafta • Don Quixote by Miguel de Cervantes • A Doll's House by Henrik Ibsen
*Composition 1	Prentice Hall Writing Coach 9 & 10, Pearson Education 2012
*Composition 2	Conversations in American Literature, Bedford/St. Martins 2015

Subject: MATHEMATICS	
*Integrated Math 1	Integrated Math 1, Houghton Mifflin Harcourt 2015
*Integrated Math 2	Integrated Math 2, Houghton Mifflin Harcourt 2015
*Integrated Math 3	Integrated Math 3, Houghton Mifflin Harcourt 2015
*Algebra 1	Algebra 1, Holt 2008
*Algebra 2	Algebra 2, Holt 2008
Algebra 1	Algebra 1 Teaching Textbooks, 2011 Algebra 1, Holt, Rinehart and Winston 2008
Geometry	Geometry Teaching Textbooks, 2011 Geometry Holt, Rinehart and Winston 2008
Algebra 2	Algebra 2, Teaching Textbooks, 2011 Algebra 2, Holt, Rinehart and Winston 2008
*Precalculus	Precalculus with Limits , Houghton Mifflin 2008
Precalculus	Pre-Calculus, Teaching Textbooks, 2011
Business Math	Mathematics with Business Applications, McGraw Hill 2007
Subject: SCIENCE	
*Biology w/Lab	Biology, Pearson 2020 (to replace: Biology, Holt 2004)
Life Science	Biology AGS 2004
Earth Science	Earth Science Prentice Hall/Pearson 2006
*Chemistry w/Lab	Chemistry, Pearson 2017 (Wilbraham, Staley, Matta, Waterman)
Physical Science	Physical Science, Pearson 2012
Health	Health Making Life Choices, McGraw Hill 2008 Human Anatomy Coloring Book Dover Publications 2014 In Defense of Food, Penguin Brook 2008 Spark: The Revolutionary New Science of Exercise and the Brain, Little Brown and Company 2008
Subject: SOCIAL SCIENCES	
*World History	World History, Glencoe 2005

World History	World History, AGS 2001
*U.S. History	The American Vision, Glencoe 2010
U.S. History	United States History, AGS 2005
American Government	United States Government: Democracy in Action, McGraw Hill 2003 American Government, AGS 2005
Environmental Science	Environmental Science, Holt, Rinehart and Winston 2008
Economics	Pearson Foundation Series Economics, Pearson 2010 Economics, Pearson 2010
Subject: VISION & PERFORMING ARTS	
*Integrated Drawing	The New Drawing on the Right Side of the Brain, Penguin Putnam 1999 Integrated Drawing, Oak Meadow, 2012
Art History	The Story of Art, Phaidon Press 1995 The Art of Seeing, Pearson 2007
Studio Art	Art Talk, McGraw Hill 2005 Silk painting for fashion and fine arts by Susan Moyer The complete book of silk painting by Diane Tuckman Silk painting by Jill Kennedy Silk painting instructions and supplies - Dharma Trading. com
Theatre Arts/Drama	Scripts/Sketches - curriculum varies.
Art 1,2 and 3 *	The New Drawing on the Right Side of the Brain, Penguin Putnam 1999 Integrated Drawing, Oak Meadow, 2012
Subject: Health	
Health	Health Making Life Choices, McGraw Hill 2008 Human Anatomy Coloring Book Dover Publications 2014 In Defense of Food, Penguin Brook 2008 Spark: The Revolutionary New Science of Exercise and the Brain , Little Brown and Company 2008
Subject: Foreign Language- SEE ONLINE COURSE SECTION	

Spanish & French Support	Foreign Language Support- Culture & Conversations- curriculum varies
Subject: Electives	
Photography	Introduction To Photography, Oak Meadow 2015
Psychology	Psychology Oak Meadow, 2005 1984 Novel by George Orwell
Graphic Design	Adobe Suite (i.e. Adobe Illustrator Photo Shop) & Other Supplemental Resources (HOW Design Magazine, Communication Arts Magazine)
CTE Technology	IT Fundamentals, COMP TIA 2018 Code.org Curriculum
Language Cafe	*Rosetta Stone French: Beginning and Intermediate (Foundations) Level 1 *Rosetta Stone French: Beginning and Intermediate (Foundations) Level 2 www.francaiseauthentique.com .newsinslowfrench.com - www.europe.TV5monda.com
ROV (Underwater Robotics)	Underwater Robotics- Science, Design & Fabrication, MATE Center 2010
Personal Finance*	Foundations in Personal Finance- High School Edition, Example Product Manufacturer 2014
Edgenuity Online Courses	
History/Social Science ("a") *Modern World History *Principles of American Democracy *U.S. History and Geography *World History/Cultures/ Historical Geography	
English ("b") *American Literature *AP English Language and Composition *AP English Literature & Composition *British Literature *Expository Reading and Writing (English) *English Language Arts 9 *English Language Arts 10 (& Honors) *English Language Arts 11 (& Honors) *English Language Arts 12 (& Honors)	

Mathematics ("c")
*Algebra 1
*Algebra II
*AP Calculus AB
*Concepts in Probability and Statistics
*Geometry
*Mathematical Analysis Honors
*Mathematics I
*Mathematics II
*Mathematics III
*Pre-Calculus
*Trigonometry

Laboratory Science ("d")
*AP Environmental Science
*Biology Honors w/Labs
*Biology w/Labs
*Chemistry Honors w/Labs
*Chemistry in the Earth System w/Labs
*Chemistry w/Labs
*Physics Honors w/Labs
*Physics in the Universe w/Labs
*Physics w/Labs
*The Living Earth w/Labs

Language Other than English ("e")
* AP French Language and Culture
* AP Spanish Language and Culture
*French I
*French II
* French III
*German I
*German II
*German III
* Latin I
*Latin II
*Spanish I
*Spanish II
*Spanish III

Visual & Performing Arts ("f")
*MS 2D Studio Art
*MS Digital Art and Design
*MS Exploring Music
* Visual Arts
*Art 1, 2 and 3

College-Preparatory Elective ("g")
*Advertising and Sales Promotion
*African American History

*Agriscience II: Sustaining Human Life
*Anthropology I: Uncovering Human Mysteries
*Anthropology II: More Human Mysteries Uncovered
*AP Psychology
*Archaeology: Detectives of the Past
* Art History I
*Astronomy: Exploring the Universe
*Biotechnology: Unlocking Nature's Secrets
*Careers in Criminal Justice
*Concepts in Real World Parenting: The Trends and Science Behind Childcare
*Concepts of Engineering and Technology
*Contemporary Health
* Creative Writing
*Criminology: Inside the Criminal Mind
* Digital Arts
*Digital Photography I: Creating Images with Impact!
*Digital Photography II: Discovering Your Creative Potential
* Discoveries and Concepts in Nutrition
* Early Childhood Education
*Economics
*Economics Honors
*Entrepreneurship/Self-Employment
*Environmental Science
*Fashion and Interior Design
*Financial math
*Forensic Science I: Secrets of the Dead
*Forensics Science II: More Secrets of the Dead
*Forestry & Natural Resources
*Gothic Literature: Monster Stories
*Great Minds in Science: Ideas for a New Generation
*Health Science and Medical Terminology
*Health Science Concepts
*History of the Holocaust
*Hospitality & Tourism: Traveling the Globe
*IDEA Writing
*Information and Communication Technology
*International Business: Global Commerce
*Introduction to Agriscience
*Introduction to Business
*Introduction to Communications & Speech I
*Introduction to Communications & Speech II
*Introduction to Culinary Arts
*Introduction to Manufacturing: Product Design & Innovation
*Introduction to Philosophy: The Big Picture
*Introduction to Renewable Technologies
*Journalism: Investigating the Truth
*Law & Order: Introduction to Legal Studies
*Linear Algebra
*Literature & Composition I
*Literature & Composition II

*Medical Terminology *Military Science I: Leadership at its Finest *MS Journalism: Tell Your Story *MS Photography: Drawing With Light *Music Appreciation: The Enjoyment of Listening *Mythology & Folklore: Legendary Tales *Nursing Assistant *Peer Counseling *Personal Finance* *Pharmacy Technician *Physical Science *Pharmacy Technician *Physical Science *Principles of Agriculture, Food and Natural Resources *Principles of Public Service *Psychology *Public Speaking *Restaurant Management *Social Problems I: A World In Crisis *Social Problems II: Crisis, Conflicts & Challenge *Sociology *Sports and Entertainment Marketing *Veterinary Science: The Care of Animals *World Regional Geography *World Religions: Exploring Diversity
Rosetta Stone Languages (Online)
*Rosetta Stone French: Beginning and Intermediate (Foundations) Level 1 *Rosetta Stone French: Beginning and Intermediate (Foundations) Level 2 *Rosetta Stone German: Beginning and Intermediate (Foundations) Lote Level 1 *Rosetta Stone German: Beginning and Intermediate (Foundations) Lote Level 2 *Rosetta Stone Spanish: Beginning and Intermediate (Foundations) Level 1 *Rosetta Stone Spanish: Beginning and Intermediate (Foundations) Level 2 Arabic Chinese (Mandarin) Dutch Filipino (Tagalog) Greek Hebrew Hindi Indonesian Irish Italian Japanese Korean Latin Persian (Farsi) Polish Portuguese (Brazil)

Russian
Swahili
Swedish
Turkish
Urdu
Vietnamese

Appendix 4. SAMPLE ONSITE COURSE SCHEDULE FOR GRADES K-8TH

MHS Fresno K-8th Enrichment *Fall 2019* Schedule version 5

- K-5th Students register for Monday **OR** Wednesday Courses
- 6th and 7th graders can choose from Monday and/or Wednesday (Note: Math Course 1 & 2 **are both** Mon and Wed.)

Kinder-7th Grade Enrichment Schedule

Room 1	Room 2	Room 3	Room 4	Room 5	Room 6
Kinder/1st Variety Class *Literacy Through Science, Art and Music* ***30 minute Spanish Class included*** 8:30am-3:30pm ***8:30am- 11am*** ***K/1 Variety*** *Mrs. Llanos & Ms. Kelly* ***11:00 am - 12 pm*** ***Lunch & Playtime*** Mrs. Llanos & Mrs. Specht (students bring lunch or if done can be picked up at this time). ***12pm-1pm*** ***Art Lesson*** Mrs. Llanos an. Ms. Kelly ***1pm-1:45pm*** ***Book Activity & Snack*** Mrs. Huey & Ms. Kelly ***1:45pm-2:15pm*** ***Spanish*** Mrs. Gaviria & Ms. Kelly **2:15 pm-3pm** **Music** Mr. Mallard & Mrs. Llanos **3:00 pm-3:30 pm** **Student Play and Dismissal** Mrs. Llanos & Ms. Kelly	5th Grade Music 8:30am-9:45am Mr. Mena	*2nd/3rd* *Art* *8:30am-9:45am* *Mr. Mallard* *Mrs. Patterson (Mon)* *Mrs. Ganzenhuber (Wed)*	4th Grade California History, Technology & Writing 8:30am-11am Mrs. DenHartog	7th Grade 8:30am-9:45am Science Mrs. Hirata	Math Course 1(6th /7th) 8:30 am-9:45 am Mrs. Flynn
	5th Grade Art 9:45am-11am Mr. Mallard	*2nd//3rd* *Spanish* *9:45am - 10:20am* *Mrs. Gavira* *2nd/3rd* *Music* *10:20am - 11:00am* *Mr. Mena*		6th Grade 9:45 am-11:00 am Writing Mrs. Turner	Math Course 2(6th/7th) 9:45 am-11:00 am Mrs. Flynn
	4th Grade Art 11am-12:15pm Mr. Mallard	*2nd/3rd* *Writing* *11:00 am-12:15pm* *Mrs. Ganzenhuber* *Mrs. Huey*	6th Grade Music 11:00am-12:15pm Mr. Mena	5th Grade Science 11:00am-12:15pm Mrs. Hirata	7th Grade Writing 11:00am-12:15pm Mrs. Turner
	2nd-7th Grade Lunch 12:15pm-1pm				
	4th Grade Music 1pm-2:15pm Mr. Mena	2nd/3rd Science 1pm-2:15pm Mrs. Hammond Mrs. Specht	5th Grade U.S. History, Technology & Writing 1pm-3:30pm Mrs. DenHartog	6th Grade Science 1pm-2:15pm Mrs. Hirata	7th Grade Art 1pm-2:15pm Mrs. Vaccaro
	7th Grade Music 2:15 pm-3:30 pm Mr. Mena	2nd/3rd Reading for Meaning 2:15pm - 3:30pm Mrs. Hammond Mrs. Huey		6th Grade Art 2:15pm-3:30pm Mrs. Vaccaro	4th Grade Science 2:15 pm-3:30 pm Mr. Specht

8th Grade Schedule Math Course 3 is both Tuesday & Thursday and follow the Glacier High School Math Schedule. All other 8th grade classes are offered Tuesday or Thursday **8th Grade Lunch is outside when weather permits.*	
TUESDAY	THURSDAY
Math Course 3 8:30 am-11:00 am Mrs. Flynn Room 4	**Math Course 3** 8:30 am-11:00 am Mrs. Flynn Room 4
Lunch 11am-11:30am (Mrs. Flynn)	Lunch 11am-11:30am (Mr. Mallard)
8th Grade Writing 11:30am-12:45pm Mrs. Turner Room 4	**8th Grade U.S. Constitution** 11:30am-1pm Mr. Mallard Room 6
8th Grade Science 12:45 pm-2pm Mrs. Flynn Room 4	**8th Grade Art** 1pm-2:30pm Teacher: Mr. McGough Room 6
	8th Grade Music 2:30pm-3:30pm Mr. Mena Room 4

Friday 3rd-8th Electives Schedules
NO FRIDAY CLASSES* ON THE *FIRST FRIDAY OF EACH MONTH
*Students planning to stay through lunch should bring a sack lunch on Fridays.

<table>
<tr><th>Room 1</th><th>Room 2</th><th>Room 3</th><th>Room 4</th><th>Room 5</th><th>Room 6</th></tr>
<tr><td>Personal Finance
8:30am-10am
Mr. Mallard</td><td>H.S. Studio Art
8:30am-10:00am
Mrs. Buca</td><td>Lego Robotics Advanced
3rd-5th Grade
8:30am-10am
Mrs. Hirata</td><td>Lego Robotics Beginner
3rd-5th Grade
8:30am-10am
Mrs. Huey</td><td>ROV Beginners
6th-H.S.

8:30am-11am

Mrs. Neptune</td><td rowspan="2">Math Tutoring by appointment With Mrs. Flynn 8am-3pm
(Except between 11am-12:30pm)</td></tr>
<tr><td rowspan="4">***P.E. Days for K-8th Students

First Friday of every month .

Location and Time TBD

Coordinators: Nancy Flynn & Brooke Llanos</td><td>H.S. Graphic Design
10:00am-11:30am
Mrs. Tu</td><td>6th/7th/8th Drama
Mr. Mallard
11:00 am-12 pm</td><td>3rd-5th Spanish
10:00am-11:00am
Mrs. Gaviria</td><td rowspan="3"></td><td></td></tr>
<tr><td></td><td rowspan="2">3rd-5th Drama
12pm-1pm
Mr. Mallard</td><td rowspan="2">3rd-5th Lunch/Break & Math Activities
11:00 am-12 pm
Mrs. Flynn</td><td rowspan="2">ROV Advanced
6th-H.S.

12pm-2:30pm

Mrs. Neptune</td><td rowspan="2">High School Conversational Spanish
Levels 1-3
11:30am-12:30pm
Mrs. Gaviria</td></tr>
<tr><td>6th/7th/8th Lunch Break
12pm-12:30pm
Mrs. Flynn</td></tr>
<tr><td></td><td>High School Drama
1pm-2:30pm
Mr. Mallard</td><td>6th/7th/8th Spanish
12:30pm-1:30pm
Mrs. Gaviria</td><td></td></tr>
</table>

Appendix 5. Sample Onsite Course Schedule for grades 9-12th

Glacier High School Charter- Fresno Fall 2019 Schedule version 1

*denotes College Prep (A-G approved courses)

Sections= same course is offered more than once (only select one)

For Biology= Select one: T1 *or* T2 AND Select one: TH1 *or* TH2

THIS SCHEDULE IS SUBJECT TO CHANGE

Tuesday Schedule					Thursday Schedule				
Room 2	Room 3	Room 4	Room 5	Room 6	Room 2	Room 3	Room 4	Room 5	Room 6
Integrated* Math 3 8:30am-10am *Mrs. Buca*	Integrated* Math 2 8:30am-10am *Teacher TBD*	English 9* Section A 8:30am-10am Ms. Broussard		Algebra Readiness 8:30am- 11am *Ms. Flynn*	Integrated* Math 3 8:30am-10am *Mrs. Buca*	Integrated* Math 2 8:30am-10am Teacher TBD	Music Theory & Guitar/Piano/ Voice Section A 8:30am-10am *Mr. Mena*		Algebra Readiness 8:30am- 11am *Ms. Flynn*
10:00am -11:00am Academic Lab				8th Grade Lunch 11am-11:30am	10:00am -11:00am Academic Lab				8th Grade Lunch 11am-11:30am
Art 2 &3 Section A 11am-12:30pm *Mr.McGough*	Integrated* Math 1 11am-12:30pm Teacher TBD	English 9* Section B 11am-12:30pm Ms. Broussard	Chemistry* 11am-12:30pm *Ms. Reeve*	8th Grade Writing 11:30am-12:45om Mrs. Turner	Music Theory & Guitar/Piano/ Voice Section B 11am-12:30pm *Mr. Mena*	Integrated* Math 1 11am-12:30pm Teacher TBD		Chemistry* 11am-12:30 pm *Ms. Reeve*	8th Grade U.S. Constitution 11:30am-1pm *Mr. Mallard*
Lunch 12:30 pm-1:00 pm					*Lunch 12:30 pm-1:00 pm*				
Art 1* Section A 1pm-2:30pm Mr. McGough	U.S.History* 1pm-2:30pm *Mr. Mallard*	English 10* 1pm-2:30pm Ms. Broussard	Biology* Section T/1 1pm-2:30pm *Ms. Reeve*	8th Grade Science 12:45pm-2pm Mrs. Flynn	Music Theory & Guitar/Piano/ Voice Section C 1pm-2:30pm *Mr. Mena*	Leadership* 1pm-2:30pm *Mrs. Vacarro*	CTE 1 Pathways in Technology 1pm-2:30pm *Mr. Blas*	Biology* Section TH/1 1pm-2:30pm *Ms. Reeve*	8th Grade Art 1pm-2:30pm Mr. McGough
Art 1 * Section B 2:30pm-3:50pm Mr. McGough	CTE 2 Pathways in Technology 2:30pm-3:50 pm *Mr. Blas*		Biology* Section T/2 2:30pm-3:50pm *Ms. Reeve*		Art 2 & 3 Section B 2:30pm-3:50pm *Mr. McGough*	World History* 2:30pm -3:50pm *Mr. Mallard*		Biology* Section TH/2 2:30pm-3:50pm *Ms. Reeve*	8th Grade Music 2:30pm-3:30pm Mr. Mena

Friday GHS Fresno Electives Schedule

THIS SCHEDULE IS SUBJECT TO CHANGE- FINAL SCHEDULE WILL BE AVAILABLE BY AUGUST 1ST.

NO FRIDAY CLASSES* ON THE *FIRST FRIDAY OF EACH MONTH

*Student planning to stay through lunch should bring a sack lunch on Fridays.

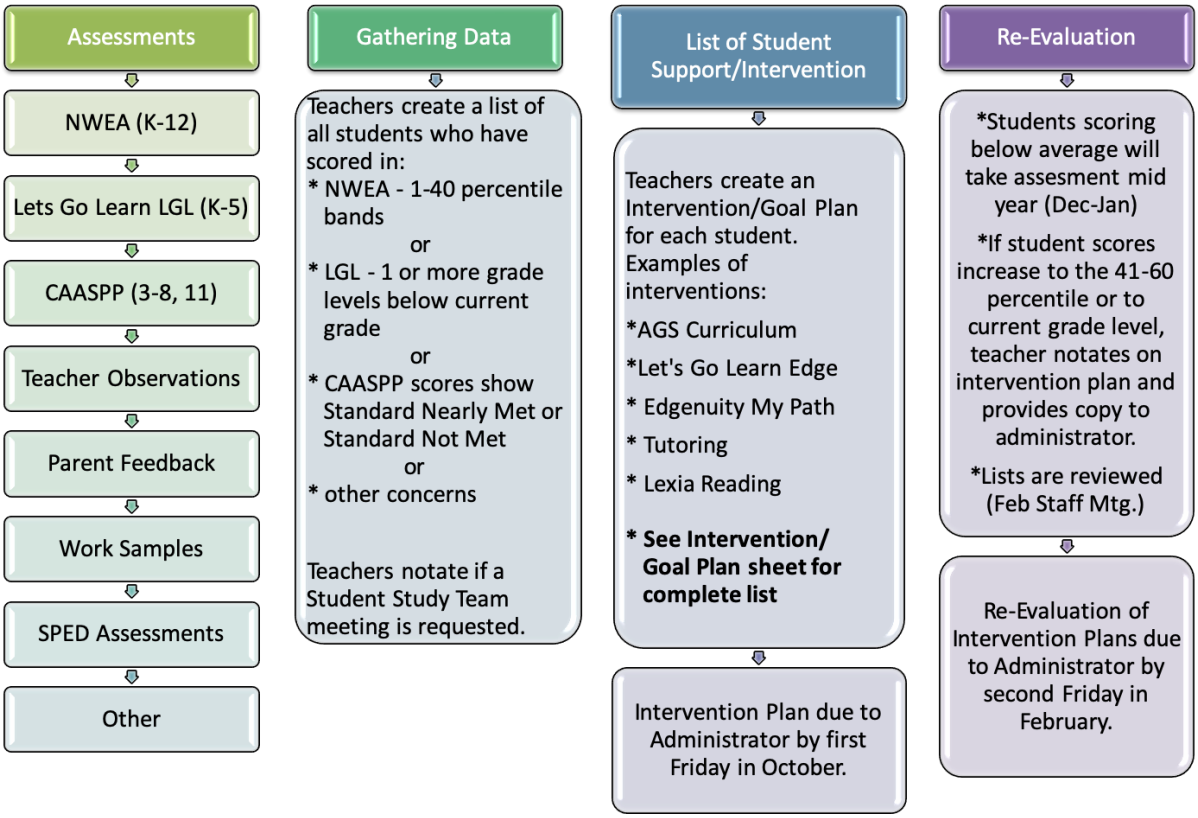
<table>
<tr><th>Room 1</th><th>Room 2</th><th>Room 3</th><th>Room 4</th><th>Room 5</th><th>Room 6</th></tr>
<tr><td rowspan="2">Personal Finance
8:30am-10am
Mr. Mallard</td><td>H.S. Studio Art
8:30am-10:00am
Mrs. Buca</td><td>Lego Robotics Advanced
3rd-5th Grade
8:30am-10am
Mrs. Hirata</td><td>Lego Robotics Beginner
3rd-5th Grade
8:30am-10am
Mrs. Huey</td><td rowspan="2">ROV Beginners 6th-H.S.
8:30am-11am
Mrs. Neptune</td><td rowspan="2">Math Tutoring by appointment With Mrs. Flynn 8am-3pm
(Except between 11am-12:30pm)</td></tr>
<tr><td>Graphic Design
10:00am-11:30am
Mrs. Tu</td><td>6th/7th/8th Drama
Mr. Mallard
11:00 am-12 pm</td><td>3rd-5th Spanish
10:00am-11:00am
Mrs. Gaviria</td></tr>
<tr><td rowspan="3">***P.E. Days for K-8th Students

First Friday of every month .

Location and Time TBD
Coordinators: Nancy Flynn & Brooke Llanos

*WE ARE IN NEED OF H.S. STUDENTS VOLUNTEERS FOR PE DAYS. CONTACT MRS. GARCIA IF YOU ARE INTERESTED: NGARCIA@WSCSFAMILY.ORG</td><td rowspan="2">High School Conversational A-G Spanish
(Level 1-3)
11:30 pm-12:30 pm
Gaviria</td><td rowspan="2">3rd-5th Drama
12pm-1pm
Mr. Mallard</td><td rowspan="2">3rd-5th Lunch/Break & Math Activities
11:00 am-12 pm
Mrs. Flynn</td><td rowspan="3">ROV Advanced 6th-H.S.
12pm-2:30pm
Mrs. Neptune</td><td rowspan="2">6th/7th/8th Lunch/Break & Math Activities
12pm-12:30pm
Mrs. Flynn</td></tr>
<tr><td rowspan="2">High School Drama
1pm-2:30pm
Mr. Mallard</td></tr>
<tr><td></td><td>6th/7th/8th Spanish
12:30pm-1:30pm
Mrs. Gaviria</td><td></td></tr>
</table>

Appendix 6. Assessment and Intervention Flow Chart



WSCS K-8TH GRADE INTERVENTION/GOAL PLAN

STUDENT'S NAME: _____ **GRADE:**_____

ADVISING TEACHER: _____

REASON/S FOR INTERVENTION PLAN: (CHECK ALL THAT APPLY)

Assessment Scores for:

◎ Let's Go Learn ◎ Core Reading ◎ IGI Math ◎ CAASPP Testing ◎ NWEA

◎ Pre-SST Parent Memo Other_____

STUDENT'S INTERVENTION PLAN WILL INCLUDE: (CHECK ALL THAT APPLY)

	MATH INTERVENTIONS
	Keys To….math supplements
	Khan Academy Lessons
	Tutoring/Onsite Math Course
	Teaching Textbooks Grade/Level:
	Let's Go Learn – Online Personalized Instruction in Math: EDGE
	Edgenuity MyPath:_____
	ELA INTERVENTIONS
	Dianne Craft (Right Brain Learning)
	Lexia Reading
	Read Naturally (fluency)
	Rewards/Rewards Plus (5th-8th)
	Susan Barton Reading & Spelling Program
	Tutoring
	Sonday System 1_____ 2_____
	All About Spelling
	Sequential Spelling
	Edgenuity My/Path:_____
	SUPPLEMENTAL/ENRICHMENT/EXTRA PRACTICE – MATH & ELA
	Brain Pop….math videos
	Spectrum Math
	Math Facts Practice (flashcards, timed sheets, "Times Tables the Fun Way"…)
	Math Enrichment Course
	Think Central – Math Online Videos
	Brain Pop…ELA videos
	Starfall (phonics)
	Writing Enrichment Course
	Think Central – ELA Online Videos
	Other:_____

WSCS K-8TH GRADE INTERVENTION/GOAL PLAN

GOAL/S: (Goals listed here are written on Interim and/or Yearly Goal sheet) _____

_____

_____

_____

_____

_____

ADVISING TEACHER SIGNATURE:_____DATE:_____

PARENT SIGNATURE:_____DATE:_____

Mid Year Re-Evaluation:

◎ Student has MET goals and is no longer in need of an intervention plan

◎ Student will continue to work towards meeting goals and/or the following goals/interventions have been modified:

_____

_____

_____

_____

ADVISING TEACHER SIGNATURE:_____DATE:_____

PARENT SIGNATURE:_____DATE:_____

___Mid year SST Request

WSCS 9-12TH GRADE INTERVENTION/GOAL PLAN

STUDENT'S NAME: _____ **GRADE:**_____

ADVISING TEACHER: _____

REASON(S) FOR INTERVENTION PLAN: (CHECK ALL THAT APPLY)

◯ NWEA TEST SCORES ◯ CAASPP ◯ Pre-SST Parent Memo:_____

STUDENT'S INTERVENTION PLAN WILL INCLUDE: (CHECK ALL THAT APPLY)

	AGS CURRICULUM:
	EDGENUITY ONLINE COURSE:
	MATH INTERVENTIONS
	Edgenuity MyPath Math
	Keys To....math supplements
	Khan Academy Lessons
	ALEKS ONLINE MATH PROGRAM
	Teaching Textbooks:
	MATH TUTORING:
	ELA INTERVENTIONS
	Edgenuity MyPath Reading
	Susan Barton Reading & Spelling Program
	WRITING CLASS
	LEXIA/POWER UP READING
	ACADEMIC LAB
	ELA TUTORING:
	OTHER:
	OTHER:

SEMESTER GOAL(S):

_____

_____

_____

_____

TEACHER SIGNATURE: _____DATE _____

STUDENT SIGNATURE: _____DATE _____

PARENT SIGNATURE: _____DATE _____

-- MIDYEAR EVALUATION ON BACK PAGE --

MID YEAR RE-EVALUATIONS (Due Second Friday in February):

- Student has MET goals and is no longer in need of an intervention plan
- Student will continue to work towards meeting goals and/or the following goals/interventions have been modified:

_____
_____
_____
_____
_____
_____

___ Mid Year SST Request

TEACHER SIGNATURE: _____DATE _____

STUDENT SIGNATURE: _____DATE _____

PARENT SIGNATURE: _____DATE _____

Appendix 7. HIGH SCHOOL MATH FLOW CHART

GLACIER HIGH SCHOOL CHARTER MATH PATHWAYS

Traditional Math Pathways

Pre-Requisites	Year 1	Year 2	Year 3	Year 4
Passed Pre-Alg or 8th grade math with B or higher	Integrated Math 1	Integrated Math 2	Integrated Math 3	Optional or Pre-Calculus
Passed Integrated Math 1	Integrated Math 2	Integrated Math 3	Pre-Calculus	Optional or Calculus

Math Pathways for Intervention

Pre-Requisites	Year 1	Year 2	Year 3	Year 4
Passed Pre-Alg or 8th grade math with a C	Integrated Math 1A/B	Integrated Math 1C/D a-g @completion	Integrated Math 2	Optional or Integrated Math 3
7th Grade Level Math	General Math (Year 1 of 2)	Integrated Math 1A/B	Integrated Math 1C/D a-g @completion	Optional or Integrated Math 2
6/7th Grade Level Math	General Math (Year 1 of 2)	Pre-Algebra (Year 2 of 2)	Integrated Math 1	Optional or Integrated Math 2
6/7th Grade Level Math	General Math (Year 1 of 2)	Pre-Algebra (Year 2 of 2)	Integrated Math 1A/B	Integrated Math 1C/D a-g @completion
	Independent Study Paths	**if preferred over onsite**		
4th-5th Grade Level Math	Basic Math ~AGS~	Pre-Algebra ~AGS~	Algebra 1 (A) ~AGS~	Algebra 1 (B) ~AGS~
4th-5th Grade Level Math	**Basic Math ~AGS~**	**Consumer Math ~AGS~**	**Math for the World of Work ~AGS~**	***For Certificate of Completion***

BYLAWS
OF
WESTERN SIERRA CHARTER SCHOOLS
(A California Nonprofit Public Benefit Corporation)

(Board Approval 7/28/08)
(Last Amended 6/14/17)

ARTICLE I
NAME

Section 1. NAME. The name of this corporation is Western Sierra Charter Schools.

ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 41267 Highway 41 Oakhurst, California 93644, County of Madera, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote California charter schools. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE IV
CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V
DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. This corporation's assets are irrevocably dedicated to public benefit purposes as set forth in the Charter School's Charter. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE VI
CORPORATIONS WITHOUT MEMBERS

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

ARTICLE VII
BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors ("Board"). The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided

that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.

b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of members.

c. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. DESIGNATED DIRECTORS AND TERMS. The number of directors shall be no less than eight and no more than eleven, unless changed by amendments to these bylaws; provided that one *ex officio* non-voting seat shall be reserved, at all times, for one Representative selected by each granting agency pursuant to California Education Code Section 47604(b). All directors shall be designated by the existing Board of Directors. All directors are to be designated at the corporation's annual meeting of the Board of Directors. The Board of Directors shall consist of at least eight directors unless changed by amendment to these bylaws.

The Board shall elect the Trustees by the vote of a majority of the Trustees then in office, whether or not the number of Trustees in office is sufficient to constitute a quorum, or by the sole remaining Trustee.

Eligibility. The Board may elect any person who in its discretion it believes will serve the interests of the corporation faithfully and effectively.

Board Composition. The WSCS Governing Board will be composed of representatives of the following constituencies:

. Two parents from the Fresno Resource Center

a. Two parents from the Oakhurst Resource Center

b. One staff member from the Fresno Resource Center

c. One staff member from the Oakhurst Resource Center

d. One (non-voting) member from the Yosemite Unified School District Board

e. One community member

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No more than 49 percent of the persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. DIRECTORS' TERM.

a. The term of office of all members of the initial Board of Trustees shall be one year.

b. At the end of the first year, the Board shall provide for staggered terms of its Trustees, by designating approximately one-third of the Trustees to one, two, and three-year terms. Following the expiration of those designated terms, each Trustee shall continue for three years.

c. No Trustee, other than the YUSD Representative may serve for more than six (6) consecutive years.

Section 6. NOMINATIONS In the event of immanent vacancy on the Board, any current Board director may recommend to the Board a qualified candidate for election to the Board of Directors.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be elected, no corporation funds may be expended to support a nominee without the Board's authorization.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; or (d) the failure of the members, at any meeting of members at which any director or directors are to be elected, to elect the number of directors required to be elected at such meeting; and (e) termination of employment with the Charter School.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the unanimous consent of the directors then in office, (b) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining director.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board of Directors may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Directors or in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code).

The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board of Directors.

Section 16. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairman of the Board has not been elected then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to each director and to the public through the posting of an agenda. Pursuant to the Brown Act, the Board of Directors shall adhere to the following notice requirements for special meetings:

a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.

b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the voting directors then in office shall constitute a quorum. If a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote, and voting on any matter shall be a decision of the Board of Directors. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. Voting directors may not vote by proxy.

Section 20. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the school district in which the Charter School operates;

b. All votes taken during a teleconference meeting shall be by roll call;

c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;

d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;

e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and

f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Section 21. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 22. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more voting directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;

b. Fill vacancies on the Board of Directors or any committee of the Board;

c. Amend or repeal bylaws or adopt new bylaws;

d. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;

e. Create any other committees of the Board of Directors or appoint the members of committees of the Board;

f. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or

g. Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.

Section 23. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings. Minutes of each meeting shall be kept and shall

be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 24. NON-LIABILITY OF DIRECTORS. No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 25. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII
OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be President, a Secretary, and a Chief Financial Officer. The corporation, at the Board's direction, may also have a Chairman of the Board, and such other officers as may be appointed under Article VIII, Section 4, of these bylaws. The officers in addition to the corporate duties set forth in this Article VIII shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President or the Chairman of the Board.

Section 3. ELECTION OF OFFICERS. The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the Chairman of the Board, the President, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause. An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors confers the power of removal.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIRMAN OF THE BOARD. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. The President shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. PRESIDENT. Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, the President shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment agreement, or job specification. In the absence of the Chairman of the Board, the President shall preside at Board of Directors' meetings. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation's funds as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the corporation; and (d)

have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Treasurer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer on his or her death, resignation, retirement, or removal from office.

ARTICLE IX
CONTRACTS WITH DIRECTORS

Section 1. CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors have a material financial interest) unless all of the following apply:

. The director with a material financial interest in the proposed contract or transaction fully discloses his/her financial interest in such contract or transaction in good faith and said disclosure is noted in the Board of Directors meeting minutes.

b. The director with a material financial interest in the proposed contract or transaction recuses himself/herself from any participation whatsoever in the proposed contract or transaction (i.e., the interested director who recuses himself/herself shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken).

c. Such contract or transaction is authorized in good faith by a majority of the Board of Directors by a vote sufficient for that purpose.

d. Before authorizing or approving the transaction, the Board of Directors considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances.

e. The corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

ARTICLE X

CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES. The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Corporation's Conflict of Interest Policy have been fulfilled.

ARTICLE XI
LOANS TO DIRECTORS AND OFFICERS

Section 1. LOANS TO DIRECTORS AND OFFICERS. This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XII
INDEMNIFICATION

Section 1. INDEMNIFICATION. To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XIII
INSURANCE

Section 1. INSURANCE. This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

ARTICLE XIV
MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:

a. Adequate and correct books and records of account;

b. Written minutes of the proceedings of the Board and committees of the Board; and

c. Such reports and records as required by law.

ARTICLE XV
INSPECTION RIGHTS

Section 1. DIRECTORS' RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. ACCOUNTING RECORDS AND MINUTES. On written demand on the corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any director, furnish to that director a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XVI
REQUIRED REPORTS

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;

b. The principal changes in assets and liabilities, including trust funds;

c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;

d. The corporation's expenses or disbursement for both general and restricted purposes;

e. Any information required under these bylaws; and

f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than $50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than $50,000. For this purpose, an "interested person" is either:

(1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or

(2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

ARTICLE XVII
BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall make any provisions of these Bylaws inconsistent with that Charter, the corporation's Articles of Incorporation, or any laws.

ARTICLE XVIII
FISCAL YEAR

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Western Sierra Charter Schools, a California nonprofit public benefit corporation; that these bylaws, consisting of 14 pages, are the bylaws of this corporation as adopted by the Board of Directors on _____; and that these bylaws have not been amended or modified since that date.

Executed on _____ at _____, California.

_____

_____,Secretary

Appendix 9. WSCS Conflict of Interest Policy

WESTERN SIERRA CHARTER SCHOOLS, INCORPORATED

CONFLICT-OF-INTEREST CODE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix (or Appendices), designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code of the **Western Sierra Charter Schools, Incorporated ("WSCS")**.

Individuals holding designated positions shall file their statements of economic interests with **WSCS**, which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008.) Upon receipt of the statements for the top officials, e.g., Members of the Board, Alternates, and the Executive Director, **WSCS** shall make and retain copies and forward

the originals to the **Fair Political Practices Commission.** All other statements will be retained by the **WSCS.**

APPENDIX A
DESIGNATED POSITIONS

Designated Position	Assigned Disclosure Category
Members of the Governing Board & Alternates	I, II
CEO/President	I, II
Chairman of the Board	I, II
CFO/Treasurer	I, II
Secretary	I, II
Executive Director of Charter School	I, II
Consultants	*

*Consultants are included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The Executive Director or CEO may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

APPENDIX B

DISCLOSURE CATEGORIES

Category I. Designated positions assigned to this category must report:

. Interests in real property which are located in whole or in part within the boundaries (and a two mile radius) of any county in which WSCS operates.

a. Investments and business positions in business entities or income (including gifts, loans, and travel payments) from sources which engage in the acquisition or disposal of real property or are engaged in building construction or design.
b. Investments and business positions in business entities or income (including gifts, loans, and travel payments) from sources which are contractors engaged in the performance of work or services or manufacture or sell supplies, books, machinery, or equipment of the type to be utilized by the school.

Category II. Designated positions assigned to this category must report:

Investments, business positions in, and income (including gifts, loans, and travel payments) from sources which manufacture or sell supplies, books, or equipment of the type to be utilized by WSCS, it's parents, teachers and students for educational purposes. These include but are not limited to; educational supplies, textbooks and items used for extra curricular courses.

Category III: Designated positions assigned to this category must report:

Investments, business positions in, and income (including gifts, loans, and travel payments) from sources which are engaged in the performance of work or services of the type to be utilized by WSCS, it's parents, teachers and students for educational purposes. Includes student services commonly provided in public schools such as speech therapists, and counselors.

Adopted: 4/28/2010

3102810

OFFICE OF THE SECRETARY OF STATE

State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

THE GREAT SEAL OF THE STATE OF CALIFORNIA EUREKA

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUN - 4 2008

Debra Bowen

DEBRA BOWEN
Secretary of State

Sec/State Form CE-107 (REV 1/2007) OSP 06 99734

3102810

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

JUN - 4 2008

ARTICLES OF INCORPORATION
OF
Western Sierra Charter Schools
(A California Nonprofit Public Benefit Corporation)

I.

The name of the Corporation shall be Western Sierra Charter Schools

II.

The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote California public charter schools.

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

III.

The name and address in the State of California of this Corporation's initial agent for service of process is:

Michael S. Cox
41267 Highway 41
Oakhurst, California 93644

IV.

All corporate property is irrevocably dedicated to the purposes set forth in the second article above. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to any of its directors, members, trustees, officers or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the purposes set forth in Article II.

No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not

participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Subject to the provisions of the nonprofit public benefit provisions of the Nonprofit Corporation Law of the State of California, and any limitations in the articles or bylaws relating to action to be approved by the members or by a majority of all members, if any, the activities and affairs of this Corporation shall be conducted and all the powers shall be exercised by or under the direction of the board of directors.

The number of directors shall be as provided for in the bylaws. The bylaws shall prescribe the qualifications, mode of election, and term of office of directors.

V.

The authorized number and qualifications of members of the corporation, if any, the different classes of membership, the property, voting and other rights and privileges of members, and their liability for dues and assessments and the method of collection thereof, shall be set forth in the bylaws.

VI.

Upon the dissolution or winding up of the Corporation, its assets remaining after payment of all debts and liabilities of the Corporation, shall be distributed to a nonprofit fund, foundation, or association which is organized and operated exclusively for educational, public or charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine which are organized and operated exclusively for such purposes.

Dated: 5/27/08

M. Cox

Michael Cox, Incorporator

OFFICE OF THE SECRETARY OF STATE

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 0 2 2011

WESTERN SIERRA CHARTER SCHOOLS
C/O ANDREA C. SEXTON
7 PARK CENTER DR
SACRAMENTO, CA 95825

Employer Identification Number:
26-3006883
DLN:
17053187319000
Contact Person:
SANDRA MAK ID# 95023
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(ii)
Form 990 Required:
Yes
Effective Date of Exemption:
June 4, 2008
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

WESTERN SIERRA CHARTER SCHOOLS

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

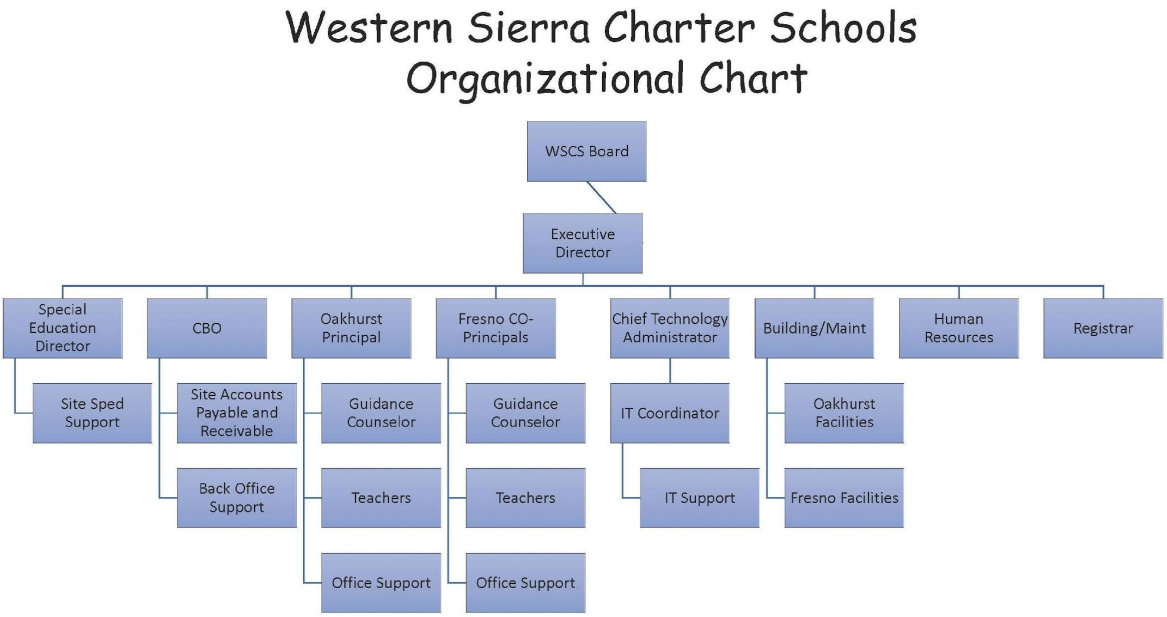
Letter 947 (DO/CG)

WESTERN SIERRA CHARTER SCHOOLS

You are not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you are operating under a contract with the local government. If your method of operation changes to the extent that your charter is terminated, cancelled, or not renewed, you will be required to comply with Revenue Procedure 75-50.

Letter 947 (DO/CG)

Appendix 11. WSCS Organization Chart



Appendix 12
Financial Projections

Endeavor Charter School

Budget and Cash Flow Section

Budget Section

1) Overview

2) Start Up Costs

3) Operating Budget 2020-21 (with Start Up Costs)

4) Planning Budget 2021-22

5) Planning Budget 2022-23

6) Planning Budget 2023-24

7) Planning Budget 2024-25

8) Projected Revenue Less Expense and Accumulated Reserves

9) Budget Narrative

Cash Flow Section

1) Cash Flow 2020-21

2) Cash Flow 2021-22

3) Cash Flow 2022-23

4) Cash Flow 2023-24

5) Cash Flow 2024-25

6) Schedule of Cash Flow Assumptions

Endeavor Charter School Budget-Overview

Category	Object	Operating Budget w/Startup Costs 2020-21/Year 1	Planning Budget 2021-22 / Year 2	Planning Budget 2022-23/Year 3	Planning Budget 2023-24/Year 4	Planning Budget 2024-25/Year 5	Narrative Reference (See Budget Narrative for more information.)
Revenue	Code						
State Aid Block Grant (LCFF)	8011	2,045,781	2,111,195	2,187,221	2,266,501	2,256,501	LCFF Calculator (ADA 248.92 all 5 years)
Education Protection Account "EPA" (LCFF)	8012	49,784	49,784	49,784	49,784	49,784	$200 per ADA
In Lieu Prop Tax (LCFF)	8096	243,187	243,187	243,187	243,187	243,187	Based on FUSD 18-19 In-Lieu Property Tax Rate of $976.97 per ADA
Lottery (Instructional Materials)	8560	-	26,883	13,442	13,442	13,442	Based on Annual ADA, funded initially on prior year and trued up in subsequent year
Lottery (General Instruction)	8560	-	76,170	38,085	38,085	38,085	No Funding in 1st year, 1st year is paid in December of 2nd Year along with 2nd year 1st quarter and so on
Mandate Block Grant	8550	-	5,667	5,667	5,667	5,667	Available in second operating year and afterward
One-time Funding	8550	-	-	-	-	-	None projected.
Food Service AB 1871	8600	-	-	-	-	-	Not planning to seek reimbursement at this time.
Interest	8660	1,000	1,000	1,200	1,300	1,400	Insignificant income because of new charter school's slowly building cash reserves
SPED Revenue	8792	172,988	172,988	172,988	172,988	172,988	Based on Fresno County Charter SELPA Funding Generator (per ADA)
Total Revenue		**2,512,741**	**2,686,875**	**2,711,574**	**2,790,954**	**2,791,054**	
		248.92	*248.92*	*248.92*	*248.92*	*248.92*	ADA
Expense	**Object**						
Salaries and Benefits	**Code**						
Salaries-Certificated	1XXX	1,051,961	1,066,192	1,077,341	1,083,139	1,098,005	12 Certificated advising teachers and 3 Certificated adjunct teachers with an accumulated FTE of 11.6
Salaries-Classified	2XXX	187,390	194,424	198,323	202,346	208,298	Pupil Teacher Ratio: 21.46
Benefits-Certificated	3XXX	401,987	409,586	411,951	413,214	416,333	Includes STRS and PERS Increases
Benefits-Classified	4XXX	73,265	77,155	79,391	81,544	83,587	
Total Salary & Benefits		**1,714,603**	**1,747,356**	**1,767,005**	**1,780,243**	**1,806,223**	
Instructional (Func.1000)							
Textbooks and Core Curricula	4100	21,100	21,498	21,896	22,295	22,693	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Books & Reference Materials	4200	52,637	54,102	55,104	56,105	57,108	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Instructional Supplies (>$500)	4300	85,122	86,728	88,334	89,941	91,547	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Instructional Equipment ($500-$4999)	4400	76,830	27,336	27,842	28,348	28,855	$50,000 for furniture and equipment purchase from MHS and GHS in first year. Historical per ADA average plus inflation thereafter.
Travel & Conference	5200	10,395	10,591	10,787	10,983	11,180	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Contracted Services	5800	39,121	39,860	40,598	41,336	42,074	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Communications	5900	4,768	4,858	4,948	5,038	5,128	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Equipment	6400	5,000	5,100	5,202	5,306	5,412	$5K in case of replacement or need +2%/4%/6%/8% (Previous year X 1.02 for year in question)
Total Function 1000		**294,973**	**250,073**	**254,711**	**259,353**	**263,997**	
Building (Func. 8100)							
Supplies, Building	4300	8,605	8,767	8,929	9,092	9,254	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Equipment ($500-$4999)	4400	3,117	3,176	3,235	3,294	3,353	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Operations/Housekeeping	5500	14,747	15,025	15,303	15,582	15,860	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Rentals, Leases & Repairs	5600	136,200	138,924	141,702	144,537	147,427	$11,350 per month for 8000 Square feet ($1.42 per square foot) with 2% increases per year
Contracted Services	5800	2,500	2,550	2,601	2,653	2,706	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Equipment	6400	-	-	-	5,000	-	$5K in case of replacement or need
Total Function 8100		**165,169**	**168,442**	**171,770**	**180,158**	**178,600**	
Facilities Construct(Func. 8500)							
Site Improvement	6100	-	-	-	-	-	None
Building Purchase	6200	-	-	-	-	-	None
Total Function 8500		-	-	-	-	-	
Administrative (Func. 2700)							
Admin. Supplies	4300	9,520	9,700	9,879	10,059	10,239	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Admin. Equipment	4400	1,893	1,929	1,964	2,000	2,036	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Conference & Travel	5200	10,395	10,591	10,787	10,983	11,180	Historical Cost per ADA plus inflation method. Same as Instructional cost.
Membership Fees	5300	932	950	967	985	1,002	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Contracted Services	5800	17,660	17,993	18,326	18,659	18,992	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
MCOE Business Services Fee (Site)	5800	57,299	58,902	60,765	62,707	62,707	MCOE Business Services Fee (3.5% of LCFF Rev.) 70% of Cost
Communications	5900	6,322	6,441	6,561	6,680	6,799	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Equipment	6400	-	-	-	-	-	None at $5000 or above
Total Function 2700		**104,021**	**106,506**	**109,249**	**112,073**	**112,955**	
Health Services (Func. 3140)							
Contracted Services	5800	**5,631**	**5,737**	**5,843**	**5,949**	**9,056**	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Food Service AB 1871 (Func. 3700)							
Food Service	4700	**7,124**	**7,267**	**7,412**	**7,560**	**7,711**	Calculated cost of projected lunches purchased
Administrative (Func.7000)							
Contracted Services -auditors	5800	8,753	8,918	9,083	9,249	9,414	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Dues/Membership	5300	1,500	1,530	1,561	1,592	1,592	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
Insurance	5400	6,795	6,931	7,070	7,211	7,355	Historical Average divided by ADA then multiplied by Proj Enrollment plus 2% inflation rate per year (2/4/6/8%)
FUSD Oversight Fee	5800	23,388	24,042	24,802	25,595	25,595	FUSD Oversight Fee (1% of LCFF Rev.)
MCOE Business Services Fee (General)	5800	24,557	25,244	26,042	26,874	26,874	MCOE Business Services Fee (3.5% of LCFF Rev.) 30% of Cost
Total Function 7000		**64,992**	**66,664**	**68,557**	**70,521**	**70,830**	
Special Education							
SPED Costs (not including payroll)	Various	173,134	173,431	174,548	173,521	174,638	See SPED expense schedule
Total Expense		**2,529,648**	**2,525,476**	**2,559,095**	**2,588,377**	**2,624,012**	
Revenue Less Expenses		**(16,908)**	**161,398**	**152,479**	**201,577**	**167,042**	$665,588.61

Schedule of Start-up Costs
In 2020-2021 FY (First year of Operations)

(Included with other costs shown on 2020-21 Budget.)

Cost Type	Coding	Amount	Comment
Purchase of Mountain Home School Resource Center curriculum, furniture & equipment	1000-4400	30,000.00	Actual cost calculated after evaluation of market value of equipment. (Estimate, amount may change)
Purchase of Glacier Resource Center curriculum, furniture & equipment	1000-4400	20,000.00	Actual cost calculated after evaluation of market value of equipment. (Estimate, amount may change)
Total		50,000.00	

Note: This is a current Resource Center, so most of the usual start up costs are not applicable.
We will be remaining at the same location and using the same equipment and furniture, etc.

Endeavor Charter School
Operating Budget w/Startup Costs
2020-21/Year 1

Revenue

State Aid Block Grant (LCFF)	2,045,781.00
Education Protection Account "EPA" (LCFF)	49,784.00
In Lieu Prop Tax (LCFF)	243,187.11
Lottery (Instructional Materials)	-
Lottery (General Instruction)	-
Mandate Block Grant	-
One-time Funding	-
Food Service AB 1871	-
Interest	1,000.00
SPED Revenue	172,988.41
Total Revenue	**2,512,741**

Expense

Salaries and Benefits	
Salaries-Certificated	1,051,961
Salaries-Classified	187,390
Benefits-Certificated	401,987
Benefits-Classified	73,265
Total Salary & Benefits	1,714,603
Instructional (Func.1000)	
Textbooks and Core Curricula	21,100
Books & Reference Materials	52,637
Instructional Supplies (>$500)	85,122
Instructional Equipment ($500-$4999)	76,830
Travel & Conference	10,395
Contracted Services	39,121
Communications	4,768
Equipment	5,000
Total Function 1000	294,973
Building (Func. 8100)	
Supplies, Building	8,605
Equipment ($500-$4999)	3,117
Operations/Housekeeping	14,747
Rentals, Leases & Repairs	136,200
Contracted Services	2,500
Equipment	-
Total Function 8100	165,169
Facilities Construct(Func. 8500)	
Site Improvement	-
Building Purchase	-
Total Function 8500	-
Administrative (Func. 2700)	
Admin. Supplies	9,520
Admin. Equipment	1,893
Conference & Travel	10,395
Membership Fees	932
Contracted Services	17,660
MCOE Business Services Fee (Site)	57,299
Communications	6,322
Equipment	-
Total Function 2700	104,021
Health Services (Func. 3140)	
Contracted Services	5,631
Food Service AB 1871 (Func. 3700)	
Food Service	7,124
Administrative (Func.7000)	
Contracted Services -auditors	8,753
Dues/Membership	1,500
Insurance	6,795
FUSD Oversight Fee	23,388
MCOE Business Services Fee (General)	24,557
Total Function 7000	64,992
Special Education	
SPED Costs (not including payroll)	173,134
Total Expense	**2,529,648**
Revenue Less Expenses	**(16,908)**

Endeavor Charter School
Planning Budget
2021-22 / Year 2

Revenue

State Aid Block Grant (LCFF)	2,111,195
Education Protection Account "EPA" (LCFF)	49,784
In Lieu Prop Tax (LCFF)	243,187
Lottery (Instructional Materials)	26,883
Lottery (General Instruction)	76,170
Mandate Block Grant	5,667
One-time Funding	-
Food Service AB 1871	-
Interest	1,000
SPED Revenue	172,988
Total Revenue	**2,686,875**

Expense

Salaries and Benefits	
Salaries-Certificated	1,066,192
Salaries-Classified	194,424
Benefits-Certificated	409,586
Benefits-Classified	77,155
Total Salary & Benefits	1,747,356
Instructional (Func.1000)	
Textbooks and Core Curricula	21,498
Books & Reference Materials	54,102
Instructional Supplies (>$500)	86,728
Instructional Equipment ($500-$4999)	27,336
Travel & Conference	10,591
Contracted Services	39,860
Communications	4,858
Equipment	5,100
Total Function 1000	250,073
Building (Func. 8100)	
Supplies, Building	8,767
Equipment ($500-$4999)	3,176
Operations/Housekeeping	15,025
Rentals, Leases & Repairs	138,924
Contracted Services	2,550
Equipment	-
Total Function 8100	168,442
Facilities Construct(Func. 8500)	
Site Improvement	-
Building Purchase	-
Total Function 8500	-
Administrative (Func. 2700)	
Admin. Supplies	9,700
Admin. Equipment	1,929
Conference & Travel	10,591
Membership Fees	950
Contracted Services	17,993
MCOE Business Services Fee (Site)	58,902
Communications	6,441
Equipment	-
Total Function 2700	106,506
Health Services (Func. 3140)	
Contracted Services	5,737
Food Service AB 1871 (Func. 3700)	
Food Service	7,267
Administrative (Func.7000)	
Contracted Services -auditors	8,918
Dues/Membership	1,530
Insurance	6,931
FUSD Oversight Fee	24,042
MCOE Business Services Fee (General)	25,244
Total Function 7000	66,664
Special Education	
SPED Costs (not including payroll)	173,431
Total Expense	**2,525,476**
Revenue Less Expenses	**161,398**

Endeavor Charter School
Planning Budget
2022-23/Year 3

Revenue

State Aid Block Grant (LCFF)	2,187,221
Education Protection Account "EPA" (LCFF)	49,784
In Lieu Prop Tax (LCFF)	243,187
Lottery (Instructional Materials)	13,442
Lottery (General Instruction)	38,085
Mandate Block Grant	5,667
One-time Funding	-
Food Service AB 1871	-
Interest	1,200
SPED Revenue	172,988
Total Revenue	**2,711,574**

Expense

Salaries and Benefits	
Salaries-Certificated	1,077,341
Salaries-Classified	198,323
Benefits-Certificated	411,951
Benefits-Classified	79,391
Total Salary & Benefits	1,767,005
Instructional (Func.1000)	
Textbooks and Core Curricula	21,896
Books & Reference Materials	55,104
Instructional Supplies (>$500)	88,334
Instructional Equipment ($500-$4999)	27,842
Travel & Conference	10,787
Contracted Services	40,598
Communications	4,948
Equipment	5,202
Total Function 1000	254,711
Building (Func. 8100)	
Supplies, Building	8,929
Equipment ($500-$4999)	3,235
Operations/Housekeeping	15,303
Rentals, Leases & Repairs	141,702
Contracted Services	2,601
Equipment	-
Total Function 8100	171,770
Facilities Construct(Func. 8500)	
Site Improvement	-
Building Purchase	-
Total Function 8500	-
Administrative (Func. 2700)	
Admin. Supplies	9,879
Admin. Equipment	1,964
Conference & Travel	10,787
Membership Fees	967
Contracted Services	18,326
MCOE Business Services Fee (Site)	60,765
Communications	6,561
Equipment	-
Total Function 2700	109,249
Health Services (Func. 3140)	
Contracted Services	5,843
Food Service AB 1871 (Func. 3700)	
Food Service	7,412
Administrative (Func.7000)	
Contracted Services -auditors	9,083
Dues/Membership	1,561
Insurance	7,070
FUSD Oversight Fee	24,802
MCOE Business Services Fee (General)	26,042
Total Function 7000	68,557
Special Education	
SPED Costs (not including payroll)	174,548
Total Expense	**2,559,095**
Revenue Less Expenses	**152,479**

Endeavor Charter School
Planning Budget
2023-24/Year 4

Revenue

State Aid Block Grant (LCFF)	2,266,501
Education Protection Account "EPA" (LCFF)	49,784
In Lieu Prop Tax (LCFF)	243,187
Lottery (Instructional Materials)	13,442
Lottery (General Instruction)	38,085
Mandate Block Grant	5,667
One-time Funding	-
Food Service AB 1871	-
Interest	1,300
SPED Revenue	172,988
Total Revenue	**2,790,954**

Expense

Salaries and Benefits	
Salaries-Certificated	1,083,139
Salaries-Classified	202,346
Benefits-Certificated	413,214
Benefits-Classified	81,544
Total Salary & Benefits	1,780,243
Instructional (Func.1000)	
Textbooks and Core Curricula	22,295
Books & Reference Materials	56,106
Instructional Supplies (>$500)	89,941
Instructional Equipment ($500-$4999)	28,348
Travel & Conference	10,983
Contracted Services	41,336
Communications	5,038
Equipment	5,306
Total Function 1000	259,353
Building (Func. 8100)	
Supplies, Building	9,092
Equipment ($500-$4999)	3,294
Operations/Housekeeping	15,582
Rentals, Leases & Repairs	144,537
Contracted Services	2,653
Equipment	5,000
Total Function 8100	180,158
Facilities Construct(Func. 8500)	
Site Improvement	-
Building Purchase	-
Total Function 8500	-
Administrative (Func. 2700)	
Admin. Supplies	10,059
Admin. Equipment	2,000
Conference & Travel	10,983
Membership Fees	985
Contracted Services	18,659
MCOE Business Services Fee (Site)	62,707
Communications	6,680
Equipment	-
Total Function 2700	112,073
Health Services (Func. 3140)	
Contracted Services	5,949
Food Service AB 1871 (Func. 3700)	
Food Service	7,560
Administrative (Func.7000)	
Contracted Services -auditors	9,249
Dues/Membership	1,592
Insurance	7,211
FUSD Oversight Fee	25,595
MCOE Business Services Fee (General)	26,874
Total Function 7000	70,521
Special Education	
SPED Costs (not including payroll)	173,521
Total Expense	**2,589,377**
Revenue Less Expenses	**201,577**

Endeavor Charter School
Planning Budget
2024-25/Year 5

Revenue

State Aid Block Grant (LCFF)	2,266,501
Education Protection Account "EPA" (LCFF)	49,784
In Lieu Prop Tax (LCFF)	243,187
Lottery (Instructional Materials)	13,442
Lottery (General Instruction)	38,085
Mandate Block Grant	5,667
One-time Funding	-
Food Service AB 1871	-
Interest	1,400
SPED Revenue	172,988
Total Revenue	**2,791,054**

Expense

Salaries and Benefits	
Salaries-Certificated	1,098,005
Salaries-Classified	208,298
Benefits-Certificated	416,333
Benefits-Classified	83,587
Total Salary & Benefits	1,806,223
Instructional (Func.1000)	
Textbooks and Core Curricula	22,693
Books & Reference Materials	57,108
Instructional Supplies (>$500)	91,547
Instructional Equipment ($500-$4999)	28,855
Travel & Conference	11,180
Contracted Services	42,074
Communications	5,128
Equipment	5,412
Total Function 1000	263,997
Building (Func. 8100)	
Supplies, Building	9,254
Equipment ($500-$4999)	3,353
Operations/Housekeeping	15,860
Rentals, Leases & Repairs	147,427
Contracted Services	2,706
Equipment	-
Total Function 8100	178,600
Facilities Construct(Func. 8500)	
Site Improvement	-
Building Purchase	-
Total Function 8500	-
Administrative (Func. 2700)	
Admin. Supplies	10,239
Admin. Equipment	2,036
Conference & Travel	11,180
Membership Fees	1,002
Contracted Services	18,992
MCOE Business Services Fee (Site)	62,707
Communications	6,799
Equipment	-
Total Function 2700	112,955
Health Services (Func. 3140)	
Contracted Services	9,055
Food Service AB 1871 (Func. 3700)	
Food Service	7,711
Administrative (Func.7000)	
Contracted Services -auditors	9,414
Dues/Membership	1,592
Insurance	7,355
FUSD Oversight Fee	25,595
MCOE Business Services Fee (General)	26,874
Total Function 7000	70,830
Special Education	
SPED Costs (not including payroll)	174,638
Total Expense	**2,624,012**
Revenue Less Expenses	**167,042**

Endeavor Charter School

Projected Revenue Less Expense and Accumulated Reserves

	Revenue Less Expense	Accumulated Reserves	As A Percentage of Budgeted Expenditures
End of Year One	(16,908)	(16,908)	-0.67%
End of Year Two	161,398	144,490	5.72%
End of Year Three	152,479	296,969	11.60%
End of Year Four	201,577	498,546	19.25%
End of Year Five	167,042	665,589	25.37%

* Includes accrued revenue as of end of year

Notes:

Revenue Less Expense figures are those noted for each year on the respective year's budget.

Accumulated Reserves are the total of each budget year's Revenue Less Expense amount added to the previous Revenue Less Expense amounts up through that respective budget year.

Percentage of Budgeted Expenditures is the Accumulated Reserves divided by the budgeted expenditures for that particular budget year.

Endeavor Charter School

DETAILED BUDGET NARRATIVE

FY 2020/21 through 2024/25

Overview

It is important to understand the background of Endeavor Charter School in order to get a proper understanding of the budget. Endeavor Charter School is best understood as a resource center becoming a stand-alone charter school. We expect that the great majority of our students will make the transition. Therefore, it stands to reason that rather than budgeting for a brand new start-up operation utilizing the method that that scenario entails, one should rather utilize a combination of historical costs analysis and case by case projections to create the budget.

Methods Utilized for Revenue Estimates

FCMAT's LCFF Calculator Version 20.2c (issued on 8/28/19) was used for all Local Control Funding Formula (LCFF) funding sources. These funding sources are the State Aid Block Grant, the Education Protection Account (EPA), and In Lieu Property Taxes. It should be noted that the In-Lieu Property Taxes were calculated based upon FUSD 18-19 per ADA amount and this value was input into the LCFF Calculator. This amount was used in deriving the total amount of the LCFF revenue estimates.

The annual per ADA rate used for Proposition 20 Lottery funding was $54, while a per ADA rate of $153 was used for Non-Proposition 20 Lottery Funding (based upon CDE's recommendation.) Mandate Block Grant funding was estimated based upon the most recent state budget estimate of $16.86/ADA for K-8 and $46.87/ADA for 9-12. Please note this rate is substantially lower than district rates. Charter schools are not eligible for Mandate Block Grant funding in the first year of operations. Funding begins in the 2nd year of operations and is based upon the prior year's P-2 ADA. Charter schools are eligible for Lottery funding beginning in the first year of operations. However, payment (based upon P-Annual from the first operational year) does not occur until the second year of operation. The amount due for the first year is paid in December of the second year, along with the amount due for the first quarter of the second year. This means the charter receives both the first and second year of operations lottery funding in the second year of operations.

Interest income will be minimal and was projected at approximately $1000 to $1400 per year.

Special Education Funding was estimated at a "per ADA" rate of $694.96 multiplied by the ADA projection for each budget year. $694.96 was the amount of the allocation of the "per ADA" rate utilized by the Fresno County Charter SELPA for the 19-20 fiscal year.

Please see Budget Appendix A - Revenue Projection Schedule for information regarding enrollment projections, ADA estimates, In Lieu Property Taxes and other items.

Methods Utilized for Cost Projections

When deciding how best to estimate costs for a budget, it is important to understand the nature of each type of cost. This is necessary in order to ascertain the factors that influence the incidence and magnitude of those costs. Some costs are variable and increase or decrease in proportion to the volume of activity or use. Others are fixed and don't necessarily fluctuate in accordance with the volume of activity of the organization. Fixed costs are those costs you would generally incur whether you serve 200 students or 300 students, for example. Some costs have attributes of both variable and fixed, although they tend to be more subject to one these attributes over the other. For these types of cost, it is important to do an analysis to decide how best to proceed.

Since, as discussed above, Endeavor Charter School is best understood as a conversion of an ongoing school, it seems appropriate to utilize historical data to project variable costs into future years. (This method is appropriate only for categories of expense with variable costs that are regularly recurring and are driven primarily by factors such as the number of students utilizing those materials or services.) The use of historical data was accomplished in the following way. An analysis was done to calculate the average expenditures for these categories of cost. (This analysis included making adjustments for extraordinary, non-recurring items.) This was done for FY 2015/16, 2016/17, 2017/18 and 2018/19 . The resulting average cost was then divided by the average ADA (average daily attendance) over that same period. The result was; the average costs divided by average ADA for the 4-year time period. This cost I'll name "Cost per ADA" was then multiplied by the Projected ADA for each of the budget years in this projection. In order to take inflation into account, the result was then inflated by 2% per year. When this method was utilized, a notation will signify the "Cost per ADA plus inflation" method was used for the item being discussed.

When a fixed cost is addressed (or a cost where historical data is not expected to correlate closely to future circumstances) a method whereby each element of cost is estimated independently, using a methodology appropriate to that cost type was used.

The following costs are considered variable:

- Salaries and Benefits
- Textbooks and Core Curricula
- Books and Reference Materials
- Supplies
- Equipment (Consumable less than $500 per item)
- Conference/Travel
- Communications
- Membership Fees Function Code: 7000 Object Code: 5300
- Contracted Services – Instructional Function Code: 1000 Object Code: 5800 – These are recurring Instruction related costs.

- Contracted Services – Site Administration Function Code: 2700 Object Code: 5800 – These are recurring general Administration costs other than Auditors, Oversight and Business Services costs.
- Contracted Services – General Administration – GVUSD Oversight Fee Function Code: 7000 Object Code: 5800 – This fee is coded 100% to General Administration (Function 7000)
- Contracted Services – Site Administration – MCOE Business Services Fee Function Code: 2700 Object Code: 5800 This is where the Site Administration portion of the Business Service Fee is coded. Per CSAM it is coded 70% Site Administration/30% General Administration
- Contracted Services – General Administration – MCOE Business Services Fee Function Code: 7000 Object Code: 5800 This is where the General Administration portion of the Business Service Fee is coded. Per CSAM it is coded 70% Site Administration/30% General Administration

The following costs are considered fixed:

- Insurance Costs Function Code: 7000 Object Code: 5400
- Equipment (Cost over $5000) Object Code: 6400 Movable personal property with an estimated useful life of over 1 year and a value greater than $5000
- Rentals, Leases, and Repairs Building Function Code: 8100 Object Code: 5600
- Contracted Services – Building Function Code: 8100 Object Code: 5800
- Contracted Services – General Administration - Auditors Function Code: 7000 Object Code: 5800

Allocation of Shared Costs

There are some costs mentioned above that are shared among all of the schools that Western Sierra Charter Schools will be operating. Endeavor Charter School will be the third school along with Mountain Home School Charter and Glacier High School Charter.

The budgeted costs that are considered Shared Costs (to be allocated to all three schools) are:

- Personnel costs related to
  - Executive Director
  - Chief Business Officer
  - Special Education Coordinator
  - Counselor
  - Administrative Staff
- Travel and Conference costs related to the personnel noted above.
- Umbrella Insurance Policy
- Business Services Costs
- Other general administrative costs

The allocation of shared costs to each of these schools will be based upon the projected enrollment of each particular school as a proportion of the projected total enrollment of all of the schools combined. The assumption used to project the enrollment for Endeavor Charter School is our current Fresno location enrollment plus the waiting list (created by the legally required in-county/out-of-county

resource center cap) with no growth for the 5-year period. This is a conservative estimate based upon current data. Within this projection scenario, the enrollment for Mountain Home School Charter and Glacier High School Charter will remain flat. The current enrollment applicable to the Mountain Home School Charter Fresno Resource Center in the 2019-20 Fiscal Year is 180 while Glacier High School Charter's ADA is 50 (230 combined). The waiting list for both of these school's resource center's combined is 24. So the projected enrollment figure is 230 + 24 = 254 (The ADA projection is 248.92, which is derived by multiplying 254 by our historical ADA to Enrollment Ratio of .98.) Since these populations will be the core of the newly created school, this figure is used as the basis for the rates discussed above. The projected ADA for each of the schools over the five-year period is:

2020-21 through 2024-25 (Total Combined ADA 530.18/Enrollment 541)

47.0% Endeavor Charter School (ADA 248.92/Enrollment 254)

38.1% Mountain Home School Charter (ADA 201.88/Enrollment 206)

15.0% Glacier High School Charter (ADA 79.38/Enrollment 81)

Description of Costs by Category

1. **Salaries** ($1,239,351 for 20/21, $1,260,616 for 21/22, $1,275,664 for 22/23, $1,285,485 for 23/24, and $1,306,303 for 24/25)

    a. Certificated Staff ($1,051,961 for 20/21, $1,066,192 for 21/22, $1,077,341 for 22/23, $1,083,139 for 23/24, and $1,098,005 for 24/25)

        i) Advising Teachers - Full-time:
            (1) 20/21 – 9 Full-time, Average Salary - $62,197
            (2) 21/22 - 9 Full-time, Average Salary - $63,514
            (3) 22/23 – 9 Full-time, Average Salary - $64,480
            (4) 23/24 - 9 Full-time, Average Salary - $65,124
            (5) 24/25 – 9 Full-time, Average Salary - $65,610

        ii) Advising Teachers - Part-time:
            (1) 20/21 – 3 Part-time, Average Salary - $39,954
            (2) 21/22 - 3 Part-time, Average Salary - $40,244
            (3) 22/23 – 3 Part-time, Average Salary - $40,540
            (4) 23/24 - 3 Part-time, Average Salary - $40,540
            (5) 24/25 – 3 Part-time, Average Salary - $40,540

        iii) Adjunct Teachers – Part-time:
            (1) 20/21 – 24/25 – 3 Part-time $35 per hour, approximately $25,757 per year for all 3

        iv) Site Co-Principal Full-time: 1 Salary:
            (1) From $102,198 in 20/21 to $105,265 in 24/25

v) Site Co-Principal Part-time: 1 (FTE .7) Salary:
(1) From $72,414 in 20/21 to $74,587 in 24/25

vi) SPED Coordinator Full-time: Split with other WSCS schools. Allocation as noted above. Total Salary from $80,315 in 20/21 to $89,475 in 24/25. Amount allocated to Endeavor:
(1) From $37,708 in 20/21 to $42,009 in 24/25

vii) Executive Director Full-time: Split with other WSCS schools. Allocation as noted above. Tota Salary from $164,178 in 20/21 to $169,103 in 24/25. Amount allocated to Endeavor:
(1) $77,082 in 20/21 to $79,394 in 24/25

viii) Counselor Full-time: Split with other WSCS schools. Allocation as noted above. Total Salary $88,119 in 20/21 to $90,762 in 24/25. Amount allocated to Endeavor:
(1) $38,739 in 20/21 to $39,901 in 24/25

b. Classified Staff ($187,390 for 20/21, $194,424 for 21/22, $198,323 for 22/23, $202,346 for 23/24, and $208,298 for 24/25)

i) Teacher Assistants - Part-time: 4 with an average hourly rate of $30 for the period 20/21 through 24/25

ii) Office Administrator: 1 with a salary of:
(1) From $46,837 in 20/21 to $52,716 in 24/25

iii) Office Clerk: 1 Part-time with an annual cost of:
(1) From $3,675 in 20/21 to $3,938 in 24/25.

iv) Administrative Assistants: 2, both split with other WSCS schools per allocation noted above. Combined from $100,568 in 20/21 to $113,190 in 24/25. Amount allocated to Endeavor:
(1) From $20,541 in 20/21 to $23,119 in 24/25. Different allocation do to site specific work.

v) Chief Business Officer Full-time: Split with other WSCS schools per allocation noted above. Total Salary $135,324 in 20/21 to $145,951 in 24/25. Amount allocated to Endeavor:
(1) From $63,535 in 20/21 to $68,524 in 24/25

vi) Information Technology 1 Part-time: Split with other WSCS schools. Total Salary cost $39,238 in 20/21 to $40,415 in 24/25. Amount allocated to Endeavor:
(1) From $18,422 in 20/21 to $ $18,995 in 24/25.

2. **Fringe Benefits** ($475,252 for 20/21, $486,741 for 21/22, $491,341 for 22/23, $494,758 for 23/24, and $499,920 for 24/25)

a. Certificated Staff ($401,987 for 20/21, $409,586 for 21/22, $411,951 for 22/23, $413,214 for 23/24, and $416,333 for 24/25)

i) State Teachers Retirement System (STRS): (Per published rate schedule.)
   (1) 20/21 - 19.10%
   (2) 21/22 - 18.30%
   (3) 22/23 - 18.30%
   (4) 23/24 - 18.30%
   (5) 24/25 - 18.30%

ii) Social Security (if applicable): 6.2% for each year
iii) Medicare: 1.45% for each year
iv) Unemployment Insurance: .05% for each year
v) Worker's Compensation: .82% for each year
vi) Group Medical Insurance: $13,000 per year per full-time staff member prorated for each year

b. Classified Staff ($73,265 for 20/21, $77,155 for 21/22, $79,391 for 22/23, $81,544 for 23/24, and $83,587 for 24/25)

i) Public Employees Retirement System (PERS): (Per published schedule.)
   (1) 20/21 - 23.60%
   (2) 21/22 – 24.90%
   (3) 22/23 - 25.70%
   (4) 23/24 – 26.40%
   (5) 24/25 – 26.60%

ii) Social Security (if applicable): 6.2% for each year
iii) Medicare: 1.45% for each year
iv) Unemployment Insurance: .05% for each year
v) Worker's Compensation: .82% for each year
vi) Group Medical Insurance: $13,000 per year per full-time staff member prorated for each year

3. **Instructional Costs-Function 1000** (See Budget Overview for specific figures)

The "Cost per ADA plus inflation method", discussed on page 2, was used for the following cost categories:

a. Textbooks and Core Curricula Object Code: 4100 Approved textbooks and core curricula.
b. Books and Reference Materials Object Code: 4200 Other books and reference materials.
c. Instructional Supplies (Cost less than $500 per Unit) Object Code: 4300 Consumable materials and supplies.

d. Instructional Equipment (Cost $500 - $4900) Object Code: 4400 Non-capitalized equipment includes startup costs of $50,000 for the purchase of curriculum, furniture and equipment from Mountain Home School and Glacier High School Charters.
e. Travel and Conference Object Code: 5200 Conference fees and related travel expenses.
f. Contracted Services Object Code: 5800 Services rendered by personnel who are not employees.
g. Communications Object Code: 5900 Costs of telephone/internet/mail and other methods of communication.

The budgeting method for the following item was based upon estimating the particular costs expected to be incurred for large equipment costs.

h. Equipment (Cost over $5000) Object Code: 6400 Movable personal property with an estimated useful life of over 1 year and a value greater than $5000. This projection anticipates one large purchase per year with costs increasing with inflation.

4. **Building Related Costs-Function 8100** (See Budget Overview for specific figures)

For costs related to function 8100 the "Cost per ADA plus inflation" method was used. (Adjustments to this method are noted.) This applies to the following categories of cost:

a. Supplies Building (Cost less than $500 per Unit) Object Code: 4300 Consumable materials and supplies.
b. Equipment Building (Cost $500 - $4900) Object Code: 4400 Non-capitalized equipment.
c. Operations/Housekeeping Object Code: 5500 Water, heating, power, light, pest control, etc.

The budgeting method for each of the following items is noted individually.

d. Rentals, Leases, and Repairs Object Code: 5600 Rent/Leases paid and non-capitalized repairs. We intend to stay in our current facility of approximately 8000 square feet. We currently are on a month to month lease. Because of this we have projected an increase in rent of 2% per year to cover any possible increases that may result from a renegotiation of the lease which is anticipated.
e. Contracted Services Object Code: 5800 Services rendered by personnel who are not employees
f. Equipment (Cost over $5000) Object Code: 6400 Movable personal property with an estimated useful life of over 1 year and a value greater than $5000. A purchase of $5000 is projected in 2023/24.

5. **Facilities Construction - Function 8500** (Total $0)

Our intention is to lease a facility therefore there are no costs in this category

6. **Administrative Costs (Site Administration) - Function 2700** (See Budget Overview for specific figures.)

For costs related to function 2700 the "Cost per ADA plus inflation" method was used. (Adjustments to this method are noted.) This applies to the following categories of cost:

a. Supplies Site Administration (Cost less than $500 per Unit) Object Code: 4300 Consumable materials and supplies.
b. Equipment Site Administration (Cost $500 - $4900) Object Code: 4400 Non-capitalized equipment.
c. Conference and Travel Object Code: 5200
d. Membership Fees Object Code: 5300 Membership fees for Charter School or employees.
e. Contracted Services Object Code: 5800 Services rendered by personnel who are not employees. Not including the MCOE Business Service Fee noted below under Object Code 5800.

<u>The budgeting method for each of the following items is noted individually.</u>

f. Contracted Services MCOE Business Service Fee Object Code: 5800 MCOE is split out here due to its organizational importance. These costs are Projected at 3.5% of LCFF revenue multiplied by 70% (this represents the Function 2700 portion of these costs.
g. Communications Object Code: 5900 Costs of telephone/internet/mail and other methods of communication. Used the "Average Per ADA plus inflation method" discussed above.
h. Equipment (Cost over $5000) Object Code: 6400 Movable personal property with an estimated useful life of over 1 year and a value greater than $5000. None are anticipated at this time.

7. **Health Services – Function 3140 – Contracted Services** (See Budget Overview for specific figures.)

a. Used the "Average Per ADA plus inflation method" discussed above. These are nurse costs.

8. **Food Service – Function 4700** (See Budget Overview for specific figures.)

a. This cost is a new cost required in 19/20 by law AB 1871. The cost estimation method is illustrated on the Revenue Projection Schedule.

9. **Administrative Cost - Function 7000 – General Administration** (See Budget Overview for specific figures.)

a. Contracted Services – Auditors. Used the "Average Per ADA plus inflation method" discussed above.
b. Dues/Memberships – Estimated $1500 for General Administrative portion of cost plus inflation thereafter.
c. Insurance - Used the "Average Per ADA plus inflation method" discussed above.

d. FUSD Oversight Fee Object Code 5800 - This is based upon 1% of projected LCFF Revenues per year.
e. Contracted Services - MCOE Business Service Fee Object Code: 5800 MCOE is split out here due to its organizational importance. These costs are Projected at 3.5% of LCFF revenue multiplied by 30% (this represents the Function 7000 portion of these costs.

10. **Special Education - Function 7141**

	2020-21	2021-22	2022-23	2023-24	2024-25	
	Amount	Amount	Amount	Amount	Amount	Notes
Certificated Salaries	$ 61,296	$ 62,804	$ 64,373	$ 64,373	$ 65,597	SPED Coord (100% of allocation) and Other (50% of total cost)
Classified Salaries	$ 1,393	$ 1,422	$ 1,460	$ 1,499	$ 1,544	Admin Endeavor allocation X percentage of SPED
Employer-paid Benefits	$ 24,708	$ 24,532	$ 24,860	$ 24,578	$ 25,045	SPED Coord (100% of allocation) and Other (50% of total cost)
Books and Supplies	$ 43,000	$ 41,000	$ 39,000	$ 37,000	$ 35,000	Anticipated Costs
Services and Operating Expenses	$ 42,738	$ 43,672	$ 44,855	$ 46,071	$ 47,453	Includes Speech Therapist and Psych costs
Capital Outlay	$ -	$ -	$ -	$ -	$ -	
Total	$173,134	$173,431	$ 174,548	$ 173,521	$ 174,638	
Charter SELPA Allocation	$172,988	$172,988	$172,988	$172,988	$172,988	
General Fund Contribution	0.1%	0.3%	0.9%	0.3%	0.9%	
Sp Ed Pupil Count	19	19	19	19	19	
Cost per Pupil Count	$ 9,112	$ 9,128	$ 9,187	$ 9,133	$ 9,191	

11. **Revenue Less Expense** (Total -$16,908 for 20/21, $161,398 for 21/22, $152,479 for 22/23, $201,577 for 23/24, and $167,042 for 24/25)

a. 20/21 - Revenue Less Expense totals (.67%) of Budgeted Expenditures.
b. 21/22 - Revenue Less Expense totals 6.39% of Budgeted Expenditures.
c. 22/23 - Revenue Less Expense totals 5.96% of Budgeted Expenditures.
d. 23/24 - Revenue Less Expense totals 7.78% of Budgeted Expenditures.
e. 24/25 - Revenue Less Expense totals 6.37% of Budgeted Expenditures.

12. Cash Flow Considerations – Inter-fund Transfer

Due to the funding timeline for new charter schools it is anticipated that an Inter-fund transfer coming into Endeavor Charter School of approximately $600,000 will be required in July of 2020. This transfer will come from both Mountain Home School Charter in the amount of $465,000 and Glacier High School Charter in the amount of $135,000. This amount has already been set aside for this purpose. The payback of this transfer is projected to occur as follows:
$200,000 in 22/23
$200,000 in 24/24
$200,000 in 24/25

A request for a Charter School Revolving Loan Program loan may occur during the charter term. While this option may be useful and may occur, it is not considered necessary at this time.

Budget Narrative Appendix A - Revenue Projection Schedule

Revenue Categories		Year 1 2020-21 Operating Yr 1	Year 2 2021-22 Operating Yr 2	Year 3 2022-23 Operating Yr 3	Year 4 2023-24 Operating Yr 4	Year 5 2024-25 Operating Yr 5
State Aid Block Grant (LCFF)	8011	2,045,781	2,111,195	2,187,221	2,266,501	2,266,501
Education Protection Account "EPA" (LCFF)	8012	49,784	49,784	49,784	49,784	49,784
In Lieu Prop Tax (LCFF)	8096	243,187	243,187	243,187	243,187	243,187
Lottery (Instructional Materials)	8560	-	26,883	13,442	13,442	13,442
Lottery (for general instruction)		-	76,170	38,085	38,085	38,085
Mandate Block Grant	8550	-	5,667	5,667	5,667	5,667
One-time Funding	8550	-	-	-	-	-
Food Service AB 1871	8600-8799	-	-	-	-	-
Interest	8660	1,000	1,000	1,200	1,300	1,400
SPED Revenue	8600-8799	172,988	172,988	172,988	172,988	172,988
Total Revenue		**2,512,741**	**2,686,875**	**2,711,574**	**2,790,954**	**2,791,054**
LCFF Rev		**2,338,752**	**2,404,166**	**2,480,192**	**2,559,472**	**2,559,472**

LCFF Assumptions

Enrollment Projection	2020-21	2021-22	2022-23	2023-24	2024-25
Grades TK-3	96	96	96	96	96
Grades 4-6	71	71	71	71	71
Grades 7-8	37	37	37	37	37
Grades 9-12	50	50	50	50	50
	254	254	254	254	254

ADA Projection	2020-21	2021-22	2022-23	2023-24	2024-25
Grades TK-3	94.08	94.08	94.08	94.08	94.08
Grades 4-6	69.58	69.58	69.58	69.58	69.58
Grades 7-8	36.26	36.26	36.26	36.26	36.26
Grades 9-12	49.00	49.00	49.00	49.00	49.00
	248.92	248.92	248.92	248.92	248.92

	2020-21	2021-22	2022-23	2023-24	2024-25
Annual COLA Per CDE as of 8/19	3.00%	2.80%	3.16%	3.20%	N/A
Augmentation	0.0%	0.0%	0.0%	0.0%	N/A
Base Grants					
Grades TK-3	$ 7,933	$ 8,155	$ 8,413	$ 8,682	$ 8,682
Gardes 4-6	$ 8,053	$ 8,278	$ 8,540	$ 8,813	$ 8,813
Grades 7-8	$ 8,292	$ 8,524	$ 8,793	$ 9,074	$ 9,074
Grades 9-12	$ 9,609	$ 9,878	$ 10,190	$ 10,516	$ 10,516
Grade Span Adjustment					
Grades TK-3	$ 825	$ 848	$ 875	$ 903	$ 903
Grades 9-12	$ 250	$ 257	$ 265	$ 273	$ 273

In-Lieu Property Tax Projection

Fresno Unified SD Local Revenue 2018-19	65,444,482.00	
Fresno Unified ADA 2018-19	66,987.27	
Per ADA	976.97	Local Revenue divided by ADA

	2020-21	2021-22	2022-23	2023-24	2024-25
Per ADA	248.92	248.92	248.92	248.92	248.92
Total Projected Annual In-Lieu Prop Tax	243,187.11	243,187.11	243,187.11	243,187.11	243,187.11

Lottery

Calculated on Prior Year ADA
Based on Lottery Commission Estimates for 2019-20

	Plan Year 20/21 ADA	Op Year 1 21/22 ADA	Op Year 2 22/23 ADA	Op Year 3 23/24 ADA	Op Year 4 24/25 ADA	Amt Per ADA
Lottery (Instructional Materials) Prop 20	248.92	248.92	248.92	248.92	248.92	54.0
Lottery (for general instruction) Non-Prop 20	248.92	248.92	248.92	248.92	248.92	153.0

Received In Subsequent year with none in 1st Year of Op

	Op Year 1 2020-21	Op Year 2 2021-22	Op Year 3 2022-23	Op Year 4 2023-24	Op Year 5 2024-25	
Lottery (Instructional Materials)	$ -	$ 13,441.68				Prior Year Calc
		$ 13,441.68	$ 13,441.68	$ 13,441.68	$ 13,441.68	Current Year Calc
Lottery (General Instruction)	$ -	$ 38,084.76				Prior Year Calc
		$ 38,084.76	$ 38,084.76	$ 38,084.76	$ 38,084.75	Current Year Calc
	Total	$ 103,052.88	$ 51,526.44	$ 51,526.44	$ 51,526.44	

Mandate Block Grant

	20/21 ADA	21/22 ADA	22/23 ADA	23/24 ADA	24/25 ADA	Amt Per ADA
ADA K-8	199.92	199.92	199.92	199.92	199.92	$ 16.86
ADA 9-12	49.00	49.00	49.00	49.00	49.00	$ 46.87

	2020-21	2021-22	2022-23	2023-24	2024-25
Amount of Funding K-8		$ 3,370.65	$ 3,370.65	$ 3,370.65	$ 3,370.65
Amount of Funding 9-12		$ 2,296.63	$ 2,296.63	$ 2,296.63	$ 2,296.63
Total	$ -	$ 5,667.28	$ 5,667.28	$ 5,667.28	$ 5,667.28

Based on Prior Year ADA

Food Service

Based on 19-20 Eligiblity rates		2020-21	2021-22	2022-23	2023-24	2024-25
FRM Eligible Students Grades K-8	24.6%	248.92	248.92	248.92	248.92	248.92
FRM Eligible Students Grades 9-12	33.3%	19.39	19.39	19.39	19.39	19.39
Average of Total Population	31.2%					
Percentage actually utilizing breakfast plan 25%	7.8%					
Basic Breakfast Free $1.84/Reduced Price $1.54/Paid .31	Number of Lunches	19.39	19.39	19.39	19.39	19.39
Reimb. Rate based on 50% Free/50% Reduced	School Days	175.00	175.00	175.00	175.00	175.00
Average of Free and Reduced Price Reimbursement	Total Lunches	3,392.40	3,392.40	3,392.40	3,392.40	3,392.40
Payment per lunch	$ 1.69	$ -	$ -	$ -	$ -	$ -

Note: Not planning to seek reimbursement at this time. *19-20 Reimb Rate

Special Education Funding

Based on Fresno County SELPA Funding Calculator

	20/21 ADA	21/22 ADA	22/23 ADA	23/24 ADA	24/25 ADA	Amt Per ADA
ADA	248.92	248.92	248.92	248.92	248.92	$ 694.96

	2020-21	2021-22	2022-23	2023-24	2024-25
Amount of Funding	$172,988	$172,988	$172,988	$172,988	$172,988

Endeavor Charter School 7/1/2020-6/30/2021

Cash Flow

Year 1

			July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
A. BEGINNING CASH			-	487,620	324,736	44,329	717,853	514,490	294,804	503,445	283,759	294,767	301,197	295,181				
B. RECEIPTS																		
LCFF/Revenue Limit Sources																		
Principal Apport - State Aid	8011		-	-	-	756,939	-	-	368,241	-	184,120	184,120	184,120	184,120	184,120	-	2,045,781	2,045,781
Principal Apport - EPA	8012		-	-	-	12,446	-	-	12,446	-	-	12,445	-	-	12,446	-	49,784	49,784
Property Taxes	8020-8079		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In Lieu Property Taxes	8080-8099		-	-	-	63,229	19,455	19,455	19,455	19,455	34,046	17,023	17,023	17,023	17,023	-	243,187	243,187
Federal Revenue	8100-8299		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Revenue - Lottery	8300-8599		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Revenue - Mandate BG	8300-8599		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Local Revenue - SPED	8600-8799		-	-	-	64,376	-	-	31,318	-	15,659	15,659	15,659	15,659	15,659	-	173,988	173,988
Other Local Revenue - Food Service	8600-8799		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interfund Transfers In	8910-8929		600,000													-	600,000	-
All Other Financing Sources	8930-8979		-													-	-	-
TOTAL RECEIPTS			**600,000**	-	-	**896,989**	**19,455**	**19,455**	**431,459**	**19,455**	**233,825**	**229,248**	**216,802**	**216,802**	**229,248**	-	**3,112,741**	**2,512,741**
C. DISBURSEMENTS																		
Certificated Salaries	1000-1999		21,039	31,559	105,196	105,196	105,196	105,196	105,196	105,196	105,196	105,196	105,196	52,598	-	-	1,051,961	1,051,961
Classified Salaries	2000-2999		3,748	5,622	18,739	18,739	18,739	18,739	18,739	18,739	18,739	18,739	18,739	9,370	-	-	187,390	187,390
Employee Benefits	3000-3999		9,505	14,258	47,525	47,525	47,525	47,525	47,525	47,525	47,525	47,525	47,525	23,763	-	-	475,252	475,252
Books and Supplies	4000-4999		64,706	64,706	64,706	7,765	7,118	7,118	7,118	7,118	7,118	7,118	7,118	7,118	-	-	258,824	258,824
Food Expense	4000-4999		-	712	712	712	712	712	712	712	712	712	712	-	-	-	7,124	7,124
Services (including SPED)	5000-5999		10,882	43,528	43,528	43,528	43,528	59,851	43,528	59,851	43,528	43,528	43,528	65,292	-	-	544,097	544,097
Capital Outlay	6000-6599		2,500	2,500	-	-	-	-	-	-	-	-	-	-	-	-	5,000	5,000
Other Outgo	7000-7499															-	-	-
Interfund Transfers Out	7600-7629															-	-	-
All Other Financing Uses	7630-7699															-	-	-
TOTAL DISBURSEMENTS			**112,380**	**162,884**	**280,406**	**223,465**	**222,818**	**239,141**	**222,818**	**239,141**	**222,818**	**222,818**	**222,818**	**158,139**	-	-	**2,529,648**	**2,529,648**
D. BALANCE SHEET ITEMS																		
Assets																		
Prior Year Revenue Accruals																		
SUBTOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Liabilites																		
Prior Year Expense Accruals		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SUBTOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Nonoperating																		
Suspense Clearing																		
TOTAL BALANCE SHEET ITEMS		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
E. NET INCREASE/DECREASE (B-C+D)			487,620	(162,884)	(280,406)	673,524	(203,363)	(219,686)	208,641	(219,686)	11,007	6,430	(6,016)	58,663	229,248	-	583,092	
F. ENDING CASH (A+E)			487,620	324,736	44,329	717,853	514,490	294,804	503,445	283,759	294,767	301,197	295,181	353,844				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS																	583,092	

Year-To-Date Cash Flow		1-Year Period-to-Date Accrual to Cash		
Cash Received YTD	2,883,492	Revenue Less Expense	(16,908)	-0.7%
Cash Disbursed YTD	2,529,648	Less Cash Accrual as of 6/30/21	(229,248)	Accum. Net Fund Balance
Net Cash Flow YTD	353,844			Divided by Annual Expense
Adjustment for Interfund Transfer YTD	(600,000)	Interfund Transfer Balance	600,000	
Net Cash Adjusted for Interfund Tr YTD	(246,156)	Net Cash Flow as of 6/30/21	353,844	

Endeavor Charter School **7/1/2021-6/30/2022**

Cash Flow

Year 2

			July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
A. BEGINNING CASH			353,844	451,767	407,936	257,205	245,461	216,519	165,334	212,268	161,084	236,758	307,253	346,084				
B. RECEIPTS																		
LCFF/Revenue Limit Sources																		
Principal Apport - State Aid	8011		-	88,881	88,881	160,029	160,029	160,029	160,029	160,029	226,531	226,531	226,531	226,531	227,165	-	2,111,195	2,111,195
Principal Apport - EPA	8012		-	-	-	10,952	-	-	10,952	-	-	15,433	-	-	12,446	-	49,784	49,784
Property Taxes	8020-8079		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In Lieu Property Taxes	8080-8099		-	12,840	25,705	17,145	17,145	17,145	17,145	17,145	39,639	19,820	19,820	19,820	19,820	-	243,187	243,187
Federal Revenue	8100-8299		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Revenue - Lottery	8300-8599		-	-	-	-	-	-	70,591	-	-	16,231	-	-	16,231	-	103,053	103,053
Other State Revenue - Mandate BG	8300-8599		-	-	-	-	5,667	-	-	-	-	-	-	-	-	-	5,667	5,667
Other Local Revenue - SPED	8600-8799		-	7,655	7,655	13,745	13,745	13,745	13,745	13,745	18,008	18,008	18,008	18,008	17,921	-	173,988	173,988
Other Local Revenue - Food Service	8600-8799		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interfund Transfers In	8910-8929		-													-	-	-
All Other Financing Sources	8930-8979		-													-	-	-
TOTAL RECEIPTS			-	**109,377**	**122,242**	**201,871**	**196,586**	**190,918**	**272,462**	**190,918**	**284,179**	**296,023**	**264,359**	**264,359**	**293,582**	-	**2,686,875**	**2,686,875**
C. DISBURSEMENTS																		
Certificated Salaries	1000-1999		21,324	31,986	106,619	106,619	106,619	106,619	106,619	106,619	106,619	106,619	106,619	53,310	-	-	1,066,192	1,066,192
Classified Salaries	2000-2999		3,888	5,833	19,442	19,442	19,442	19,442	19,442	19,442	19,442	19,442	19,442	9,721	-	-	194,424	194,424
Employee Benefits	3000-3999		9,735	14,602	48,674	48,674	48,674	48,674	48,674	48,674	48,674	48,674	48,674	24,337	-	-	486,741	486,741
Books and Supplies	4000-4999		53,309	53,309	53,309	6,397	5,864	5,864	5,864	5,864	5,864	5,864	5,864	5,864	-	-	213,236	213,236
Food Expense	4000-4999		-	727	727	727	727	727	727	727	727	727	727	-	-	-	7,267	7,267
Services (including SPED)	5000-5999		11,050	44,201	44,201	44,201	44,201	60,777	44,201	60,777	44,201	44,201	44,201	66,302	-	-	552,517	552,517
Capital Outlay	6000-6599		2,550	2,550	-	-	-	-	-	-	-	-	-	-	-	-	5,100	5,100
Other Outgo	7000-7499															-	-	-
Interfund Transfers Out	7600-7629													-		-	-	-
All Other Financing Uses	7630-7699													-		-	-	-
TOTAL DISBURSEMENTS			**101,856**	**153,208**	**272,973**	**226,061**	**225,528**	**242,103**	**225,528**	**242,103**	**225,528**	**225,528**	**225,528**	**159,534**	-	-	**2,525,476**	**2,525,476**
D. BALANCE SHEET ITEMS																		
Assets																		
Prior Year Revenue Accruals		229,248	199,779			12,446					17,023							
SUBTOTAL		**229,248**	**199,779**	-	-	**12,446**	-	-	-	-	**17,023**	-	-	-	-	-	**229,248**	
Liabilites																		
Prior Year Expense Accruals		-	-	-	-	-	-	-	-	-	-	-	-	-			-	
SUBTOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Nonoperating																		
Suspense Clearing																		
TOTAL BALANCE SHEET ITEMS		**229,248**	**199,779**	-	-	**12,446**	-	-	-	-	**17,023**	-	-	-	-	-	**229,248**	
E. NET INCREASE/DECREASE (B-C+D)		229,248	97,923	(43,831)	(150,731)	(11,744)	(28,942)	(51,185)	46,934	(51,185)	75,674	70,495	38,831	104,825	293,582	-	390,647	
F. ENDING CASH (A+E)			451,767	407,936	257,205	245,461	216,519	165,334	212,268	161,084	236,758	307,253	346,084	450,908				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS																	744,490	

Year-To-Date Cash Flow		2-Year Period-to-Date Accrual to Cash		
Cash Received YTD	2,622,541	Revenue Less Expense	144,490	5.7%
Cash Disbursed YTD	2,525,476	Less Cash Accrual as of 6/30/22	(293,582)	Accum. Net Fund Balance
Net Cash Flow YTD	97,065			Divided by Annual Expense
Adjustment for Interfund Transfer YTD	-	Interfund Transfer Balance	600,000	
Net Cash Adjusted for Interfund Tfr YTD	97,065	Net Cash Flow as of 6/30/22	450,908	

Endeavor Charter School 7/1/2022-6/30/2023

Cash Flow

Year 3

			July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
A. BEGINNING CASH			450,908	592,511	548,810	396,884	412,490	385,144	335,262	329,432	279,550	364,860	435,496	481,166				
B. RECEIPTS																		
LCFF/Revenue Limit Sources																		
Principal Apport - State Aid	8011		-	91,426	91,426	164,479	164,479	164,479	164,479	164,479	236,220	236,220	236,220	236,220	237,095	-	2,187,221	2,187,221
Principal Apport - EPA	8012		-	-	-	10,952	-	-	10,952	-	-	15,433	-	-	12,446	-	49,784	49,784
Property Taxes	8020-8079		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In Lieu Property Taxes	8080-8099		-	12,840	25,705	17,145	17,145	17,145	17,145	17,145	39,639	19,820	19,820	19,820	19,820	-	243,187	243,187
Federal Revenue	8100-8299		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Revenue - Lottery	8300-8599		-	-	-	9,532	-	-	16,231	-	-	9,532	-	-	16,231	-	51,526	51,526
Other State Revenue - Mandate BG	8300-8599		-	-	-	-	5,667	-	-	-	-	-	-	-	-	-	5,667	5,667
Other Local Revenue - SPED	8600-8799		-	7,664	7,664	13,761	13,761	13,761	13,761	13,761	18,029	18,029	18,029	18,029	17,941	-	174,188	174,188
Other Local Revenue - Food Service	8600-8799		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interfund Transfers In	8910-8929		-													-	-	-
All Other Financing Sources	8930-8979		-													-	-	-
TOTAL RECEIPTS			-	111,930	124,795	215,869	201,052	195,385	222,568	195,385	293,888	299,034	274,068	274,068	303,533	-	2,711,574	2,711,574
C. DISBURSEMENTS																		
Certificated Salaries	1000-1999		21,547	32,320	107,734	107,734	107,734	107,734	107,734	107,734	107,734	107,734	107,734	53,867	-	-	1,077,341	1,077,341
Classified Salaries	2000-2999		3,966	5,950	19,832	19,832	19,832	19,832	19,832	19,832	19,832	19,832	19,832	9,916	-	-	198,323	198,323
Employee Benefits	3000-3999		9,827	14,740	49,134	49,134	49,134	49,134	49,134	49,134	49,134	49,134	49,134	24,567	-	-	491,341	491,341
Books and Supplies	4000-4999		54,296	54,296	54,296	6,515	5,973	5,973	5,973	5,973	5,973	5,973	5,973	5,973	-	-	217,183	217,183
Food Expense	4000-4999		-	741	741	741	741	741	741	741	741	741	741	-	-	-	7,412	7,412
Services (including SPED)	5000-5999		11,246	44,983	44,983	44,983	44,983	61,852	44,983	61,852	44,983	44,983	44,983	67,475	-	-	562,293	562,293
Capital Outlay	6000-6599		2,601	2,601	-	-	-	-	-	-	-	-	-	-	-	-	5,202	5,202
Other Outgo	7000-7499															-	-	-
Interfund Transfers Out	7600-7629													200,000		-	200,000	-
All Other Financing Uses	7630-7699													-		-	-	-
TOTAL DISBURSEMENTS			103,483	155,632	276,721	228,941	228,398	245,267	228,398	245,267	228,398	228,398	228,398	361,798	-	-	2,759,095	2,559,095
D. BALANCE SHEET ITEMS																		
Assets																		
Prior Year Revenue Accruals		293,582	245,085			28,677					19,820							
SUBTOTAL		293,582	245,085	-	-	28,677	-	-	-	-	19,820	-	-	-	-	-	293,582	
Liabilites																		
Prior Year Expense Accruals		-	-	-	-	-	-	-	-	-	-	-	-	-			-	
SUBTOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Nonoperating																		
Suspense Clearing																		
TOTAL BALANCE SHEET ITEMS		293,582	245,085	-	-	28,677	-	-	-	-	19,820	-	-	-	-	-	293,582	
E. NET INCREASE/DECREASE (B-C+D)		293,582	141,603	(43,701)	(151,926)	15,606	(27,346)	(49,882)	(5,830)	(49,882)	85,310	70,636	45,670	(87,730)	303,533	-	246,061	
F. ENDING CASH (A+E)			592,511	548,810	396,884	412,490	385,144	335,262	329,432	279,550	364,860	435,496	481,166	393,437				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS																	696,969	

Year-To-Date Cash Flow		3-Year Period-to-Date Accrual to Cash		
Cash Received YTD	2,701,623	Revenue Less Expense	296,969	11.6%
Cash Disbursed YTD	2,759,095	Less Cash Accrual as of 6/30/23	(303,533)	Accum. Net Fund Balance
Net Cash Flow YTD	(57,472)			Divided by Annual Expense
Adjustment for Interfund Transfer YTD	200,000	Interfund Transfer Balance	400,000	
Net Cash Adjusted for Interfund Tfr YTD	142,528	Net Cash Flow as of 6/30/23	393,437	

Endeavor Charter School 7/1/2023-6/30/2024

Cash Flow

Year 4

			July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
A. BEGINNING CASH			393,437	541,028	496,066	344,505	363,996	340,546	294,324	292,389	246,167	337,975	415,109	467,278				
B. RECEIPTS																		
LCFF/Revenue Limit Sources																		
Principal Apport - State Aid	8011		-	94,740	94,740	170,441	170,441	170,441	170,441	170,441	244,782	244,782	244,782	244,782	245,689	-	2,266,501	2,266,501
Principal Apport - EPA	8012		-	-	-	10,952	-	-	10,952	-	-	15,433	-	-	12,446	-	49,784	49,784
Property Taxes	8020-8079		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In Lieu Property Taxes	8080-8099		-	12,840	25,705	17,145	17,145	17,145	17,145	17,145	39,639	19,820	19,820	19,820	19,820	-	243,187	243,187
Federal Revenue	8100-8299		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Revenue - Lottery	8300-8599		-	-	-	9,532	-	-	16,231	-	-	9,532	-	-	16,231	-	51,526	51,526
Other State Revenue - Mandate BG	8300-8599		-	-	-	-	5,667	-	-	-	-	-	-	-	-	-	5,667	5,667
Other Local Revenue - SPED	8600-8799		-	7,669	7,669	13,769	13,769	13,769	13,769	13,769	18,039	18,039	18,039	18,039	17,952	-	174,288	174,288
Other Local Revenue - Food Service	8600-8799		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interfund Transfers In	8910-8929		-													-	-	-
All Other Financing Sources	8930-8979		-													-	-	-
TOTAL RECEIPTS			-	115,249	128,113	221,839	207,022	201,354	228,538	201,354	302,460	307,606	282,641	282,641	312,137	-	2,790,954	2,790,954
C. DISBURSEMENTS																		
Certificated Salaries	1000-1999		21,663	32,494	108,314	108,314	108,314	108,314	108,314	108,314	108,314	108,314	108,314	54,157	-	-	1,083,139	1,083,139
Classified Salaries	2000-2999		4,047	6,070	20,235	20,235	20,235	20,235	20,235	20,235	20,235	20,235	20,235	10,117	-	-	202,346	202,346
Employee Benefits	3000-3999		9,895	14,843	49,476	49,476	49,476	49,476	49,476	49,476	49,476	49,476	49,476	24,738	-	-	494,758	494,758
Books and Supplies	4000-4999		55,284	55,284	55,284	6,634	6,081	6,081	6,081	6,081	6,081	6,081	6,081	6,081	-	-	221,135	221,135
Food Expense	4000-4999		-	756	756	756	756	756	756	756	756	756	756	-	-	-	7,560	7,560
Services (including SPED)	5000-5999		11,403	45,611	45,611	45,611	45,611	62,715	45,611	62,715	45,611	45,611	45,611	68,416	-	-	570,133	570,133
Capital Outlay	6000-6599		5,153	5,153	-	-	-	-	-	-	-	-	-	-	-	-	10,306	10,306
Other Outgo	7000-7499															-	-	-
Interfund Transfers Out	7600-7629													200,000		-	200,000	-
All Other Financing Uses	7630-7699													-		-	-	-
TOTAL DISBURSEMENTS			107,444	160,211	279,675	231,025	230,472	247,576	230,472	247,576	230,472	230,472	230,472	363,509	-	-	2,789,377	2,589,377
D. BALANCE SHEET ITEMS																		
Assets																		
Prior Year Revenue Accruals		303,533	255,036			28,677					19,820							
SUBTOTAL		303,533	255,036	-	-	28,677	-	-	-	-	19,820	-	-	-	-	-	303,533	
Liabilites																		
Prior Year Expense Accruals		-	-	-	-	-	-	-	-	-	-	-	-	-	-		-	
SUBTOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Nonoperating																		
Suspense Clearing																		
TOTAL BALANCE SHEET ITEMS		303,533	255,036	-	-	28,677	-	-	-	-	19,820	-	-	-	-	-	303,533	
E. NET INCREASE/DECREASE (B-C+D)		303,533	147,592	(44,962)	(151,561)	19,491	(23,451)	(46,222)	(1,935)	(46,222)	91,808	77,134	52,169	(80,869)	312,137	-	305,110	
F. ENDING CASH (A+E)			541,028	496,066	344,505	363,996	340,546	294,324	292,389	246,167	337,975	415,109	467,278	386,409				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS																	698,546	

Year-To-Date Cash Flow	
Cash Received YTD	2,782,350
Cash Disbursed YTD	2,789,377
Net Cash Flow YTD	(7,027)
Adjustment for Interfund Transfer YTD	200,000
Net Cash Adjusted for Interfund Tfr YTD	192,973

4-Year Period-to-Date Accrual to Cash	
Revenue Less Expense	498,546
Less Cash Accrual as of 6/30/24	(312,137)
Interfund Transfer Balance	200,000
Net Cash Flow as of 6/30/24	386,409

	19.3%
Accum. Net Fund Balance Divided by Annual Expense	

Endeavor Charter School **7/1/2024-6/30/2025**

Cash Flow

Year 5

			July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
A. BEGINNING CASH			386,409	543,356	498,308	342,394	358,406	331,486	281,511	276,107	226,132	314,473	388,140	436,841				
B. RECEIPTS																		
LCFF/Revenue Limit Sources																		
Principal Apport - State Aid	8011		-	94,740	94,740	170,441	170,441	170,441	170,441	170,441	244,782	244,782	244,782	244,782	245,689	-	2,266,501	2,266,501
Principal Apport - EPA	8012		-	-	-	10,952	-	-	10,952	-	-	15,433	-	-	12,446	-	49,784	49,784
Property Taxes	8020-8079		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
In Lieu Property Taxes	8080-8099		-	12,840	25,705	17,145	17,145	17,145	17,145	17,145	39,639	19,820	19,820	19,820	19,820	-	243,187	243,187
Federal Revenue	8100-8299		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Revenue - Lottery	8300-8599		-	-	-	9,532	-	-	16,231	-	-	9,532	-	-	16,231	-	51,526	51,526
Other State Revenue - Mandate BG	8300-8599		-	-	-	-	5,667	-	-	-	-	-	-	-	-	-	5,667	5,667
Other Local Revenue - SPED	8600-8799		-	7,673	7,673	13,777	13,777	13,777	13,777	13,777	18,049	18,049	18,049	18,049	17,962	-	174,388	174,388
Other Local Revenue - Food Service	8600-8799		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interfund Transfers In	8910-8929		-													-	-	-
All Other Financing Sources	8930-8979		-													-	-	-
TOTAL RECEIPTS			-	115,253	128,118	221,847	207,030	201,362	228,546	201,362	302,471	307,616	282,651	282,651	312,147	-	2,791,054	2,791,054
C. DISBURSEMENTS																		
Certificated Salaries	1000-1999		21,960	32,940	109,801	109,801	109,801	109,801	109,801	109,801	109,801	109,801	109,801	54,900	-	-	1,098,005	1,098,005
Classified Salaries	2000-2999		4,166	6,249	20,830	20,830	20,830	20,830	20,830	20,830	20,830	20,830	20,830	10,415	-	-	208,298	208,298
Employee Benefits	3000-3999		9,998	14,998	49,992	49,992	49,992	49,992	49,992	49,992	49,992	49,992	49,992	24,996	-	-	499,920	499,920
Books and Supplies	4000-4999		56,271	56,271	56,271	6,753	6,190	6,190	6,190	6,190	6,190	6,190	6,190	6,190	-	-	225,085	225,085
Food Expense	4000-4999		-	771	771	771	771	771	771	771	771	771	771	-	-	-	7,711	7,711
Services (including SPED)	5000-5999		11,592	46,366	46,366	46,366	46,366	63,754	46,366	63,754	46,366	46,366	46,366	69,550	-	-	579,580	579,580
Capital Outlay	6000-6599		2,706	2,706	-	-	-	-	-	-	-	-	-	-	-	-	5,412	5,412
Other Outgo	7000-7499															-	-	-
Interfund Transfers Out	7600-7629													200,000		-	200,000	-
All Other Financing Uses	7630-7699													-		-	-	-
TOTAL DISBURSEMENTS			106,693	160,302	284,031	234,512	233,950	251,337	233,950	251,337	233,950	233,950	233,950	366,051	-	-	2,824,012	2,624,012
D. BALANCE SHEET ITEMS																		
Assets																		
Prior Year Revenue Accruals		312,137	263,640			28,677					19,820							
SUBTOTAL		312,137	263,640	-	-	28,677	-	-	-	-	19,820	-	-	-	-	-	312,137	
Liabilites																		
Prior Year Expense Accruals		-	-	-	-	-	-	-	-	-	-	-	-	-				
SUBTOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Nonoperating																		
Suspense Clearing																		
TOTAL BALANCE SHEET ITEMS		312,137	263,640	-	-	28,677	-	-	-	-	19,820	-	-	-	-	-	312,137	
E. NET INCREASE/DECREASE (B-C+D)		312,137	156,947	(45,048)	(155,913)	16,012	(26,920)	(49,975)	(5,404)	(49,975)	88,341	73,667	48,701	(83,400)	312,147	-	279,179	
F. ENDING CASH (A+E)			543,356	498,308	342,394	358,406	331,486	281,511	276,107	226,132	314,473	388,140	436,841	353,441				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS																	665,589	

Year-To-Date Cash Flow	
Cash Received YTD	2,791,044
Cash Disbursed YTD	2,824,012
Net Cash Flow YTD	(32,968)
Adjustment for Interfund Transfer YTD	200,000
Net Cash Adjusted for Interfund Tfr YTD	167,032

5-Year Period-to-Date Accrual to Cash	
Revenue Less Expense	665,589
Less Cash Accrual as of 6/30/25	(312,147)
Interfund Transfer Balance	-
Net Cash Flow as of 6/30/25	353,441

25.4%	
Accum. Net Fund Balance	
Divided by Annual Expense	

Schedule of Cash Flow Assumptions

Revenue

2020/21 Operating Year 1

Revenue	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total	Comment
State Aid	0.00%	0.00%	0.00%	37.00%	0.00%	0.00%	18.00%	0.00%	9.00%	9.00%	9.00%	9.00%	9.00%	100.00%	Statutory payment schedule with delay in initial payment until October
EPA	0.00%	0.00%	0.00%	25.00%	0.00%	0.00%	25.00%	0.00%	0.00%	25.00%	0.00%	0.00%	25.00%	100.00%	Statutory payment schedule
In Lieu Property Taxes	0.00%	0.00%	0.00%	26.00%	8.00%	8.00%	8.00%	8.00%	14.00%	7.00%	7.00%	7.00%	7.00%	100.00%	Regular payment schedule with delay until October for 1st payment
Lottery	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	No Lottery payments in first year.
Mandate Block Grant	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	No Mandate Block Grant Payments in first year.
SPED	0.00%	0.00%	0.00%	37.00%	0.00%	0.00%	18.00%	0.00%	9.00%	9.00%	9.00%	9.00%	9.00%	100.00%	Regular payment schedule with delay until October for 1st payment
Food Service	0.00%	0.00%	0.00%	0.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	20.00%	100.00%	Assumes equal monthly payments; two month delay

2021/22 Operating Year 2

Revenue	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total	Comment
State Aid	0.00%	4.21%	4.21%	7.58%	7.58%	7.58%	7.58%	7.58%	10.73%	10.73%	10.73%	10.73%	10.76%	100.00%	Statutory payment schedule adjusted for ADA growth received March through June.
EPA	0.00%	0.00%	0.00%	22.00%	0.00%	0.00%	22.00%	0.00%	0.00%	31.00%	0.00%	0.00%	25.00%	100.00%	Statutory payment schedule with adjustment for ADA growth payment in April
In Lieu Property Taxes	0.00%	5.28%	10.57%	7.05%	7.05%	7.05%	7.05%	7.05%	16.30%	8.15%	8.15%	8.15%	8.15%	100.00%	Regular payment schedule with increase in March through June for ADA growth.
Lottery	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	68.50%	0.00%	0.00%	15.75%	0.00%	0.00%	15.75%	100.00%	1st year amount plus 1st quarter of 2nd year in December. October and accrual reflect remainder owed.
Mandate Block Grant	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	Whole amount owed paid in November. Based on prior year ADA.
SPED	0.00%	4.40%	4.40%	7.90%	7.90%	7.90%	7.90%	7.90%	10.35%	10.35%	10.35%	10.35%	10.30%	100.00%	Regular payment schedule with increase in March through June for ADA growth.
Food Service	0.00%	0.00%	0.00%	0.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	20.00%	100.00%	2 month delay in receiving reimbursements for food service costs

2022/23 - 2024/25 Operating Years 3 - 5

Revenue	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total	Comment
State Aid	0.00%	4.18%	4.18%	7.52%	7.52%	7.52%	7.52%	7.52%	10.80%	10.80%	10.80%	10.80%	10.84%	100.00%	Statutory payment schedule adjusted for ADA growth received March through June.
EPA	0.00%	0.00%	0.00%	22.00%	0.00%	0.00%	22.00%	0.00%	0.00%	31.00%	0.00%	0.00%	25.00%	100.00%	Statutory payment schedule with adjustment for ADA growth payment in April
In Lieu Property Taxes	0.00%	5.28%	10.57%	7.05%	7.05%	7.05%	7.05%	7.05%	16.30%	8.15%	8.15%	8.15%	8.15%	100.00%	Regular payment schedule with increase in March through June for ADA growth.
Lottery	0.00%	0.00%	0.00%	18.50%	0.00%	0.00%	31.50%	0.00%	0.00%	18.50%	0.00%	0.00%	31.50%	100.00%	Prop 20 (restricted) paid in June/Sept and Non-Prop 20 (unrestricted) paid each quarter
Mandate Block Grant	0.00%	0.00%	0.00%	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	Whole amount owed paid in November. Based on prior year ADA.
SPED	0.00%	4.40%	4.40%	7.90%	7.90%	7.90%	7.90%	7.90%	10.35%	10.35%	10.35%	10.35%	10.30%	100.00%	Regular payment schedule with increase in March through June for ADA growth.
Food Service	0.00%	0.00%	0.00%	0.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	20.00%	100.00%	Assumes equal monthly payments; two month delay

Expenses

2020/21 - 2024/25 All Operating Years

Expenses	July	August	September	October	November	December	January	February	March	April	May	June	Accruals	Total	Comment
Certificated Salaries	2.00%	3.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	5.00%	0.00%	100.00%	Based on most costs in September through May and remainder in other months
Classified Salaries	2.00%	3.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	5.00%	0.00%	100.00%	Based on most costs in September through May and remainder in other months
Employee Benefits	2.00%	3.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	5.00%	0.00%	100.00%	Based on most costs in September through May and remainder in other months
Books and Supplies	25.00%	25.00%	25.00%	3.00%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	0.00%	100.00%	75% of costs in first three months of FY, remainder divided equally amonth the other months
Services (Including Audit/Insurance)	2.00%	8.00%	8.00%	8.00%	8.00%	11.00%	8.00%	11.00%	8.00%	8.00%	8.00%	12.00%	0.00%	100.00%	December, Feb and June with spikes for Audit and insurances costs, other costs spread out
Food Service	0.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	0.00%	0.00%	100.00%	Assumes equal monthly costs August through May conservatively
Business Services/Oversight Fees	0.00%	0.00%	25.00%	0.00%	0.00%	25.00%	0.00%	0.00%	25.00%	0.00%	0.00%	25.00%	0.00%	100.00%	Based on quarterly charges
Capitol Outlay	50.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	Front loaded in first 2 months of fiscal year conservatively

Endeavor Charter School
Facilities Plan

Overview:

This is a general description of our current facility which meets our current and anticipated need.
The current facility is located at 777 and 723 West Shaw, Fresno CA 93704.

Facility Needs:

Based upon the number of students, teachers, classes, and class schedule, we estimate that we need approximately 8000 square feet. The space will be comprised of the following:

6 classrooms of approximately 300 to 500 sf per classroom	2700	sf
1 Library of approximately 500 sf	500	sf
1 Parent/Student resource room approximately 200 sf	200	sf
18 Teacher office spaces of approximately 100 sf per office	1800	sf
2 School Site Administrator Offices of approximately 120 sf per office	440	sf
Staff Lounge areas of approximately 200 sf	200	sf
6 Bathrooms of approximately 50 sf per bathroom	300	sf
1 Reception area of approximately 400 sf	400	sf
1 Additional reception area of approximately 200 sf	200	sf
Custodial storage areas of approximately 100 sf	100	sf
Curriculum storage areas of approximately 500 SF	500	sf
General Supply rooms of approximately 150 sf	150	sf
Circulation/Hallways	500	sf
Total	**7990**	**sf**

Outside/Recreational Space:

A general landscaped open spaces of approximately 1500 square feet.

Parking Facilities:
Number of parking spaces required:
Number of Staff: 20* *Maximum onsite at any 1 time
Students: 300*/20=15 *Based on Charter Year 4 Maximum ADA Projected
Total: 35
Parking Area Square Feet Required:
65 Feet Wide by (35 X.5=17.5X9=157.5) 65 X 157.5 = 10,237.5 SF (approximately 1/4 acre) of parking
Parking Space minimum is 18 x 9 normal 18+18+26 aisle = 62 using 65 for curbs bumpers etc. Code says 1 space per employee and 1 for each 20 students.

Endeavor Charter School
Additional Facility Plan

Overview:

This is a general description of our proposed facility which meets our anticipated need. **The prospective facility is located at 50 E. Santa Ana Ave., Fresno CA 93704.**

Facility Needs:

Based upon the number of students, teachers, classes, and class schedule, we estimate that we need approximately 7500 - 8000 square feet. The space will be comprised of the following:

5 classrooms of approximately 600 sf per classroom
3000 sf
1 Parent/Student curriculum room approximately 500 sf
500 sf
2 Divided Rooms for Teacher office spaces of approximately 450 sf 900 sf
4 Bathrooms of approximately 250 sf per bathroom
1000 sf
1 Reception area of approximately 200 sf
200 sf
1 Storage area of approximately 200 sf
200 sf
1 Shared Conference Space approximately 990 sf
990 sf
Custodial storage areas of approximately 300 sf
350 sf
Circulation/Hallways
750 sf

Total 7,890 sf

Outside/Recreational Space:
A general open field space of approximately 30,000 square feet.
A playground with structures of approximately 9,000 square feet.

Parking Facilities:
Currently marked with concrete curb bumpers
117 General use and marked spaces available
9 Accessible Parking Spaces

With a 9' standard for parking spaces, this equates to 1,134 linear feet with approx. 20' wide access ways

4897-6256-0616, v. 2

RESOLUTION OF THE BOARD OF DIRECTORS
WESTERN SIERRA CHARTER SCHOOLS
A California Public Benefit Corporation
Resolution No. #2025-2026-01

RESOLUTION AUTHORIZING CHARTER MATERIAL REVISION

WHEREAS, the Board of Directors ("Board") of Western Sierra Charter Schools, which operates Endeavor Charter School ("ECS" or "the Charter School"), finds it in the best interest of the Charter School and in furtherance of its educational and public purposes to submit a material revision of the ECS charter as authorized by the Fresno Unified School District (the "District") and provided for in Education Code Section 47607; and

WHEREAS, the Board has reviewed a request for material revision and supporting documentation ("Material Revision") to enter a lease at 50 E. Santa Ana Ave., Fresno, CA 93704 to expand the Charter School's operations and better serve the current enrollment; and

WHEREAS, the District requires the Charter School to submit a request for material revision for the above desired property lease, as well as evidence that the Board has authorized the Charter School to submit the request for material revision and supporting documentation.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors hereby approves the submission and authorizes the Charter School's leadership to submit a request for material revision and supporting documentation to the District taking effect upon successful completion of the lease to further fulfill the mission and vision of the Charter School.

* * *

PASSED AND ADOPTED by the Western Sierra Charter Schools Board of Directors on this 29th day of October, 2025.

AYES: 5

NOES: 0

ABSTAIN: 0

ABSENT: 0

Holli Shipp, Secretary
Western Sierra Charter Schools Board of Directors

(Mary Mello) Lisa Patrkowsky

Kody Hoig

Fresno Unified School District

Material Revision Petitioner Certification Form

(TO BE USED FOR A REQUEST FOR MATERIAL REVISION TO A FRESNO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION-AUTHORIZED CHARTER)

This form constitutes the petitioner's signed certification that the petitioner deems the petition to be complete for purposes of commencing the timelines, as specified in Education Code §47605(b).

(MUST BE COMPLETED AND SIGNED BY PETITIONER)

Instructions to Lead Petitioner
1. Complete and sign this Petitioner Certification Form.
2. Submit the completed Material Revision per the Charter School Petition Material Revision instructions and all other required documents with the charter petition to Fresno Unified School District – Charter Office.

(A) The petition includes a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and has been updated as necessary to reflect the current program offered by the charter school.	☑ YES	☐ NO
(B) The petition includes the requested material changes to the charter, including but not limited to: changes in location and changes in grades served.	☑ YES	☐ NO
(C) The petition includes a redlined version indicating all changes to the petition from when the petition was originally granted or last renewed. (See page 8 of Charter School Petition Material Revision for formatting instructions prior to submission).	☑ YES	☐ NO
(D) The petition includes all other required documents listed within the Charter School Petition Material Revision Instructions beginning with a letter addressed to the Fresno Unified School District Board of Education requesting a material revision to the charter. (See pages 5 and 6 of Charter School Petition Material Revision instructions prior to submission).	☑ YES	☐ NO

I hereby certify in accordance with Education Code Section 47605(b) that the attached petition, including any appendices and attachments, is deemed complete and the terms of this certification form are true and correct. I understand and acknowledge that failure to provide accurate or complete information may subject the materially revised charter to denial or revocation if later discovered and the omission/inaccuracy is material.

Name of Charter School: ENDEAVOR CHARTER SCHOOL

Name & Title of Lead Petitioner	DATE	Signature of Lead Petitioner
MICHAEL COX	11/3/2025	

Name & Title of Fresno Unified Personnel Receiving Petition	DATE	Signature of Fresno Unified Personnel Receiving Petition
Felicia Olais, Director	11-3-25	

RECEIVED DATE STAMP:

RECEIVED
NOV 03 2025
Fresno Unified School District
Charter Office

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: ADOPT

TITLE AND SUBJECT: Adopt Findings of Fact and Recommendations of District Administrative Board

ITEM DESCRIPTION: 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 December 10, 2025.

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

PREPARED BY: Carlos Castillo, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

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

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: DECEMBER 17, 2025

ACTION REQUESTED: ADOPT

TITLE AND SUBJECT: Adopt Resolution 26-01, to Establish Compatibility, Uniformity and Standardization of Specific Products and Equipment for Use Throughout the District

ITEM DESCRIPTION: Included in the Board material is Resolution 26-01, to establish consistency of maintenance, conformity of design and compatibility of existing systems in construction projects. By adopting the resolution, and pursuant to Public Contract Code 3400(c)(2), the Board finds that it is in the best interest of the district to standardize the products and equipment listed in Exhibit A-1 and Exhibit A-2 to match other products and equipment in use throughout the district. Standardization of products and equipment is part of a larger initiative to create a District Design Guide to ensure district requirements are consistently and thoroughly communicated to architects/engineers. Bid documents will specify the products and equipment listed in Exhibit A-1 and Exhibit A-2 by brand or trade name and not allow for substitutes.

Standardization is an industry standard best practice with the following benefits:

- Reduce pricing due to combined volume of districtwide purchases
- Reduce design issues when architect/engineer can design specific equipment
- Reduce delays in construction of projects by avoiding design review resubmittal
- Reduce the need to stock more than one brand of product/equipment
- Reduce additional staff training required on systems, along with reducing the need to subcontract services and repair work to an outside source in emergency situations, minimizing downtime of critical systems
- Increase reliability of product/equipment by allowing the district to specify proven items
- Increase consistent and cost-effective maintenance by reducing operating and repair costs
- Simplify coordination, tracking and servicing of warranties for designated products
- Allow for spare/salvaged parts to be used to repair and replace existing equipment
- Maintain compatibility of existing software programs and computer hardware currently utilized by the district

The district will retain the option to specify specialized products and equipment to meet the needs of individual projects such as the improvement of historic buildings or to provide distinct features.

FINANCIAL SUMMARY: Adopting the resolution results in no direct financial impact; pricing for products and equipment will be 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

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

SUPERINTENDENT
Mao Misty Her

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

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

In the Matter of Establishing Compatibility, Uniformity and Standardization of Specific Products and Equipment

RESOLUTION No. 26-01

WHEREAS, pursuant to California Public Contract Code section 3400 ("PCC § 3400) and other applicable law, the Fresno Unified School District ("District") wishes to establish uniform, complete and compatible products and equipment in its bids or requests for price/proposals to various suppliers/contractors in furtherance of the District's program to operate, modernize or construct school facilities within the District and to best serve the District's administrative and educational purposes; and

WHEREAS, PCC § 3400 states that a school district cannot limit the bidding, directly or indirectly, to any one specific concern, when letting contracts for the construction, alteration, or repair of public works; and

WHEREAS, PCC § 3400 states that its restrictions on specifying only one specific brand or trade name are inapplicable if the District makes a finding that is described in the invitation for bids that a particular product or equipment is designated by specific brand or trade name for any of the purposes including matching other products or equipment in use on a particular public improvement either completed or in the course of completion (PCC § 3400(c)(2)); and

WHEREAS, on all future District modernization and new construction projects or requests for materials pricing/service proposals the district desires to specify the following products and equipment listed in Exhibit A-1 and Exhibit A-2 as the only acceptable products and equipment because these products and equipment, pursuant to PCC § 3400(c)(2):

a. Have been provided and are currently in use throughout the district as a result of prior Board of Education awarded contracts; and

b. Are needed to match other product(s) in use on other District public improvement(s) either completed or in the course of completion; and

WHEREAS the District's existing facilities already utilize the specific products/brands identified in Exhibit A-1 and Exhibit A-2. The district's intent is to match those existing systems and products currently in the district and to avoid the cost of designing and engineering systems that may not be compatible, could never be made compatible or could only be made compatible after expending considerable District resources and funds; and

WHEREAS, the District has determined that due to the compatibility issues which arise with systems and products listed above, the only manufacturers who may provide products are those as set forth in these documents unless overwhelming circumstances may be presented that other manufacturers can provide completely identical and compatible products; and

NOW, THEREFORE, BE IT RESOLVED: the Governing Board of the Fresno Unified School District hereby finds, determines, declares, orders and resolves as follows:

Section 1. That the above recitals are true and correct.

Section 2. That the listed products and equipment in Exhibit A-1 and Exhibit A-2 are the only acceptable products and equipment for construction, alteration or repair of District facilities, or request for products or equipment pricing proposals.

Section 3. That the District shall designate/list in its invitation to bid for all District modernization and new construction projects, or in its requests for materials pricing proposals, the listed products and equipment in Exhibit A-1 and Exhibit A-2 as the only acceptable products and equipment and describe the purposes for the designation listed in the above recitals.

Section 4. That the District's Superintendent and/or his or her designee is authorized pursuant to this Resolution to take any action necessary to carry out, give effect to, and comply with the terms and intent of this Resolution.

ADOPTED this 17th day of December 2025 by the Board of Education of Fresno Unified School District, by the following vote:

AYES: ____
NOES: ____
ABSENT: ____

_____ _____

Valerie F. Davis, Board President Mao Misty Her, Superintendent

EXHIBIT "A-1" STANDARDIZATION LIST - MANUFACTURERS' PRODUCTS/EQUIPMENT					Part Number	
Item	CSI Division	Specification Division Description	Manufacturer Brand	Product or Equipment	Part or Model	Description & Use
1	8	OPENINGS	Hager - Roton	Door Hardware	Refer to Exhibit "A-2"	Hinges for new doors and retrofit installations
2	8	OPENINGS	LCN	Door Hardware	LCN 4011-4111	Door Closer for exterior, corridor, and secure entries
3	8	OPENINGS	Schlage	Door Hardware / Panic hardware	Refer to Exhibit "A-2"	Door Hardware for interior classrooms, offices, and restrooms
4	8	OPENINGS	Von Duprin	Door Hardware	Refer to Exhibit "A-2"	Removable Mullions for exterior and exiting doors
5	9	FINISHES	Bona	Floor - Supercourt with Crosslink	WT762055008	Gym Floor finish
6	9	FINISHES	Burke	Floor - Rubber Top Set Base	4" Cove Base #4CV	4" Rubber Top Set Base at hard floors
7	9	FINISHES	Tarkett	Floor- Carpet & Carpet Base; Walk-Off Mat Tile	Vinyl Cushion RS; Abrasive Action Power Bond Cushion	Classrooms, Office Spaces, Libraries, and Exterior Entries to carpeted areas
8	10	TOILET ROOM ACCESSORIES	World Dryer	Electrical Hand Dryers		
9	11	EQUIPMENT	All American Scoreboards	Scoreboards	Refer to Exhibit "A-2"	Gymnasiums and Athletic Fields scoreboards
10	11	EQUIPMENT	Geneon	Custodial Cleaning System	INT01 InstaflowClean Station	Custodial Cleaning Equipment
11	22	PLUMBING	Chicago	Faucet	Refer to Exhibit "A-2"	Lavatories, classroom, kitchen Faucets
12	22	PLUMBING	Haws	Drinking Fountains, Faucets, Flush Valves	Refer to Exhibit "A-2"	High-Low Wall Drinking Fountain; Valves for faucets, toilets, urinals
13	22	PLUMBING	Just	Sink	CRA-ADA-1931-A-GR	Classroom Sink
14	22	PLUMBING	Kohler	Sink, Toilets, Urinal	Refer to Exhibit "A-2"	Lavatories, Toilets, Urinal
15	22	PLUMBING	Murdock	Drinking Fountains	Refer to Exhibit "A-2"	Drinking Fountain (Chilled) & Hydration Stations
16	22	PLUMBING	Navien	Water Heaters	NPE 180A2, NPE 210A2, NPE 240A2	Tankless Water Heater
17	22	PLUMBING	Toto Eco Drake	Toilets	CST776CEF	Toilet Fixture for Water Closet (two-piece)
18	22	PLUMBING	Sloan	Flush Valves	Refer to Exhibit "A-2"	Toilet/Urinal flush valves for restrooms
19	22	PLUMBING	American Standard	Toilets	Refer to Exhibit “A-2”	Toilets

20	22	PLUMBING	Zurn	Lavatories	Z5350	For use in small spaces, when the typical fixture is too large for the space
21	23	HVAC	Allen Bradley	Variable Frequency Drives (VFDs)	*Refer to Exhibit "A-2"*	Variable Frequency Drives (VFDs)
22	25	BUILDING AUTOMATION	Shneider Electric	General Purpose Power Relays	*Refer to Exhibit "A-2"*	General Purpose Power Relays for BAS
23	25	BUILDING AUTOMATION	Johnson Controls / Belimo	Control Valves, Actuators, &Temperature Sensors	Refer to Exhibit "A-2"	Building Automation / Energy Management System
24	27	COMMUNICATIONS	AEI Communications	Analog Phones	AKD-5100	Classroom Analog Phones
25	27	COMMUNICATIONS	CareHawk	Public Address intercom System	Refer to Exhibit "A-2"	Paging, Intercom, Districtwide Alerts
26	27	COMMUNICATIONS	Cisco	Telephone Equipment / Wireless Access Points	Refer to Exhibit "A-2"	Phones / Staff-Student Wireless Access to the Network
27	27	COMMUNICATIONS	Clinton Electronics & Verkada	Video Cameras, DVRs, Monitors	Refer to Exhibit "A-2"	Video Security Monitoring System
28	27	COMMUNICATIONS	Digital Monitoring Products (DMP)	Entre Monitoring Software / Intrusion Detection System	Refer to Exhibit "A-2"	Monitoring Software & Components for Fire Alarm System / Intrusion Control Panel and Devices
29	28	ELECTRONIC SAFETY & SECURITY	Gentex	Fire Alarm System	Refer to Exhibit "A-2"	Fire & Security System notification devices
30	27	COMMUNICATIONS	Microsoft	Wireless Display Adapter	P3Q-00001	Classroom Technology
31	27	ELECTRONIC SAFETY & SECURITY	Potter Fire Alarm	Emergency Audio Evacuation System	Refer to Exhibit "A-2"	Fire Alarm Control Panel and components / Emergency Audio Evacuation components
32	27	COMMUNICATIONS	Sapling	Wireless Synchronized Clock System	Refer to Exhibit "A-2"	schedule and schools public address intercom system
33	27	ELECTRONIC SAFETY & SECURITY	System Sensor	Fire Alarm System devices	Refer to Exhibit "A-2"	Fire System detection devices
34	26	ELECTRICAL			Refer to Exhibit "A-2"	Lights and Lighting Controls
35	32	EXTERIOR IMPROVEMENTS	Rainmaster	Irrigation Controller	Refer to Exhibit "A-2"	Landscape Irrigation
36	32	EXTERIOR IMPROVEMENTS	Toro	Irrigation Controller	EGP48i-SPED	Landscape Irrigation
37	32	EXTERIOR IMPROVEMENTS	Watertronics	Irrigation Booster Pump	WMBV5000220480338080 VFD/CNTRL	Landscape Irrigation

EXHIBIT "A-2"

Item	CSI Division	Specification Division Description	Manufacturer Brand	Product or Equipment	Part or Model	Description & Use
1	8	OPENINGS	Hager - Roton	Door Hardware	780-054 HD	Continuous hinge (Modernization Projects)
1	8	OPENINGS	Hager - Roton	Door Hardware	BB1168 4.5 x 4.5 NRP	Ball Bearing hinge (New Interior Doors)
1	8	OPENINGS	Hager - Roton	Door Hardware	BB1168-SS pin 4.5 x 4.5 NRP	Ball Bearing hinge with stainless steel pin (New Exterior Doors)
3	8	OPENINGS	Schlage	Door Hardware	ND40PD OS-OCC RHO 626	Lockset - Single Use Nurse Restroom
3	8	OPENINGS	Schlage	Door Hardware	ND50PD RHO 626	Lockset - Interior Offices Lockets with Push button locking
3	8	OPENINGS	Schlage	Door Hardware	ND73PD OS-OCC RHO 626	Lockset – Interior Single Stall Student Restroom with outside trim indicator
3	8	OPENINGS	Schlage	Door Hardware	ND78PD IS-CRS RHO 626	Lockset – Interior Classroom Doors with inside trim indicator
3	8	OPENINGS	Schlage	Door Hardware	ND80PD RHO 626	Lockset – Interior Multi-Stall Staff Restrooms, Custodian, Technology & Electrical
3	8	OPENINGS	Schlage	Door Hardware	ND85PD RHO 626	Lockset – Interior and Exterior Single-Use Staff Restrooms
3	8	OPENINGS	Schlage	Door Hardware	ND98PD IS-CRS RHO 626	Lockset – Exterior in-swinging lockset
4	8	OPENINGS	Von Duprin	Door Hardware	KR 16/4954B	Mullion
4	8	OPENINGS	Von Duprin	Door Hardware	SP28 L/SRIKE	Mullion
4	8	OPENINGS	Von Duprin	Door Hardware	MT54	Storage Kit
4	8	OPENINGS	Von Duprin	Door Hardware	AX22-21ONL-SP28-299 GBK with Hex Key Dogging and	Exit Device – Used at exterior doors
4	8	OPENINGS	Von Duprin	Door Hardware	AX98-L-F-2 US26D	Panic device – Used at Fire Rated conditions

Item	CSI Division	Specification Division Description	Manufacturer Brand	Product or Equipment	Part or Model	Description & Use
9	11	EQUIPMENT	All American Scoreboards	Scoreboards	BK9082TOL	5' x 8' inside basketball/volleyball scoreboard
9	11	EQUIPMENT	All American Scoreboards	Scoreboards	BK9107TOL	7' x 10' inside basketball/volleyball scoreboard

9	11	EQUIPMENT	All American Scoreboards	Scoreboards	BA9220ABHE	8' x 22' baseball & softball scoreboard

Item	CSI Division	Specification Division Description	Manufacturer Brand	Product or Equipment	Part or Model	Description & Use
11	22	PLUMBING	Chicago	Faucet	802-ABCP	Lavatories Faucets (Hot/Cold)
11	22	PLUMBING	Chicago	Faucet	3400-ABCP	Student Lavatories Faucets (Push-button, Metering)
11	22	PLUMBING	Chicago	Faucet	1895-E35ABCP	Kitchen Faucets
11	22	PLUMBING	Chicago	Faucet	510GXKCAB	Kitchen Faucets (Sprayer)
11	22	PLUMBING	Chicago	Faucet	350-EABCPCP	Classroom Faucets (Cold Only)
11	22	PLUMBING	Chicago	Faucet	50-E35ABCP	Classroom Faucets (Hot/Cold)

Item	CSI Division	Specification Division Description	Manufacturer Brand	Product or Equipment	Part or Model	Description & Use
12	22	PLUMBING	Haws	Drinking Fountains	S.S. 1119.14	High-Low Wall Drinking Fountain (ADA Compliance)
12	22	PLUMBING	Haws	Drinking Fountains	3300 Free Standing /Green color	Drinking Fountain (Free Standing) Athletic Fields
12	22	PLUMBING	Haws	Drinking Fountains	1109.14 Stainless Steel	Drinking Fountain- single wall mount
12	22	PLUMBING	Haws	Drinking Fountains	1105 Stainless Steel	Drinking Fountain
12	22	PLUMBING	Haws	Drinking Fountains	5017LF	Classroom Sink Bubbler

Item	CSI Division	Specification Division Description	Manufacturer Brand	Product or Equipment	Part or Model	Description & Use
14	22	PLUMBING	Kohler	Lavatories, Toilets, Urinals	K-2032-NR 4" center on holes	Lavatories Sink (Wall Hung, 4” Center Holes)
14	22	PLUMBING	Kohler	Lavatories, Toilets, Urinals	K-96053-0	Water Closets Toilet (Floor Mount, Standard Height)
14	22	PLUMBING	Kohler	Lavatories, Toilets, Urinals	K-96057-0	Water Closets Toilet (Floor Mount, ADA Height)

14	22	PLUMBING	Kohler	Lavatories, Toilets, Urinals	K-84325-0	Water Closets Toilet (Wall Hung)
14	22	PLUMBING	Kohler	Lavatories, Toilets, Urinals	K-4991-ET	Urinal (Wall Hung)
14	22	PLUMBING	Kohler	Lavatories, Toilets, Urinals	K-96059-0	Water Closets Toilet (Pre-K, Floor Mount)
14	22	PLUMBING	Kohler	Lavatories, Toilets, Urinals	K5452-ET-0	For use in small spaces, when the typical fixture is too large for the space

Item	CSI Division	Specification Division Description	Manufacturer Brand	Product or Equipment	Part or Model	Description & Use
15	22	PLUMBING	Murdock	Drinking Fountains	A172408S-UG-VR-WF1	Hi-Low Chilled Drinking Fountain (ADA compliant)
15	22	PLUMBING	Murdock	Drinking Fountains	A172408S-UG-VR-D1-BF2S-BCD	Hi-Low w/ Bottle Filling Station/Display (ADA compliant)
15	22	PLUMBING	Murdock	Drinking Fountains	A171408S-UG-VR	Single Chilled Drinking Fountain
15	22	PLUMBING	Murdock	Drinking Fountains	A171400F-UG-VR-BF12-BCD	Single Chilled Drinking Fountain w/ Bottle Filling Station/Display
15	22	PLUMBING	Murdock	Drinking Fountains	GYQ84	For outdoor hydration station

Item	CSI Division	Specification Division Description	Manufacturer Brand	Product or Equipment	Part or Model	Description & Use
18	22	PLUMBING	Sloan	Flush Valves	GEM2 113-1.28-XL	Water Closet Flushometer (Manual, 1.28 gpf)
18	22	PLUMBING	Sloan	Flush Valves	GEM2 186-0.125	Urinal Flushometer (Manual 0.125 gpf)
18	22	PLUMBING	Dahl	Angle Stop / Supply Stop	611-33-31 & 611-52-31	Wall-fed supply lines

Item	CSI Division	Specification Division Description	Manufacturer Brand	Product or Equipment	Part or Model	Description & Use
19	22	PLUMBING	American Standard	Toilets	2257101	Water Closets Toilet (Wall-Hung)
19	22	PLUMBING	American Standard	Toilets	2282.001	Water Closets Toilet (Pre-K, Floor Mount)

tem	CSI Division	Specification Division Description	Manufacturer Brand	Product or Equipment	Part or Model	Description & Use

21	23	HVAC	Allen Bradley	Variable Frequency Drives (VFDs)	PowerFlex 400 Series	VFDs for Fan and Pump Applications
21	23	HVAC	Allen Bradley	Variable Frequency Drives (VFDs)	PowerFlex 525 Series	VFDs for Fan and Pump Applications

Item	CSI Division	Specification Division Description	Manufacturer Brand	Product or Equipment	Part or Model	Description & Use
22	25	BUILDING AUTOMATION	Johnson Controls / Belimo	Control Valves, Actuators, &Temperature Sensors	Sizes as required by the infrastructure	Control Valves and Actuators
22	25	BUILDING AUTOMATION	Johnson Controls	BAS / EMS	FX Series (Current Version)	FX Front-end Controllers
22	25	BUILDING AUTOMATION	Johnson Controls	BAS / EMS	Sizes as required by the infrastructure	CGM Local Unit Controllers
22	25	BUILDING AUTOMATION	Johnson Controls	BAS / EMS	Sizes as required by the infrastructure	Zone Temperature Sensors w/ C02

Item	CSI Division	Specification Division Description	Manufacturer Brand	Product or Equipment	Part or Model	Description & Use
26	27	COMMUNICATIONS	Cisco	Network Equipment	WSC3850-12X48UL	48 Port Switch
26	27	COMMUNICATIONS	Cisco	Network Equipment	PWR-C1-1100WAC/2	Power Supply
26	27	COMMUNICATIONS	Cisco	Network Equipment	C3850-NM-4-1G	Stacking Kit
26	27	COMMUNICATIONS	Cisco	Network Equipment	STACK-T1-3M=	3 meter Stacking Cable
26	27	COMMUNICATIONS	Cisco	Network Equipment	WSC3850-24XUL	24 port switch
26	27	COMMUNICATIONS	Cisco	Network Equipment	PWR-C1-1100WAC/2	Power Supply
26	27	COMMUNICATIONS	Cisco	Network Equipment	C3850-NM-4-1G	Stacking Kit
26	27	COMMUNICATIONS	Cisco	Network Equipment	STACK-T1-3M=	3 meter Stacking Cable
26	27	COMMUNICATIONS	Cisco	Network Equipment	WS-C3650-48FQM-S	48 port switch small factor
26	27	COMMUNICATIONS	Cisco	Network Equipment	C3650-STACK-KIT=	Stacking Kit
26	27	COMMUNICATIONS	Cisco	Network Equipment	STACK-T2-3M=	3 meter Stacking Cable
26	27	COMMUNICATIONS	Cisco	Network Equipment	WS-C3650-24PDM-S	24 port switch small factor

26	27	COMMUNICATIONS	Cisco	Network Equipment	C3650-STACK-KIT=	Stacking Kit
26	27	COMMUNICATIONS	Cisco	Network Equipment	STACK-T2-3M=	3 meter Stacking Cable
26	27	COMMUNICATIONS	Cisco	Network Equipment	WS-C4500X-16X-ES	4500 series core switch
26	27	COMMUNICATIONS	Cisco	Network Equipment	C4KX-PWR-750AC-R/2	Power Supply
26	27	COMMUNICATIONS	Cisco	Network Equipment	C4KX-PWR-750AC-R	Power Supply
26	27	COMMUNICATIONS	Cisco	Network Equipment	CAB-US515-C15-US	Power Cable
26	27	COMMUNICATIONS	Cisco	Network Equipment	S45XUK9-34-1512SG	Software Image
26	27	COMMUNICATIONS	Cisco	Network Equipment	C4500X-16P-IP-ES	Software Upgrade License
26	27	COMMUNICATIONS	Cisco	Network Equipment	CAB-CON-C4K-RJ45	Console cable
26	27	COMMUNICATIONS	Cisco	Network Equipment	GLC-SX-MMD	Fiber Modules for Switches

Item	CSI Division	Specification Division Description	Manufacturer Brand	Product or Equipment	Part or Model	Description & Use
26	27	COMMUNICATIONS	Cisco	Telephone Equipment	CP-7821-k9=	2 Button VoIP Phone
26	27	COMMUNICATIONS	Cisco	Telephone Equipment	CP-8841-K9=	5 Button VoIP Phone
26	27	COMMUNICATIONS	Cisco	Telephone Equipment	CP-8851-K9=	5 Button VoIP Phone Expansion Module Capable
26	27	COMMUNICATIONS	Cisco	Telephone Equipment	CP-BEKEM	Side Card for 8851 Voip Phone
26	27	COMMUNICATIONS	Cisco	Telephone Equipment	VG310	Analog Phone Gateways
26	27	COMMUNICATIONS	Cisco	Telephone Equipment	ISR4351-V/k9	Voice Gateways - 911 phone connections
26	27	COMMUNICATIONS	Cisco	Telephone Equipment	NIM-2fxs/4FXO	Voice Gateways - Fallback of phones

tem	CSI Division	Specification Division Description	Manufacturer Brand	Product or Equipment	Part or Model	Description & Use

26	27	COMMUNICATIONS	Cisco	Wireless Access Points	AIR-AP3802I-B-K9	Internal Access Point
26	27	COMMUNICATIONS	Cisco	Wireless Access Points	AIR-AP-T-RAIL-R	Mounting T-Rail
26	27	COMMUNICATIONS	Cisco	Wireless Access Points	AIR-AP-BRACKET-1	Mounting Bracket
26	27	COMMUNICATIONS	Cisco	Wireless Access Points	SW3802-CAPWAP-K9	CAPWAP Software
26	27	COMMUNICATIONS	Cisco	Wireless Access Points	AIR-AP1572EAC-B-K9	External Access Point
26	27	COMMUNICATIONS	Cisco	Wireless Access Points	AIR-ANT2568VG-N=	External Antenna (Need qty of 4)
26	27	COMMUNICATIONS	Cisco	Wireless Access Points	AIR-PWRINJ1500-2=	Power Adaptor
26	27	COMMUNICATIONS	Cisco	Wireless Access Points	AIR-ACCPMK1570-2=	Pole Mount Kit
26	27	COMMUNICATIONS	Cisco	Wireless Access Points	AIR-AP3802E-B-K9	Gymnasium and MPR Access Point
26	27	COMMUNICATIONS	Cisco	Wireless Access Points	AIR-AP-BRACKET-1	Mounting Bracket
26	27	COMMUNICATIONS	Cisco	Wireless Access Points	SW3802-CAPWAP-K9	CAPWAP Software
26	27	COMMUNICATIONS	Cisco	Wireless Access Points	AIR-ANT2566P4W-R=	Directional Antenna
26	27	COMMUNICATIONS	Cisco	Wireless Access Points	TW-HD-MOUNT502	Wall Mount Bracket

Item	CSI Division	Specification Division Description	Manufacturer Brand	Product or Equipment	Part or Model	Description & Use
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-FXVR16/30tb	DVR 16 Ch EX/SDI 2.0
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-VX2HD (MOD)	Camera EX-SDI 2.0 HD Mounted to deep box with 1 1/2" center punch
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-VX3HD (MOD)	Camera Long Range EX-SDI 2.0 HD Mounted to deep box with 1 1/2" center punch
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-PTZ30XHDRS	Camera PTZ 1080p
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	PTZ-KEYB	3 Axis PTZ Controller/Keyboard
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-VX2HD	Fixed 2MEG Camera only

24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-VX3HD	Fixed 2MEG Long Range Camera only
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-VX2QHD	Fixed 4MEG Camera only
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-BZ1HD	Fixed 2MEG Indoor Camera
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-BZ1QHD	Fixed 4MEG Indoor Camera
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CD-VXWB	Vandal X Wall Bracket
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-VXTWIRS	Vandal X Top Cover
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-UCB-CRNR	Universal corner mount adapter
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CD-UCB-POLE	Universal pipe/pole mount adapter
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-VXAP	Adapter Plate for Vandal X Cameras
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-HD2FO-TX1	HD-SDI & RS485 to Fiber Transmitter
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-HD2FO-RX1	HD-SDI & RS485 to Fiber Receiver
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-PS200	24vdc power supply for HD2FO & LCD Monitor
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-VT320-C	32" LCD Monitor
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-VT420-HD	42" LCD Monitor
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-EX2HDMI	HD-SDI to HDMI Converter
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-9500B	Wallmount for LCD Monitor
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-EXSDI-T	EXSDI Signal & Power Extender
24	27	COMMUNICATIONS	Clinton Electronics	Video Security System	CE-T12VDC500	12vdc power supply for EXSDI-T
24	27	COMMUNICATIONS	Verkada	Video Security System	CB52-512E-HW	Outdoor Bullet Camera, 5MP, Zoom Lens, 512GB of Storage, Maximum 60 Days of Retention
24	27	COMMUNICATIONS	Verkada	Video Security System	CB52-512TE-HW	Outdoor Bullet Camera, 5MP, Telephoto Zoom Lens, 512GB of Storage, Maximum 60 Days of Retention
24	27	COMMUNICATIONS	Verkada	Video Security System	CB62-1TBE-HW	Outdoor Bullet Camera, 4K, Telephoto Zoom Lens, 1TB of Storage, Maximum 60 Days of Retention

24	27	COMMUNICATIONS	Verkada	Video Security System	CB62-1TBTE-HW	Outdoor Bullet Camera, 4K, Telephoto Zoom Lens, 1TB of Storage, Maximum 60 Days of Retention
24	27	COMMUNICATIONS	Verkada	Video Security System	CC300-8TB-HW	retention for up to 10 5MP or 5 4K channels, 8TB net storage
24	27	COMMUNICATIONS	Verkada	Video Security System	CC500-16TB-HW	retention for up to 25 5MP or 12 4K channels, 16TB net storage
24	27	COMMUNICATIONS	Verkada	Video Security System	CC700-32TB-HW	retention for up to 50 5MP or 25 4K channels. 32TB net storage.
24	27	COMMUNICATIONS	Verkada	Video Security System	CD42-512E-HW	Outdoor Dome Camera, 5MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention
24	27	COMMUNICATIONS	Verkada	Video Security System	CD43-512E-HW	Outdoor Dome Camera, 5MP, Fixed Lens, 512GB of Storage, Maximum 60 Days of Retention
24	27	COMMUNICATIONS	Verkada	Video Security System	CD52-512E-HW	Outdoor Dome Camera, 5MP, Zoom Lens, 512GB of Storage, Maximum 60 Days of Retention
24	27	COMMUNICATIONS	Verkada	Video Security System	CD62-60E-HW	Outdoor Dome Camera, 4K, Zoom Lens, 1TB of Storage, Maximum 60 Days of Retention
24	27	COMMUNICATIONS	Verkada	Video Security System	CD63-1TBE-HW	Outdoor Dome Camera, 4K, Zoom Lens, 1TB of Storage, Maximum 60 Days of Retention
24	27	COMMUNICATIONS	Verkada	Video Security System	CF81-60E-HW	Outdoor Fisheye Camera, 12MP, Fixed Lens, 1TB of Storage, Maximum 60 Days of Retention
24	27	COMMUNICATIONS	Verkada	Video Security System	CF83-1TBE-HW	Fixed Lens, 1TB of Storage, Maximum 60 Days of Retention
24	27	COMMUNICATIONS	Verkada	Video Security System	CH52-2TBE-HW	4x5MP, Zoom Lens, 2TB of Storage, Maximum 60 Days of Retention
24	27	COMMUNICATIONS	Verkada	Video Security System	CM41-60E-HW	Verkada CM41-E Outdoor Mini Dome Camera, 5MP, Fixed Lens,
24	27	COMMUNICATIONS		Video Security System		256GB of Storage, Maximum 60 Days of Retention
24	27	COMMUNICATIONS	Verkada	Video Security System	CP52-1TBE-HW	Verkada CP52 Outdoor PTZ Camera, 5MP, 1TB of Storage, Maximum 60 Days of Retention
24	27	COMMUNICATIONS	Verkada	Video Security System	CP63-2TBE-HW	Verkada CP63 Outdoor PTZ Camera, 4K, 2TB of Storage, Maximum 60 Days of Retention
24	27	COMMUNICATIONS	Verkada	Video Security System	VX52-HW	Verkada VX52 Viewing Station
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-MNT-3	Verkada L-Bracket Mount
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-MNT-9	Verkada Pole Mount, 2nd Generation
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-CAM-SHIELD-1	Verkada Camera Weather Shield
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-MNT-CJBOX-1	Verkada Circle Junction Box Mount

24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-MNT-CLIP-1	Verkada Tile Clips Mount
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-MNT-ANGLE-1	Verkada Angle Mount, 30 deg
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-MNT-ARM-1	Verkada Arm Mount
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-MNT-LBRAC-1	Verkada L-Bracket Mount
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-MNT-MPEND-1	Verkada Mini Pendant Cap Mount
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-MNT-MREC-1	Verkada Mini Recessed Ceiling Mount
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-MNT-MJBOX-1	Verkada Mini Junction Box Mount
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-MNT-SJBOX-1	Verkada Square Junction Box Mount
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-MNT-XLARM-1	Verkada Large Arm Mount (PTZ)
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-MNT-PEND-1	Verkada Pendant Cap Mount
24	27	COMMUNICATIONS		Video Security System	ACC-MNT-POLE-1	Verkada Pole Mount
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-MNT-CORNER-1	Verkada Corner Mount
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-MNT-REC-1	Verkada Recessed Ceiling Mount
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-MNT-REC-2	Verkada Recessed Ceiling Mount
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-MNT-UPEND-1	Verkada Umbrella Pendant Cap Mount
24	27	COMMUNICATIONS	Verkada	Video Security System	INJ-POE-PLUS	Verkada PoE Plus (802.3at) Injector, GigE
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-POE-60W	Verkada PoE++ (802.3bt-2018) Injector, GigE
24	27	COMMUNICATIONS	Verkada	Video Security System	GC31-HW-NA	Verkada GC31 Cellular Gateway, Indoor, North America Type B Plug
24	27	COMMUNICATIONS	Verkada	Video Security System	GC31-E-HW	Verkada GC31 Cellular Gateway, Outdoor
24	27	COMMUNICATIONS	Verkada	Video Security System	GW31-E-HW	Verkada GW31 Wi-Fi Gateway, Outdoor, 802.11ax
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-ADAP-54V-NA	Verkada AC/DC Power Adapter for G Series, 54V, Indoor, North America Type B Plug

24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-ANT-10	Verkada Outdoor Directional LTE Antenna for GC Series, N-Type
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-ANT-20	Verkada Outdoor Directional Wi-Fi Antenna for GW Series, N-Type
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-POE-90W-NA	Verkada 90W PoE++ (802.3bt Type 4) Injector, GigE, Indoor, North America Type B Plug
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-POE-90W-E-NA	Verkada 90W PoE++ (802.3bt Type 4) Injector, GigE, Outdoor, North America Type B Plug
24	27	COMMUNICATIONS	Verkada	Video Security System	ACC-PWR-CBL-NA	AC power cable, 2 meters long, C13, North America Type B Plug
24	27	COMMUNICATIONS	Verkada	Video Security System	ACCX-TAP-DC100-E	FP AC/DC 7-Pin Power Tap, 100W PoE Output, Outdoor, Model Number: FP287A-180-BEN-A

Item	CSI Division	Specification Division Description	Manufacturer Brand	Product or Equipment	Part or Model	Description & Use
25	27	COMMUNICATIONS	DMP	Intrusion Monitoring System	XR150DNL-R	Panel 100 point w/red can
25	27	COMMUNICATIONS	DMP	Intrusion Monitoring System	714-8-R	8 point module w/red can
25	27	COMMUNICATIONS	DMP	Intrusion Monitoring System	714-16-R	16 point module w/red can
25	27	COMMUNICATIONS	DMP	Intrusion Monitoring System	322	16vac transformer
25	27	COMMUNICATIONS	DMP	Intrusion Monitoring System	Entre` Security Mngmt. Software	District Fire Alarm & Intrusion Monitoring Software

Item	CSI Division	Specification Division Description	Manufacturer Brand	Product or Equipment	Part or Model	Description & Use
28	27	COMMUNICATIONS	Digital Monitoring Products (DMP)	Intrusion Detection System	322	16vac transformer
25	27	COMMUNICATIONS	DMP	Intrusion Detection System	XR550DNL-G	Panel 500 point w/gray can
25	27	COMMUNICATIONS	DMP	Intrusion Detection System	XR150DNL-G	Panel 100 point w/gray can
25	27	COMMUNICATIONS	DMP	Intrusion Detection System	340-R	Red Can for XR150/550

25	27	COMMUNICATIONS	DMP	Intrusion Detection System	340-G	Gray Can for XR150/550
25	27	COMMUNICATIONS	DMP	Intrusion Detection System	7060A-W	keypad
25	27	COMMUNICATIONS	DMP	Intrusion Detection System	711	single point address module
25	27	COMMUNICATIONS	DMP	Intrusion Detection System	714-18T	four point address module
25	27	COMMUNICATIONS	DMP	Intrusion Detection System	710	buss splitter module
25	27	COMMUNICATIONS	DMP	Intrusion Detection System	714-16-R	16 point module with red can
25	27	COMMUNICATIONS	DMP	Intrusion Detection System	716	Four point relay module

Item	CSI Division	Specification Division Description	Manufacturer Brand	Product or Equipment	Part or Model	Description & Use
33	28	ELECTRONIC SAFETY & SECURITY	Potter Fire Alarm	Fire Alarm System	AFC-1000	Fire Alarm Control Panel
33	28	ELECTRONIC SAFETY & SECURITY	Potter Fire Alarm	Fire Alarm System	IPA-4000V	Integrated Voice Emergency Evacuation Panel
33	28	ELECTRONIC SAFETY & SECURITY	Potter Fire Alarm	Fire Alarm System	RA-6500R	LCD Annunciator
33	28	ELECTRONIC SAFETY & SECURITY	Potter Fire Alarm	Fire Alarm System	PAD-1	Line Circuit Expander
33	28	ELECTRONIC SAFETY & SECURITY	Potter Fire Alarm	Fire Alarm System	FIB-1000	Fiber Interface Module
33	28	ELECTRONIC SAFETY & SECURITY	Potter Fire Alarm	Fire Alarm System	PSN 1000-E	Smart Power Supply
33	28	ELECTRONIC SAFETY & SECURITY	Potter Fire Alarm	Fire Alarm System	PSN-106	Power Supply 10amp
33	28	ELECTRONIC SAFETY & SECURITY	Potter Fire Alarm	Fire Alarm System	PSN-64	Power Supply 6amp
33	28	ELECTRONIC SAFETY & SECURITY	Potter Fire Alarm	Fire Alarm System	PAD300-4DB	Sensor Base
33	28	ELECTRONIC SAFETY & SECURITY	Potter Fire Alarm	Fire Alarm System	PAD300-6DB	Sensor Base
33	28	ELECTRONIC SAFETY & SECURITY	Potter Fire Alarm	Fire Alarm System	PAD300-RB	Sensor Base w/relay
33	28	ELECTRONIC SAFETY & SECURITY	Potter Fire Alarm	Fire Alarm System	PAD300-HD	Fixed or Rate of Rise Heat

33	28	ELECTRONIC SAFETY & SECURITY	Potter Fire Alarm	Fire Alarm System	PAD300-PD	Smoke Sensor
33	28	ELECTRONIC SAFETY & SECURITY	Potter Fire Alarm	Fire Alarm System	PAD100-MIM	Mini Input Module

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: ADOPT

TITLE AND SUBJECT: Adopt Resolution No. 26-38, General Child Care and Development Programs Continued and Expansion Funding Application

ITEM DESCRIPTION: Included in the Board material is a resolution certifying the Board's approval to submit the Continued Funding and Expansion Application to the California Department of Social Services for General Child Care and Development Programs. The resolution further authorizes designated representatives to sign the Continued Funding and Expansion Application and all related contract documents for the 2026/27 school year. Submission of this application is required annually to renew the contract that provides funding for full-day infant and toddler programs.

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

PREPARED BY: Marie Williams, Ed.D., Associate Superintendent

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Chief Academic Officer, Carlos Castillo, Ed.D. Carlos Castillo (Dec 4, 2025 15:20:39 PST)

RESOLUTION No. 26-38

California Health & Human Services Agency

California Department of Social Services

BOARD RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Social Services for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 20 26 - 2027 .**

RESOLUTION

BE IT RESOLVED that the Governing Board of Fresno Unified School District , 6216 , authorizes entering into local agreement with the State of California and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

I declare under penalty of perjury that the above information is true and correct to the best of my knowledge. I acknowledge that by providing my electronic signature for this form, I agree my electronic signature is the legal binding equivalent to my handwritten signature. I hereby confirm that my electronic signature represents my execution of authentication of this form, and my intent to be bound by it.

NAME	TITLE	SIGNATURE
Mao Misty Her	Superintendent	
Patrick Jensen	Chief Financial Officer	

PASSED AND ADOPTED THIS 17 day of December , 20 25 , by the Governing Board of Fresno Unified School District of Fresno County, California.

I, Veva Islas , Clerk of the Governing Board of Fresno Unified School District , of Fresno County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a December 17, 2025 meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

I declare under penalty of perjury that the above information is true and correct to the best of my knowledge. I acknowledge that by providing my electronic signature for this form, I agree my electronic signature is the legal binding equivalent to my handwritten signature. I hereby confirm that my electronic signature represents my execution of authentication of this form, and my intent to be bound by it.

Clerk's Signature	Date	President's Signature	Date

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 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

REVISED 12/17/25

Date: 12/17/2025

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 2025-2026.

ELECTIONS

Certificated Personnel

1083013	Costumbre	Adriana	Teacher, Autistic, Sdc	Heaton Elementary	11/17/2025
1088381	Garcia Avelar	Adriana	Teacher, Senior High	Roosevelt High	12/15/2025
1083241	Hendriksen	Melodie	Teacher, Lrng Hndcp, Sdc	Vinland Elementary	11/17/2025
1062917	Martinez	Lorenzo	Teacher, Handicapped, Severely	Terronez Middle	11/17/2025
1038801	Salcido	Felicia	Teacher, Elementary	Calwa Elementary	12/15/2025
1078676	Wilson	Briana	Teacher, Deaf/Hard of Hear.SDC	Ahwahnee Middle	11/17/2025

Classified Personnel

1069031	Aguilar	Briana	Paraprof, Instructional Asst	Burroughs Elementary	12/15/2025
1082913	Ayers	Cedric	Paraprof, Mild/Moderate Support Needs	Sunnyside High	11/17/2025
1089557	Barber	Heather	Paraprof, Early Chldhd Mil/Mod Support Needs	Columbia Elementary	11/17/2025
1087868	Brown	Deion	Driver, Bus	Transportation	12/15/2025
1089530	Buserini	Natalie	Paraprof, Extensive Support Needs	Figarden Elementary	11/17/2025
1089509	Carrillo	Alexis	Paraprof, Extensive Support Needs	Tioga Middle School	11/17/2025
1088636	Cervantes	Saul	Paraprof, Extensive Support Needs	Tehipite Middle	11/17/2025
1063208	Chavez	Maria	Paraprof, Mild/Moderate Support Needs	Heaton Elementary	11/17/2025
1087745	Chavez	Nuvia	Paraprof, Extensive Support Needs	Bullard High	11/17/2025
1077621	Chavez Godinez	Miriam	Paraprof, Instructional Asst	Wawona Middle	11/17/2025
1086281	Contreras	Alyssa	Paraprof, Instructional Asst	Pyle Elementary	12/15/2025
1087044	Del Angel	Dulce	Paraprof, Instructional Asst	Olmos Elementary	12/15/2025
1089553	Duque Villanueva	Lesli	Paraprof, Mild/Moderate Support Needs	Sunset K-8	11/17/2025
1077719	Durant	Janeen	Paraprof, Extensive Support Needs	Addicott School	11/17/2025
1089547	Enriquez Ramirez	Sayany	Paraprof, Child Development	Dolores Huerta Child Dev Centr	11/17/2025
1088055	Fagan	Krissy	Paraprof, Extensive Support Needs	Roosevelt High	11/17/2025
1089539	Fairly	Candace	Paraprof, Mild/Moderate Support Needs	Edison High	11/17/2025
1089587	Fesili	Povai	Paraprof, Extensive Support Needs	Wishon Elementary	11/17/2025
1089559	Frausto Valenzuela	Michel	Paraprof, Mild/Moderate Support Needs	Duncan Polytech High	11/17/2025
1089596	Galvan	Jaylene	Paraprof, After Schl/Ext Day	Williams Elementary	11/17/2025
1089516	Gonzalez Jacquez	Maria	Paraprof, After Schl/Ext Day	Balderas Elementary	11/17/2025
1088124	Gurrola	Alyssa	Paraprof, Instructional Asst	Wawona Middle	11/17/2025
1089536	Gutierrez	Gabriela	Paraprof, Extensive Support Needs	Tenaya Middle	11/17/2025
1087657	Hernandez	Rosalinda	Paraprof, Mild/Moderate Support Needs	Rowell Elementary	11/17/2025
1089528	Hernandez	Sarai	Paraprof, Extensive Support Needs	Lane Elementary	11/17/2025
1089545	Hernandez	Zeidy	Paraprof, Extensive Support Needs	Pyle Elementary	11/17/2025
1089598	Higuera	Angela	Paraprof, Early Chldhd Mil/Mod Support Needs	Columbia Elementary	11/17/2025
1082100	Hipolito-Gonzalesz	Joel	Paraprof, Mild/Moderate Support Needs	Ewing Elementary	11/17/2025
1087063	Horton	Shalene	Paraprof, Extensive Support Needs	Hoover High	11/17/2025
1087093	Johnson	Teri	Paraprof, Extensive Support Needs	Starr Elementary	12/15/2025
1087484	Kay	Chanvuthong	Paraprof, Mild/Moderate Support Needs	McLane High	11/17/2025
1084454	Lacy	Imani	Paraprof, Extensive Support Needs	Hoover High	11/17/2025
1087950	Lee	Pang	Paraprof, Extensive Support Needs	Mayfair Elementary	11/3/2025

1089510	Lopez	Yurani	Paraprof, Child Development	Olmos Elementary	11/17/2025
1089549	Machado	Diana	Paraprof, Extensive Support Needs	Lowell Elementary	11/17/2025
1089556	Maracle	Josephine	Paraprof, Extensive Support Needs	Tehipite Middle	11/17/2025
1051385	Marquez-Avila	Fatima	Paraprof, Mild/Moderate Support Needs	Jackson Elementary	12/15/2025
1089548	Martinas	Sergio	Paraprof, Extensive Support Needs	McLane High	11/17/2025
1089589	Martinez Garcia	Briana	Paraprof, Extensive Support Needs	Heaton Elementary	11/17/2025
1089561	Mason	Breanna	Paraprof, Extensive Support Needs	Ewing Elementary	11/17/2025
1089519	Mendiola	Patricia	Paraprof, Mild/Moderate Support Needs	Wolters Elementary	11/17/2025
1089586	Minjarez	Jennifer	Paraprof, Extensive Support Needs	Lane Elementary	11/17/2025
1087019	Mishegyan	Shushanik	Paraprof, Extensive Support Needs	Baird Middle	12/15/2025
1023188	Morales	Patricia	Liaison, Home/School Spanish	Hidalgo Elementary	11/17/2025
1080995	Navarro	Ariana	Paraprof, Extensive Support Needs	Holland Elementary	11/17/2025
1080236	Navarro	Gabriela	Paraprof, Extensive Support Needs	Muir Elementary	11/17/2025
1088127	Neal	Jewels	Assistant, Campus Safety	Fort Miller Middle	12/15/2025
1086798	Paredes	Theresa	Paraprof, Early Chldhd Mil/Mod Support Needs	Wolters Elementary	11/17/2025
1089535	Pasillas	Melany	Paraprof, Mild/Moderate Support Needs	Roosevelt High	11/17/2025
1089707	Patino Huerta	Johana	Paraprof, Extensive Support Needs	Figarden Elementary	12/15/2025
1089550	Paxton	Linda	Paraprof, Extensive Support Needs	Muir Elementary	11/17/2025
1081153	Ramirez	Angelina	Paraprof, Extensive Support Needs	Greenberg Elementary	11/17/2025
1089551	Real	Darian	Paraprof, Extensive Support Needs	Muir Elementary	11/17/2025
1089590	Reed	Dustin	Paraprof, After Schl/Ext Day	Ewing Elementary	11/17/2025
1089398	Robles	Esmeralda	Paraprof, Mild/Moderate Support Needs	Birney Elementary	11/17/2025
1086606	Rodriguez	Moncerath	Paraprof, After Schl/Ext Day	Herrera Elementary	11/17/2025
1080694	Rodriguez Valenzuela	Isabel	Paraprof, Extensive Support Needs	Jefferson Elementary	12/15/2025
1089709	Rojas	Salma	Paraprof, Mild/Moderate Support Needs	Phoenix Secondary	12/15/2025
1089593	Romero	Marisa	Paraprof, Mild/Moderate Support Needs	Ahwahnee Middle	11/17/2025
1061707	Salazar	Angela	Paraprof, Mild/Moderate Support Needs	Addams Elementary	11/17/2025
1060680	Sanchez	Nathaniel	Paraprof, Instructional Asst	Herrera Elementary	11/3/2025
1089488	Servin Tena	Erika	Paraprof, Mild/Moderate Support Needs	Addams Elementary	11/17/2025
1089518	Sosa Gutierrez	Gina	Paraprof, Mild/Moderate Support Needs	Bullard Talent K-8	11/17/2025
1083676	Thao	Mai	Custodian	Tehipite Middle	12/15/2025
1061507	Toscano	Guillermo	Technician, Budget I	Prevention And Intervention	11/17/2025
1087937	Vang	Jamny	Custodian	Scandinavian Middle	11/17/2025
1089493	Vargas	Alyssa	Paraprof, Instructional Asst	Heaton Elementary	11/17/2025
1080148	Vazquez	Sadie	Transltr/Assessor Spanish	Multi-Lingual/Multi-Cultural	12/15/2025
1089007	Vidrio	Madison	Paraprof, Early Chldhd Mil/Mod Support Needs	Burroughs Elementary	11/17/2025
1084468	Vizcarra Borboa	Jason	Lead, After Schl/Ext Day	Fremont Elementary	12/15/2025
1089591	Weldrick	Holly	Paraprof, Extensive Support Needs	Webster Elementary	11/17/2025
1089592	Wheatley	Sandra	Paraprof, Extensive Support Needs	Holland Elementary	11/17/2025
1089595	White-jolivette	Breionna	Paraprof, Extensive Support Needs	Heaton Elementary	11/17/2025
1089560	Woodall	Shelby	Paraprof, Extensive Support Needs	Fresno High	11/17/2025
1089520	Xiong	Pachee	Nurse, Vocational License	Health Services	11/17/2025
1089594	Xiong	Xee	Paraprof, Mild/Moderate Support Needs	King Elementary	11/17/2025
1067609	Yang	Kia	Paraprof, Instructional Asst	Mayfair Elementary	12/15/2025
1089403	Yom	Mary	Paraprof, Mild/Moderate Support Needs	Roosevelt High	11/17/2025
1089685	Yukimoto	Hiroe	Paraprof, Early Chldhd Mil/Mod Support Needs	Special Ed	12/15/2025
1089708	Zepeda	Javier	Paraprof, Mild/Moderate Support Needs	Malloch Elementary	12/15/2025
1089585	Her	Mary	Nurse, Vocational License	Health Services	11/17/2025

Management Certificated

1089599	De La Teja	Alyssa	Clinical School Social Worker	Project Access	11/17/2025

DISSMISSALS

Classified Personnel

1080365	Ojeda-Salazar	Jesus	Driver, Bus	Transportation	11/20/2025

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1025707	Agnew	Thomas	Teacher, Individual, Small Grp	SpecialEd	6/13/2026
1008590	Aguilar	Angela	Teacher, Pre-School	WilliamsElementary	6/30/2026
1005414	Ainley	David	Teacher, Senior High	BullardHigh	6/12/2026
1029428	Alatorre	Mark	Teacher, Senior High	RooseveltHigh	6/11/2026
1011890	Alvarez	Nancy	Teacher, Bilingual	CalwaElementary	6/30/2026
1006581	Aoki	Gayleen	Teacher, Elementary	VikingElementary	6/30/2026
1004426	Arechiga-Mccarthy	Suzanne	Teacher, Spec Assgn	PreschoolOffice	6/30/2026
1020111	Arellano	Yolanda	Teacher, Bilingual	LaneElementary	6/30/2026
1012116	Aretakis	Georgianne	Teacher, Lrng Hndcp, Sdc	BullardHigh	6/30/2026
1070694	Aristakessian	Ashkhen	Teacher, Senior High	FresnoHigh	6/30/2026
1011485	Arthur	Debra	Teacher, Lrng Hndcp, Sdc	Ginsburg	6/30/2026
1074491	Ascanio	Daniel	Teacher, Spec Assgn, St Ac Dir	FresnoHigh	6/12/2026
1016148	Avakian	Laura	Teacher, Elementary	StoreyElementary	6/12/2026
1037215	Avedikian	Celeste	Teacher, Middle School	KingsCanyonMiddle	6/30/2026
1025211	Ayon	Blanca	Teacher, Bilingual	RowellElementary	6/30/2026
1046326	Azadian	Dora	Teacher, Elementary	RobinsonElementary	6/13/2026
1039261	Barakat	Fadia	Specialist, Resource, Sp Ed	McLaneHigh	6/30/2026
1009642	Barnard	Jill	Teacher, Elementary	FigardenElementary	6/30/2026
1039029	Barnhart	Marchelle	Teacher, Middle School	KingsCanyonMiddle	6/12/2026
1006790	Barron	Joseph	Teacher, Senior High	FresnoHigh	6/11/2026
1011453	Basmajian	Donna	Teacher, Elementary	VinlandElementary	6/11/2026
1044147	Bautista-Finks	Rocio	Teacher, Pre-School	OlmosElementary	6/12/2026
1034488	Beamon	Janell	Nurse	HealthServices	6/30/2026
1014790	Beard	Marion	Teacher, Elementary	EatonElementary	6/11/2026
1014026	Bell	Kelley	Teacher, Elementary	StoreyElementary	6/29/2026
1037889	Binns	Lisa	Teacher, Lrng Hndcp, Sdc	KrattElementary	6/12/2026
1040424	Blair	Lisa	Teacher, Elementary	HollandElementary	6/30/2026
1024743	Boucher	Derek	Teacher, Senior High	RooseveltHigh	6/16/2026
1002766	Bounkhoune	Phonesavanh	Teacher, Elementary	VikingElementary	6/30/2026
1024708	Brazill	Brant	Teacher, Middle School	FortMillerMiddle	6/30/2026
1060498	Bright-Recchio	Alice	Teacher, Spec Assgn	InstructionalServices	6/30/2026
1045947	Brown	Laurie	Specialist, Resource, Sp Ed	FresnoHigh	6/30/2026
1008428	Brown	Michelle	Teacher, Elementary	AnthonyElementary	6/30/2026
1019191	Brown	Troy	Teacher, Adaptive, PE	SpecialEd	6/12/2026
1029356	Buck	Mary	Teacher, Elementary	EasterbyElementary	6/30/2026
1025157	Buel	Dana	Teacher, Elementary	MallochElementary	6/30/2026
1071262	Buendia Renovato	M	Coach, Literacy	KingElementary	6/30/2026
1003771	Burrell	Jacqueline	Supervisor, Child Dvlpmt Ctr	ScandinavianChildDevCenter	6/30/2026
1017394	Camacho	Eustorgio	Teacher, Elementary	StoreyElementary	6/11/2026
1013637	Carpenter	Lisa	Teacher, Elementary	WilliamsElementary	6/30/2026
1019461	Castle-Tanimoto	Jami	Teacher, Elementary	WoltersElementary	6/30/2026
1028557	Castro-Nunez	Genevieve	Teacher, Elementary	BurroughsElementary	6/30/2026
1015721	Catron	Loriann	Teacher, Elementary	StarrElementary	6/12/2026
1014789	Cervantes	Regina	Teacher, High School, eLearn Academy	FarberOnline	6/12/2026
1031287	Cheek	Adrianne	Teacher, Elementary	BakmanElementary	6/11/2026
1038808	Christensen	Chad	Teacher, Elementary	VikingElementary	6/30/2026
1019712	Colwell	Kelly	Specialist, Resource, Sp Ed	FresnoHigh	6/12/2026

1038237	Coronado	Imelda	Nurse	HealthServices	6/11/2026
1074706	Correia	Katherine	Specialist, Resource, Sp Ed	EasterbyElementary	6/30/2026
1050752	Cossette	Catherine	Teacher, Elementary	RoedingElementary	6/30/2026
1034692	Costa	Denise	Teacher, Continuation	DewolfHigh	6/30/2026
1038958	Counts	Dana	Teacher, Handicapped, Severely	TenayaMiddle	6/15/2026
1033684	Coy	Shari	Coach, Literacy	PreschoolOffice	6/30/2026
1016387	Crews-Currier	Sherri	Teacher, Elementary	KingElementary	6/30/2026
1004602	Cruz	Hector	Teacher, Elementary	LaneElementary	6/30/2026
1035587	Cruz	Herlinda	Teacher, Spec Assgn	LowellElementary	6/30/2026
1019829	Cuevas	Dora	Teacher, Elementary	VinlandElementary	6/11/2026
1032078	Damian	Stephanie	Teacher, Elementary	HamiltonK-8	6/30/2026
1031821	Davis	Kathleen	Teacher, Middle School	GastonMiddle	6/11/2026
1031830	De La Fuente	Rosalinda	Teacher, Elementary	CentennialElementary	6/30/2026
1005108	Dellanini	Laurel	Teacher, Elementary	AynesworthElementary	6/29/2026
1037264	Desmond	Tanya	Nurse	HealthServices	6/30/2026
1017244	Djabrayan	Dzovinar	Teacher, Elementary	HeatonElementary	6/30/2026
1010193	Dueck	Kevin	Teacher, Middle School	KingsCanyonMiddle	6/12/2026
1040998	Dull	Seana	Teacher, Music, Elementary	Music/VisualandPerformArts	6/30/2026
1037037	Elizondo	Edith	Teacher, Elementary	TurnerElementary	6/30/2026
1014412	Eoff	Kelli	Coach, Literacy	ElementaryDivisionAreaIII	6/30/2026
1018391	Estes	Catherine	Teacher, Handicapped, Orth Sdc	SpecialEd	6/30/2026
1003152	Ethen	Matthew	Teacher, Senior High	EdisonHigh	6/30/2026
1049801	Farmer	Suzanne	Teacher, Spec Assgn, St Ac Dir	SunnysideHigh	6/30/2026
1040993	Felton	Stanley	Teacher, Lrng Hndcp, Sdc	FresnoHigh	6/30/2026
1048240	Fiala	Valerie	Teacher, Elementary	KingElementary	6/30/2026
1019204	Figura	John	Teacher, Elementary	ManchesterGateElementary	6/11/2026
1012869	Finks	Douglas	Teacher, Adaptive, PE	SpecialEd	6/12/2026
1025805	Flanigan	Donna	Teacher, Adaptive, PE	SpecialEd	6/12/2026
1041546	Flores	Bonita	Teacher, Elementary	TatarianElementary	6/12/2026
1039097	Flowers	Deborah	Teacher, Vis Hndcp, Dis	SpecialEd	6/30/2026
1018946	Frabotta	Tamie	Teacher, Elementary	LaneElementary	6/30/2026
1034194	Gadams	Chris	Teacher, Middle School	HamiltonK-8	6/12/2026
1023201	Gage	Christopher	Teacher, Senior High	HooverHigh	6/12/2026
1025620	Galik	Edward	Teacher, Middle School	CooperMiddle	6/12/2026
1022234	Gallagher	Dan	Teacher, Elementary	ManchesterGateElementary	6/11/2026
1034653	Garcia	Teresa	Teacher, Elementary	BakmanElementary	6/11/2026
1019873	Garcia-Raufman	Gina	Teacher, Elementary	LeavenworthElementary	6/30/2026
1043842	Garduno	Linda	Teacher, Elementary	LawlessElementary	6/11/2026
1024178	Garibay	Gonzalo	Teacher, Elementary	DelMarElementary	6/30/2026
1027457	Giordano	Jeannie	Specialist, Resource, Sp Ed	HomanElementary	6/16/2026
1047808	Gonzales	Robert	Teacher, Elementary	YokomiElementary	6/30/2026
1040692	Granum	Sandra	Teacher, Senior High	RooseveltHigh	6/12/2026
1064253	Green	Terry	Teacher, Child Dvlpmt Ctr	LaVeraWilliamsChildDevCent	6/30/2026
1031539	Grider	Leroy	Coach, Literacy	InstructionalServices	6/11/2026
1002479	Griffin	Paul	Teacher, Elementary	ManchesterGateElementary	6/30/2026
1027122	Gudmunson	Angela	Teacher, Elementary	AyerElementary	6/12/2026
1029363	Gularte	Sue	Teacher, Senior High	PatinoEntrepreneurshipHigh	6/30/2026
1013819	Haider	Michael	Teacher, Senior High	BullardHigh	6/12/2026
1019499	Harralson	Cynthia	Teacher, Elementary	FigardenElementary	6/30/2026
1008746	Haynes	Catherine	Teacher, Senior High	EdisonHigh	6/30/2026
1029481	Her	Gao	Teacher, Senior High	EdisonHigh	6/30/2026
1040860	Hernandez	Kathy	Teacher, Handicapped, Severely	AdultTransitionProgFairmont	6/30/2026

1030744	Hernandez De Lua	Laura	Teacher, Bilingual	BurroughsElementary	6/30/2026
1024342	Herrera	Eva	Teacher, Elementary, eLearn Academy	FarberOnline	6/30/2026
1027028	Herzog	Angela	Teacher, Elementary	GreenbergElementary	6/30/2026
1019391	Hohenbrink	Julie	Teacher, Elementary	HollandElementary	6/30/2026
1042813	Hopper	Janet	Teacher, Elementary	BakmanElementary	6/30/2026
1026002	Hubbell	Cristin	Teacher, Spec Assgn	Special Ed	6/11/2026
1026002	Hubbell	Cristin	Teacher, Spec Assgn	SpecialEd	6/11/2026
1007854	Hun	Roeun	Teacher, Senior High	RooseveltHigh	6/30/2026
1023848	Hurd	Jennifer	Teacher, Spec Assgn	ElementaryDivisionAreaIII	6/12/2026
1007360	Jacobs	Cheryl	Teacher, Elementary	FigardenElementary	6/30/2026
1016723	Jacobsen	Glenda	Teacher, Middle School	ScandinavianMiddle	6/30/2026
1011857	Jacobsen	Robert	Teacher, Senior High	SunnysideHigh	6/30/2026
1041952	Jacoby	Gregory	Teacher, Elementary	CalwaElementary	6/30/2026
1037650	Jarvis	Kristi	Teacher, Elementary	McCardleElementary	6/29/2026
1027226	Jelmini	Bradley	Teacher, Library, Media	FortMillerMiddle	6/30/2026
1031301	Jelmini	Laura	Teacher, Elementary	BakmanElementary	6/12/2026
1046777	Jensen	Stuart	Teacher, ROTC	FresnoHigh	6/30/2026
1027240	Johansson	Lars	Teacher, Senior High	McLaneHigh	6/12/2026
1060625	Kidwell Owens	Terry	Specialist, Resource, Sp Ed	TenayaMiddle	6/12/2026
1045203	Kirchner	Lori	Teacher, Vocational Education	RooseveltHigh	6/19/2026
1023400	Klatt	Karyn	Teacher, Senior High	SunnysideHigh	6/11/2026
1023400	Klatt	Karyn	Teacher, Senior High	Sunnyside High	6/11/2026
1042889	Kosmosky	Michelle	Teacher, Senior High	FresnoHigh	6/30/2026
1017818	Lai-Do	Sam	Teacher, Elementary	EricsonElementary	6/16/2026
1017614	Lee	Anita	Teacher, Elementary	ThomasElementary	6/30/2026
1027906	Lemus	Felipe	Teacher, Elementary	AynesworthElementary	6/15/2026
1008383	Leonard	Diane	Teacher, Elementary	CentennialElementary	6/30/2026
1026631	Leyva	Sandra	Teacher, Elementary	LowellElementary	6/30/2026
1046976	Loera	Tamara	Teacher, Elementary	NorsemanElementary	6/30/2026
1009156	Lucero	Adrienne	Teacher, Bilingual	WinchellElementary	6/30/2026
1052957	Lucian	Alison	Teacher, Senior High	DuncanPolytechHigh	6/11/2026
1030940	Luna	George	Teacher, Middle School	BairdMiddle	6/12/2026
1024520	Lupercio	Lorenza	Teacher, Lrng Hndcp, Sdc	Ginsburg	6/30/2026
1017974	MacBride	Laura	Teacher, Elementary	BullardTalentK-8	6/11/2026
1029186	Marhenke	Peter	Teacher, Senior High	McLaneHigh	6/12/2026
1004105	Martinez	Benita	Teacher, Pre-School	BurroughsElementary	6/30/2026
1041094	Martinez	Cheryl	Practitioner, Nurse	HealthServices	6/11/2026
1008046	Martinez	Ovidio	Teacher, Middle School	ScandinavianMiddle	6/30/2026
1071070	Mason	Mark	Teacher, Senior High	PatinoEntrepreneurshipHigh	6/30/2026
1015684	Mayne	Karen	Teacher, Elementary	JeffersonElementary	6/15/2026
1039868	Mazanec	Caroline	Teacher, Elementary	GreenbergElementary	6/30/2026
1028351	Mccloskey	Laurie	Teacher, Elementary	KrattElementary	6/30/2026
1019281	Mccombs	Melody	Specialist, Resource, Sp Ed	StarrElementary	6/30/2026
1043295	Mcdonald	Kelly	Teacher, Lrng Hndcp, Sdc	ThomasElementary	6/30/2026
1039276	Mcendree	Scott	Teacher, Elementary	BalderasElementary	6/18/2026
1042077	Mcintosh	Shelley	Teacher, Elementary	ThomasElementary	6/30/2026
1022527	Mckinley	David	Teacher, Middle School	TenayaMiddle	6/12/2026
1011380	Megerdichian	Garo	Teacher, Senior High	BullardHigh	6/12/2026
1027828	Melchor	Jose	Teacher, Middle School	ComputechMiddle	6/30/2026
1012054	Mendes	Suzanne	Teacher, Elementary	NorsemanElementary	6/30/2026
1041285	Menze	Terri	Teacher, Elementary	HamiltonK-8	6/29/2026
1008785	Milos	Susan	Teacher, Elementary	ManchesterGateElementary	6/30/2026

1005827	Minasian	Laurie	Teacher, Elementary	HomanElementary	6/30/2026
1024282	Morgan	Sharon	Teacher, Elementary	GibsonElementary	6/30/2026
1033344	Myers	Karen	Teacher, Elementary	GibsonElementary	6/11/2026
1004874	Neufeld	Gail	Teacher, Je Young Academic	FarberIndependentStudy	6/30/2026
1009860	Nielsen	Lisa	Teacher, Elementary	BakmanElementary	6/30/2026
1006935	Noakes	Michael	Teacher, Spec Assgn	ElementaryDivisionAreaIII	6/30/2026
1003210	Noble-Snyder	Beth	Teacher, Elementary	ManchesterGateElementary	6/11/2026
1006405	Obrero	Patricia	Teacher, Autistic, Sdc	RataSchool	6/30/2026
1027519	Ojeda	Maria	Teacher, Pre-School	AnthonyElementary	6/30/2026
1019996	Olivarez	Gary	Teacher, Middle School	TiogaMiddleSchool	6/12/2026
1065906	Oliver	Kent	Teacher, Library, Media	TiogaMiddleSchool	6/26/2026
1019442	Olukanni	Femi	Teacher, Lrng Hndcp, Sdc	EdisonHigh	6/30/2026
1012016	Orozco	Salvador	Teacher, Middle School	TiogaMiddleSchool	6/12/2026
1051323	Osle	William	Teacher, Handicapped, Severely	GibsonElementary	6/11/2026
1033607	Papanickolas	Denise	Specialist, Resource, Sp Ed	PowersElementary	6/12/2026
1032363	Papulias	Rochelle	Teacher, Senior High	BullardHigh	6/30/2026
1036571	Park-Kruse	Janice	Teacher, Elementary	YokomiElementary	6/12/2026
1036296	Pauls	Kathy	Teacher, Elementary	RobinsonElementary	6/30/2026
1037225	Pedersen	Francine	Teacher, Middle School	BairdMiddle	6/15/2026
1020209	Perez	Cathleen	Coach, Literacy	TeacherDevelopment	6/30/2026
1004650	Perez	Gina	Coach, Literacy	ElementaryDivisionAreaIII	6/30/2026
1065729	Peterson	Karen	Teacher, Elementary	SlaterElementary	6/30/2026
1020153	Pewthers	Helen	Teacher, Elementary	GibsonElementary	6/12/2026
1007184	Pieper	Kristi	Teacher, Elementary	VangPaoElementary	6/15/2026
1007185	Pieper Torres	Lori	Teacher, Senior High	EdisonHigh	6/30/2026
1046319	Pierce	Lisa	Teacher, Elementary	ColumbiaElementary	6/30/2026
1020002	Pierce Womack	Iopha	Teacher, Middle School	TerronezMiddle	6/30/2026
1016190	Pineda	Francisco	Teacher, Elementary	ManchesterGateElementary	6/12/2026
1037739	Platt	Michelle	Teacher, Elementary	GreenbergElementary	6/30/2026
1020298	Prudek	Karen	Teacher, Elementary	CentennialElementary	6/30/2026
1069634	Ramirez	Guadalupe	Teacher, Senior High	DuncanPolytechHigh	6/26/2026
1039172	Ramirez-Munoz	Peggy	Teacher, Music, Elementary	Music/VisualandPerformArts	6/11/2026
1023955	Ramirez-Rivera	Maria	Teacher, Bilingual	HerreraElementary	6/12/2026
1023038	Ramos	Margarita	Teacher, Elementary	WinchellElementary	6/30/2026
1029802	Ramsey	Linda	Teacher, Elementary	AnthonyElementary	6/30/2026
1008164	Readicker	Rebecca	Teacher, Elementary	WoltersElementary	6/30/2026
1006961	Real	Sopheak	Teacher, Vocational Education	ComputechMiddle	6/30/2026
1065767	Rector	Karren	Teacher, Senior High	PatinoEntrepreneurshipHigh	6/30/2026
1037449	Reichert	Teri	Nurse	HealthServices	6/30/2026
1034441	Rice	Leticia	Teacher, Middle School	FortMillerMiddle	6/30/2026
1047859	Richey	Deanna	Teacher, Elementary	LincolnElementary	6/30/2026
1016081	Richner	Janice	Teacher, Senior High	FresnoHigh	6/30/2026
1028987	Roach	Anthony	Teacher, Elementary	TurnerElementary	6/30/2026
1041390	Roberts	Martha	Teacher, Music, Elementary	FresnoHigh	6/12/2026
1023087	Rodriguez	Lucio	Teacher, Middle School	TerronezMiddle	6/30/2026
1023315	Rodriques	Shannon	Teacher, Elementary	LeavenworthElementary	6/30/2026
1027055	Romero	Christine	Teacher, Bilingual	CalwaElementary	6/30/2026
1048391	Romero	Luz	Teacher, Music, Elementary	Music/VisualandPerformArts	6/30/2026
1043924	Romero-Torres	Lori	Teacher, Senior High	McLaneHigh	6/11/2026
1008579	Ruiz	Norma	Teacher, Pre-School	SlaterElementary	6/9/2026
1038405	Ryatt	Tamela	Teacher, Music, Elementary	Music/VisualandPerformArts	6/30/2026
1008131	Rydberg	Elise	Teacher, Elementary	KrattElementary	6/11/2026

1066520	Sagaser	Heidi	Nurse	HealthServices	6/30/2026
1006502	Samuelian	Linda	Teacher, Middle School	HamiltonK-8	6/30/2026
1019904	Sanchez	Jay	Teacher, Senior High	RooseveltHigh	6/30/2026
1029498	Sanchez	Sandra	Teacher, Bilingual	LaneElementary	6/30/2026
1066629	Sandhu	Rupinder	Teacher, Elementary	EricsonElementary	6/16/2026
1018466	Sarro	David	Teacher, Senior High	EdisonHigh	6/30/2026
1031568	Sauceda	Patrick	Specialist, Resource, Sp Ed	HooverHigh	6/29/2026
1048796	Shackelford	Patricia	Specialist, Resource, Sp Ed	SunnysideHigh	6/30/2026
1020258	Shaffer	Jeffrey	Teacher, Senior High	BullardHigh	6/12/2026
1014081	Shamshoian	Diane	Teacher, Elementary	EatonElementary	6/30/2026
1024894	Shanes	Craig	Teacher, Elementary	EasterbyElementary	6/30/2026
1007429	Shapazian	Craig	Teacher, Elementary	TatarianElementary	6/11/2026
1003393	Sheehan	Michelle	Teacher, Elementary	VikingElementary	6/30/2026
1043087	Shinkawa	Stephanie	Nurse	HealthServices	6/11/2026
1047840	Siechert	Philip	Teacher, Vocational Education	SunnysideHigh	6/12/2026
1029903	Sifuentes-Garcia	Delia	Teacher, Bilingual	CentennialElementary	6/30/2026
1041491	Silva	Eustolia	Teacher, Pre-School	BurroughsElementary	6/30/2026
1006497	Simmons	Annette	Coach, Literacy	DuncanPolytechHigh	6/30/2026
1038492	Simpson	Malcolm	Teacher, Handicapped, Orth Sdc	SpecialEd	6/30/2026
1043118	Sittre	Jocylin	Teacher, Elementary	MuirElementary	6/30/2026
1013140	Smith	Darlene	Teacher, Elementary	HamiltonK-8	6/12/2026
1037063	Smith	Julia	Teacher, Handicapped, Severely	RataSchool	6/30/2026
1041272	Smith	Robyn	Nurse	HealthServices	6/30/2026
1070416	Smith	Tammy	Teacher, Elementary	KingElementary	6/30/2026
1067779	Somers	Donald	Teacher, Elementary	RobinsonElementary	6/12/2026
1050074	Somers	Jill	Coach, Literacy	RobinsonElementary	6/12/2026
1019343	Sommers	Dionne	Coach, Literacy	ElementaryDivisionAreaIII	6/12/2026
1047184	Speir	Patrick	Teacher, Elementary	ManchesterGateElementary	6/30/2026
1015427	Stearns	Debra	Teacher, Elementary	EasterbyElementary	6/30/2026
1069092	Steinbach	David	Teacher, Middle School	Sequoia Middle	1/9/2026
1038569	Stlouis	Jennifer	Specialist, Resource, Sp Ed	NorsemanElementary	6/30/2026
1027468	Sue	Kevin	Teacher, Elementary	TurnerElementary	6/12/2026
1017874	Sullivan	Elizabeth	Teacher, Elementary	StoreyElementary	6/12/2026
1045247	Taleb	Khalida	Teacher, Lrng Hndcp, Sdc	TerronezMiddle	6/30/2026
1069555	Tevis	Sharon	Teacher, Elementary	JacksonElementary	6/30/2026
1004786	Thomas	Daniel	Teacher, Middle School	GastonMiddle	6/30/2026
1046318	Tinoco	Isabella	Teacher, Pre-School	CalwaElementary	6/30/2026
1037087	Torres	Aurora	Teacher, Senior High	SunnysideHigh	6/11/2026
1037144	Torres	Enrica	Specialist, Resource, Sp Ed	MuirElementary	6/30/2026
1002319	Toto	Patricia	Teacher, Elementary	VinlandElementary	6/30/2026
1012327	Traskin	Alethea	Teacher, Elementary	KirkElementary	6/30/2026
1048485	Trumley	Rhonda	Teacher, Senior High	McLaneHigh	6/12/2026
1014048	Uribe	Catherine	Teacher, Elementary	WoltersElementary	6/30/2026
1026529	Valenzuela	Ysidro	Teacher, Senior High	FresnoHigh	6/29/2026
1026529	Valenzuela	Ysidro	Teacher, Senior High	Fresno High	6/30/2026
1062903	Vandiver	Samuel	Teacher, ROTC	DuncanPolytechHigh	6/30/2026
1015436	Vandoren	Heidi	Coach, Literacy	PreschoolOffice	6/30/2026
1006133	Vargas	Mark	Teacher, Spec Assgn	ColumbiaElementary	6/30/2026
1003716	Vaughn	Melanie	Teacher, Je Young Academic	FarberIndependentStudy	6/11/2026
1028110	Vertson	Gina	Teacher, Je Young Academic	FarberIndependentStudy	6/30/2026
1069284	Vidinoff	John	Teacher, Senior High	FresnoHigh	6/12/2026
1024683	Villalvazo	Teresa	Teacher, Elementary	MayfairElementary	6/30/2026

1014043	VonBerg	Debbie	Teacher, Elementary	WishonElementary	6/15/2026
1006867	Wagner	Jane	Teacher, Spec Assgn	BullardTalentK-8	6/30/2026
1025510	Will	Lisa	Teacher, Elementary	TurnerElementary	6/30/2026
1009931	Williams	Meike	Teacher, Elementary	CentennialElementary	6/30/2026
1078676	Wilson	Briana	Paraeducator, DHH Sign	Ahwahnee Middle	11/14/2025
1017344	Wong	Brent	Teacher, Middle School	BairdMiddle	6/30/2026
1016276	Wright	Tim	Teacher, Senior High	SunnysideHigh	6/26/2026
1004465	Wright-Villalobos	Melissa	Specialist, Climate and Culture	PreventionAndIntervention	6/30/2026
1019414	Xiong	Emmanuel	Teacher, Senior High	SunnysideHigh	6/30/2026
1003167	Xiong	La	Teacher, Elementary	HeatonElementary	6/30/2026
1038104	Yelton-Curtis	Karen	Teacher, Senior High	FresnoHigh	6/30/2026
1004718	Yohannes	Carol	Teacher, Middle School	SequoiaMiddle	6/30/2026
1005971	Zenimura	Stacey	Teacher, Elementary	NorsemanElementary	6/30/2026
1062905	Zimmerman	Laurie	Teacher, Elementary	WebsterElementary	6/30/2026
1029535	Zuniga	Diane	Teacher, Music, Elementary	Music/VisualandPerformArts	6/12/2026

Classified Personnel

1008053	Acosta	Debbie	Operator, Swimming Pool	EdisonHigh	6/30/2026
1039792	Aguilar	Lucia	Paraprof, Mild/Moderate Support Needs	EricsonElementary	6/30/2026
1031548	Alcantara	Marchito	Custodian	NorsemanElementary	6/30/2026
1041142	Alzubaidi	Iqbal	Paraprof, Instructional Asst	CentennialElementary	6/30/2026
1051696	Anderson	Marvin	Worker, Grnds Maint I	PlantOperations	6/30/2026
1018891	Apodaca	Dora	Plant Coordinator I	AdultTransitionProgFairmont	6/30/2026
1050101	Arabian	Vahe	Nutrition Services Operator	NutritionServices	6/15/2026
1052564	Arevalo	Hector	Driver, Bus	Transportation	6/11/2026
1019197	Arreola	Melisa	Manager, Department Office	TransfersOffice	6/30/2026
1013759	Avila	Sylvia	Nutrition Services Manager	NutritionServices	6/30/2026
1034725	Ayala	Steve	Assistant, Resrce Cnslg	FresnoHigh	6/11/2026
1035032	Banuelos	Andrea	Paraprof, Bilingual Spanish	HidalgoElementary	6/30/2026
1036256	Belgara	Dulce	Paraeducator, DHH Sign	NorsemanElementary	6/30/2026
1025471	Blanco	Maria	Manager, School Office Middle	SequoiaMiddle	6/30/2026
1004454	Brenner	Douglas	Paraprof, PE/Athletics	EdisonHigh	6/11/2026
1035092	Brown	Jason	Warehouse / Freezer Worker	PackagingCenter	6/30/2026
1043514	Buehner	Audrey	Paraprof, Mild/Moderate Support Needs	SlaterElementary	6/12/2026
1064369	Burton	Brian	Administrator, Database	TechnologyServices	6/30/2026
1048092	Butz	Kenneth	Technician, Food Prod Utility	PackagingCenter	6/30/2026
1046290	Calderon	Irma	Paraprof, Extensive Support Needs	GreenbergElementary	6/30/2026
1061575	Caldwell	Cindy	Nutrition Services Operator	NutritionServices	6/30/2026
1047243	Cardenas	Leonardo	Mechanic, Hvac & Refrigeration	MaintenanceAndOperations	6/30/2026
1026135	Carlson	Susan	Paraeducator, DHH Oral	HooverHigh	6/11/2026
1022803	Carter	Melvina	Paraeducator, Community Based	HooverHigh	6/30/2026
1027455	Castillo	Laura	Secretary, Administrative III	InstructionalServices	6/30/2026
1041396	Castillo	Maria	Paraprof, Child Development	SlaterElementary	6/10/2026
1088208	Cavazos	Mercedes	Paraprof, Mild/Moderate Support Needs	Fort Miller Middle	11/21/2025
1026353	Ceballos	Libier	Nutrition Services Operator	NutritionServices	6/30/2026
1073734	Cerda	Maria	Paraprof, Mild/Moderate Support Needs	LeavenworthElementary	6/12/2026
1071340	Cerda	Joe	Custodian	BurroughsElementary	6/30/2026
1003674	Cha	Sia	Custodian	PlantOperations	6/30/2026
1040290	Chang	Kimberly	Custodian	ThomasElementary	6/30/2026
1041315	Chanthapany	Souvanthong	Custodian	SlaterElementary	6/30/2026
1015932	Chartier-Brogdon	Hilary	Secretary, Administrative I	MaintenanceAndOperations	6/30/2026
1046688	Chian	Li	Paraeducator, Soc Emot Intv	BullardHigh	6/30/2026

1027094	Clark	Cleo	Nutrition Services Assistant	NutritionServices	6/11/2026
1027302	Cruz	Norma	Nutrition Services Manager	NutritionServices	6/30/2026
1037641	Cruz	Sylvia	Paraprof, Extensive Support Needs	RataSchool	6/30/2026
1038957	Cuevas	Susanna	Paraprof, Extensive Support Needs	RobinsonElementary	6/30/2026
1005685	Dadoorian	Maxine	Mentoring Program Facilitator I	Men's&Women'sAlliance	6/30/2026
1030090	Davis	Karlos	Paraeducator, Community Based	AdultTransitionProgFairmont	6/28/2026
1069619	De Luna	Sandra	Nutrition Services Assistant	PackagingCenter	6/12/2026
1043493	Delacruz	Hilda	Nutrition Services Assistant	NutritionServices	6/15/2026
1012532	Delgado	Israel	Plant Coordinator I	RobinsonElementary	6/30/2026
1036810	Dequintana	Isabel	Specialist, Prevn & Intervn	PreventionAndIntervention	6/30/2026
1008831	Dias	Tony	Liaison, Community Relations	ParentInvolvementOffice	6/30/2026
1027155	Diaz	Maria	Translator, Material Spanish	TranslationandInterpretServ	6/30/2026
1053086	Diaz	Miguel	Driver, Bus	Transportation	6/30/2026
1037988	Dillard	Ellis	Mechanic, Hvac & Refrigeration	MaintenanceAndOperations	6/30/2026
1005148	Dixon	Chadd	Paraprof, Extensive Support Needs	RooseveltHigh	6/11/2026
1019825	Dunnington	Michael	Specialist, Irrigation	MaintenanceAndOperations	6/30/2026
1035052	Durst	Elena	Nutrition Services Cook/Baker	NutritionServices	6/12/2026
1004405	Eastman	Clifford	Specialist, Tech Support I	TechnologyServices	6/30/2026
1073717	Eberl	Rese	Technician, Libr Media-Middle	WawonaMiddle	6/30/2026
1053380	Ellis	Anne	Officer, Community Relations	CommInfo	6/30/2026
1006410	Escareno	Rose Mary	Assistant, Campus Safety	SequoiaMiddle	6/11/2026
1007159	Esparza	Terry	Paraprof, Instructional Asst	WinchellElementary	6/30/2026
1040300	Estrada	Alma	Nutrition Services Operator	NutritionServices	6/30/2026
1037766	Evans-Sandin	Joyce	Assistant, Attendance Records	SequoiaMiddle	6/30/2026
1048676	Fabela	Stevan	Driver,Relief Bus	Transportation	6/30/2026
1031543	Fernandez	Rebeca	Nutrition Services Manager	NutritionServices	6/30/2026
1067147	Flores	Laura	Paraeducator, Community Based	AddicottSchool	6/30/2026
1072577	Fraijo	Rachel	Nutrition Services Assistant	PackagingCenter	6/11/2026
1066162	Frantz	Sarah	Technician, Libr Media-Middle	AhwahneeMiddle	6/30/2026
1045233	Fritz	Jacqueline	Liaison, Home/School Spanish	HerreraElementary	6/30/2026
1017585	Gald	Brenda	Assistant, Health	HealthServices	6/30/2026
1019988	Gamez	Linda	Manager, School Office Elementary	WinchellElementary	6/30/2026
1016628	Ganiban	Emerson	Custodian	McLaneHigh	6/30/2026
1008341	Garcia	Maria	Manager, School Office Elementary	SunsetK-8	6/16/2026
1061621	Garcia	Gerald	Worker, Grnds Maint I	PlantOperations	6/30/2026
1068970	Garcia Duran	Pablo	Custodian	PlantOperations	6/30/2026
1040008	Garcia Gomez	Diana	Assistant, School Office	VangPaoElementary	6/30/2026
1037870	Gil	Beatriz	Nutrition Services Assistant	NutritionServices	6/30/2026
1022836	Gillespie	Danette	Paraprof, Extensive Support Needs	TiogaMiddleSchool	6/30/2026
1047590	Girado	Jennie	Paraprof, Extensive Support Needs	FigardenElementary	6/12/2026
1007371	Gobeli	Patricia	Paraprof, Mild/Moderate Support Needs	RooseveltHigh	6/25/2026
1041059	Godinez	Ramona	Driver, Bus	Transportation	6/11/2026
1065386	Gomez	Gloria	Assistant, School Office	DuncanPolytechHigh	6/30/2026
1008127	Goncalves	Natercia	Assistant, School Office	AynesworthElementary	6/12/2026
1076746	Gonzales	Francisco	Mechanic, Hvac & Refrigeration	MaintenanceAndOperations	6/30/2026
1036189	Gonzales	Ernest	Technician, Printing	GraphicCommunications	6/30/2026
1063657	Gonzales Jr	Thomas	Custodian	GastonMiddle	6/30/2026
1065019	Gonzalez	Jaime	Worker, Grnds Maint I	PlantOperations	6/30/2026
1085930	Grijalva	Jacqueline	Nutritionist	Nutrition Services	12/18/2025
1069705	Grijalva	Martha	Paraprof, Bilingual Spanish	RooseveltHigh	6/11/2026
1038083	Hadisubrata	Sutedja	Nutrition Services Operator	NutritionServices	6/30/2026
1007529	Hagopian	Edward	Paraeducator, Autism	HooverHigh	6/11/2026

1007382	Henry	Robert	Trades, Metal II	MaintenanceAndOperations	6/30/2026
1035268	Her	Lee	Custodian	LeavenworthElementary	6/30/2026
1003736	Her	Seng	Custodian	BairdMiddle	6/30/2026
1035787	Her	Boua	Custodian, Lead	PlantOperations	6/30/2026
1034774	Hernandez	Rosalinda	Manager, School Office Elementary	BakmanElementary	6/16/2026
1083246	Hicks	Matthew	Paraprof, Extensive Support Needs	McLane High	10/30/2025
1038014	Huerta	Martha	Paraprof, Extensive Support Needs	GibsonElementary	6/19/2026
1029893	Ibarra	Jorge	Plant Coordinator I	VikingElementary	6/30/2026
1067236	Israel	Zerviah	Assistant, Noontime	Lawless Elementary	10/27/2025
1005525	Ivazian	Marian	Paraprof, Mild/Moderate Support Needs	FresnoHigh	6/30/2026
1006407	Jackson	Tammy	Paraprof, Instructional Asst	Bullard Talent K-6	12/31/2025
1076785	Jacobo Tellez	Alex	Paraprof, After Schl/Ext Day	Ewing Elementary	6/12/2025
1036601	Janzen	Roslyn	Specialist, Hum Res Data II	HumanResources	6/30/2026
1030881	Jenkins	Gloria	Secretary, Administrative I	AdvancingAcdmcAccel&Achiev	6/30/2026
1046036	Jimenez	Maria	Custodian	NorsemanElementary	6/30/2026
1086848	Jimenez	Anthony	Assistant, Noontime	Centennial Elementary	8/29/2025
1007649	Johnson	Valerie	Paraeducator, Autism	TiogaMiddleSchool	6/30/2026
1033741	Josue	Gene	Laborer, Maintenance	MaintenanceAndOperations	6/30/2026
1064596	Kelley	Jessica	Technician, Libr Media-Elem	AyerElementary	6/12/2026
1068797	Klippert	Tracy	Technician, Disability/Retirem	Benefits&RiskManagement	6/30/2026
1050749	Kossian	Donna	Technician, Libr Media-Elem	StarrElementary	6/30/2026
1045752	Lee	Chor	Custodian	TiogaMiddleSchool	6/30/2026
1034997	Lee	Chue	Custodian	DuncanPolytechHigh	6/30/2026
1053314	Lewis	Robert	Assistant, Campus Safety	Sunnyside High	6/11/2026
1069100	Lindsey	Sasha	Paraprof, Extensive Support Needs	Hamilton K-8	10/15/2025
1030906	Lo	Bob	Worker, Grnds Maint I	PlantOperations	6/30/2026
1039717	Long	Henry	Paraprof, Extensive Support Needs	PowersElementary	6/30/2026
1039669	Lopez-Deceballos	Gloria	Nutrition Services Operator	NutritionServices	6/30/2026
1029331	Lor	Bee	Custodian	BullardHigh	6/30/2026
1062021	Lucero	Christopher	Nutrition Services Assistant	NutritionServices	6/11/2026
1038078	Lucio	Alice	Nutrition Services Assistant	NutritionServices	6/30/2026
1033740	Luevano	Jaime	Plant Coordinator II	BullardTalentK-8	6/30/2026
1050260	Lutz	Michael	Assistant, Campus Safety	CooperMiddle	6/30/2026
1012416	Ly	May Seng	Assistant, Health	HealthServices	6/30/2026
1010711	Martin	Ernest	Lead, Equipment Operator II	MaintenanceAndOperations	6/30/2026
1089449	Mata	Katrina	Paraprof, Mild/Moderate Support Needs	McCardle Elementary	11/3/2025
1051277	Medina	Elvira	Paraprof, Mild/Moderate Support Needs	CesarChavezSpecialEd	6/22/2026
1006301	Mendez	Carlos	Worker, Grnds Maint I	PlantOperations	6/30/2026
1039690	Mertens	Martha	Assistant, Health	HealthServices	6/11/2026
1050387	Miller	Cynthia	Nutrition Services Operator	NutritionServices	6/15/2026
1040283	Miller	Pilar	Operator, Equipment I	MaintenanceAndOperations	6/30/2026
1006864	Montague	Annette	Secretary, Executive To Supt	DeputySuperintendent	6/30/2026
1010016	Morales	Raylan	Nutrition Services Operator	NutritionServices	6/12/2026
1033840	Morales	Sandra	Paraprof, Child Development	PowersElementary	6/10/2026
1007655	Moreno	Lucy	Custodian	EdCenter-Maintenance&Ops	6/30/2026
1007657	Moreno	David	Plant Coordinator II	KingsCanyonMiddle	6/30/2026
1002761	Moua	Andy	Specialist, Primary Lang Instr	ParentInvolvementOffice	6/30/2026
1036870	Moua	Sai Vue	Custodian	ManchesterGateElementary	6/30/2026
1015751	Moultrie	Joyce	Plant Coordinator I	StarrElementary	6/30/2026
1077026	Murphy	Erica	Paraprof, Instructional Asst	Kirk Elementary	12/3/2025
1034135	Nazaroff	Steve	Lead, Hvac & Refrigeration Mechanic	MaintenanceAndOperations	6/30/2026
1006428	Nealy	Yvette	Clinician, Lic Mental Health	SpecialEd	6/30/2026

1030986	Nhotsavath	Chitchay	Assistant, School Program	SunnysideHigh	6/30/2026
1009602	Norman	Christopher	Worker/Driver, Warehouse II	Warehouse	6/30/2026
1088948	Nuno	Desari	Nutrition Services Assistant	Packaging Center	11/17/2025
1039439	Orosco	Sheila	Manager, School Office Elementary	TatarianElementary	6/30/2026
1006584	Osborn	Shane	Lead, Filter Changer	MaintenanceAndOperations	6/30/2026
1024929	Perry	Margaret	Nutrition Services Manager	NutritionServices	6/30/2026
1025747	Phillips	Tracy	Assistant, Health	HealthServices	6/12/2026
1088129	Phongsavanh	Lailah	Paraprof, After Schl/Ext Day	Pyle Elementary	11/14/2025
1009618	Pino	Sandra	Paraprof, Child Development	BurroughsElementary	6/30/2026
1022463	Pointer	Anton	Assistant, Campus Safety	KingsCanyonMiddle	6/11/2026
1027308	Porras	Martina	Specialist, Tech Support I	TechnologyServices	6/30/2026
1039013	Porter	Pamela	Worker, Grnds Maint III Chippe	PlantOperations	6/30/2026
1038423	Posada	Lydia	Nutrition Services Manager	NutritionServices	6/30/2026
1046662	Prindiville	Brian	Carpenter	MaintenanceAndOperations	6/30/2026
1049914	Quintana Gomez	Armando	Plant Coordinator I	LowellElementary	6/30/2026
1005150	Ramey	Kimberly	Plant Coordinator I	WinchellElementary	6/30/2026
1027659	Raymond	Debra	Paraeducator, Community Based	RataSchool	6/11/2026
1046399	Redfern	Donald	Lead, Plumber	MaintenanceAndOperations	6/30/2026
1023278	Regier	Susan	Manager, School Office Middle	TerronezMiddle	6/16/2026
1062009	Renovato	Patricia	Manager, School Office Elementary	SlaterElementary	6/30/2026
1037477	Reyes	Maria Estela	Nutrition Services Cook/Baker	NutritionServices	6/12/2026
1042962	Reynolds	Heather	Assistant, School Office	AyerElementary	6/12/2026
1009594	Reynoso	Judith	Mentoring Program Facilitator I	Men's&Women'sAlliance	6/30/2026
1035682	Riojas	Cassandra	Technician, Libr Media-Middle	ScandinavianMiddle	6/12/2026
1019370	Robertson	Orlando	Operator, Equipment II	MaintenanceAndOperations	6/30/2026
1006394	Rodgers	Carol	Paraeducator, DHH Oral	HooverHigh	6/15/2026
1023099	Rodrigues	Kimberley	Secretary, Administrative II	SpecialEducAdministration	6/30/2026
1045635	Rodriguez	Isabel	Paraprof, Extensive Support Needs	FresnoHigh	6/11/2026
1038431	Rodriguez	Ludivina	Custodian	AhwahneeMiddle	6/30/2026
1007112	Rodriguez-Ornelas	Grace	Manager, School Office Elementary	HomanElementary	6/30/2026
1022415	Rodwick	Jill	Specialist, Chd Wel & Attnd II	PreventionAndIntervention	6/30/2026
1044745	Rojas	Maria	Assistant, Health	HealthServices	6/12/2026
1061624	Romero	Arnita	Nutrition Services Assistant	PackagingCenter	6/30/2026
1008050	Romero	John	Plant Coordinator I	MallochElementary	6/30/2026
1037574	Rubalcaba	Maria	Assistant, Campus Safety	BullardHigh	6/30/2026
1014270	Rubalcaba	Nora	Registrar	HooverHigh	6/30/2026
1022772	Salcido	Diane	Paraprof, Mild/Moderate Support Needs	SunnysideHigh	6/30/2026
1033590	Sanders	Kathy	Driver,Bus Senior	Transportation	6/30/2026
1006424	Sandoval	Jose	Assistant, Campus Safety	RooseveltHigh	6/11/2026
1016140	Sandoval Figueroa	Lorena	Paraprof, Extensive Support Needs	HooverHigh	6/30/2026
1028482	Santana	Leonor	Registrar, Assistant	HooverHigh	6/30/2026
1017652	Serna	Yolanda	Secretary II	Music/VisualandPerformArts	6/30/2026
1049676	Serrano Arredondo	Rosa	Nutrition Services Cook/Baker	NutritionServices	6/11/2026
1070894	Serrato Jr	Louis	Painter	MaintenanceAndOperations	6/30/2026
1070793	Sewell	Grant	Assistant, Campus Safety	Baird Middle	11/10/2025
1003998	Silveira	Frances	Nutrition Services Cook/Baker	NutritionServices	6/30/2026
1017577	Sjoberg	Jennifer	Paraeducator, DHH Oral	HooverHigh	6/30/2026
1047689	Smith	Brian	Nutrition Services Assistant	NutritionServices	6/30/2026
1009614	Soliz	Ramona	Assistant, Campus Safety	HooverHigh	6/30/2026
1024970	Spencer	Terri	Nutrition Services Manager	NutritionServices	6/30/2026
1048884	Stegall	Michael	Engineer, Software	TechnologyServices	6/30/2026
1018431	Stewart	Janet	Assistant, Attendance Records	FresnoHigh	6/12/2026

1040023	Suwapong	Suwalee	Paraeducator, Autism	FigardenElementary	6/29/2026
1037939	Tamblingson	Virginia	Registrar, Cart	CenterforAdvancedResearch&	6/30/2026
1039581	Taylor	Denise	Paraeducator, Autism	RataSchool	6/30/2026
1008461	Taylor	Fani	Paraprof, Mild/Moderate Support Needs	GastonMiddle	6/11/2026
1051644	Thapar	Rosie	Nutrition Services Assistant	PackagingCenter	6/30/2026
1043113	Thomason	Rhonda	Manager, School Office Elementary	StarrElementary	6/30/2026
1064667	Trejo	Debra	Driver, Bus	Transportation	6/30/2026
1039319	Trevino	Sonia	Nutrition Services Manager	NutritionServices	6/30/2026
1043851	Ueland	Aaron	Paraprof, PE/Athletics	SunnysideHigh	6/30/2026
1025177	Uribe	Pearl	Paraeducator, Community Based	GibsonElementary	6/30/2026
1038932	Vang	Penh	Assistant, Attendance Records	DuncanPolytechHigh	6/12/2026
1006572	Vang	Stephanie	Technician, Attendance	CesarChavezAdultSchool	6/19/2026
1025208	Vang	Zam	Assistant, Resrce Cnslg Hmng	LeavenworthElementary	6/30/2026
1049919	Vang	Blia	Custodian	FortMillerMiddle	6/30/2026
1003381	Vang	Blong	Custodian	KirkElementary	6/30/2026
1035513	Vang	Kaying	Custodian	WinchellElementary	6/30/2026
1043236	Vang	Walue	Custodian	FresnoHigh	6/30/2026
1051184	Vang	Maykeu	Plant Coordinator I	WishonElementary	6/30/2026
1019357	Vang	Keith	Warehouse / Freezer Worker	PackagingCenter	6/30/2026
1028169	Vang	Naothai	Specialist, Tech Support I	Technology Services	6/30/2026
1074172	Vargas	Leslie	Assistant, Noontime	Sunset K-8	10/29/2025
1011901	Varian	Diane	Technician, Libr Media-Elem	HidalgoElementary	6/12/2026
1043391	Vasquez	Inez	Assistant, School Office	EwingElementary	6/12/2026
1011841	Vazquez-Medrano	Luz	Liaison, Home/School Spanish	CalwaElementary	6/11/2026
1050412	Veith	Kara	Paraprof, Instructional Asst	EatonElementary	6/11/2026
1061574	Velasco	Grace	Nutrition Services Assistant	NutritionServices	6/11/2026
1008102	Velasquez	Tina	Accountant I	NutritionServices	6/30/2026
1010054	Verduzco	Anthony	Custodian	RooseveltHigh	6/30/2026
1019093	Vidal	Manuel	Mentoring Program Facilitator I	Men's&Women'sAlliance	6/30/2026
1010805	Vidal	Lisa	Secretary, Administrative II	HumanResources	6/30/2026
1017641	Viles	Paul	Assistant, Campus Safety	WawonaMiddle	6/12/2026
1067422	Villalobos	Adrian	Driver,Truck	PackagingCenter	6/30/2026
1036444	Vivenzi	Wendee	Dispatcher, Maintenance	MaintenanceAndOperations	6/30/2026
1019548	Vo	Khanh	Custodian	BullardTalentK-8	6/30/2026
1046830	Vu	Kaying	Custodian	EasterbyElementary	6/30/2026
1042911	Vue	Lee	Custodian	McLaneHigh	6/30/2026
1014140	Walker	Revel	Lead, Mobile Maintenance	MaintenanceAndOperations	6/30/2026
1064081	Walter	Andrew	Plant Coordinator I	KrattElementary	6/30/2026
1033113	Wheeler	Helen	Technician, Libr Media-Middle	HamiltonK-8	6/30/2026
1025556	Whitfield	Danette	Nutrition Services Manager	NutritionServices	6/12/2026
1052644	Wong	Ngan	Nutrition Services Assistant	PackagingCenter	6/30/2026
1030907	Xiong	Lou	Nutrition Services Assistant	PackagingCenter	6/30/2026
1046828	Xiong	Chia	Custodian	SunnysideHigh	6/30/2026
1035003	Xiong	Zong	Custodian	LaneElementary	6/30/2026
1037582	Xiong	Zoua	Custodian	BakmanElementary	6/30/2026
1025597	Yang	Garry	Custodian	TehipiteMiddle	6/30/2026
1040540	Yang	May	Custodian	AynesworthElementary	6/30/2026
1060403	Zamora	Marilu	Nutrition Services Assistant	PackagingCenter	6/30/2026

Management Certificated

1046702	Ailanjian	Landon	Principal III	KingsCanyonMiddle	6/30/2026
1050276	Alcantara-Mercado	Nicolas	Counselor, School	EdisonHigh	6/18/2026

1012876	Auble	Sandra	Principal III	CooperMiddle	6/30/2026
1029961	Barbis	Heidi	Manager II, Infant Preschool	SpecialEd	6/30/2026
1028329	Batard	Anne	Manager II, English Lang Dev	Multi-Lingual/Multi-Cultural	6/30/2026
1007359	Buettner	Elizabeth	Principal II	EatonElementary	6/30/2026
1008070	Buttles	Keda	Vice Principal II	Secondary/AdultEducation	6/30/2026
1013730	Carey	Timothy	Manager III, Athletics	Extracurricular&Cocurricular	6/30/2026
1045675	Clarke	Kimberley	Counselor, School	RooseveltHigh	6/18/2026
1041086	Ellis	Michael	Vice Principal II	FortMillerMiddle	6/30/2026
1008071	Espinosa	Angelica	Principal II	WinchellElementary	6/30/2026
1008267	Flake	Derrick	Principal II	SpecialEd	6/30/2026
1006453	Goorabian-Ellis	Julie	Principal III	ScandinavianMiddle	6/30/2026
1018962	Gunter	Christie	Manager II, Regional Instruct	SpecialEd	6/30/2026
1027408	Gutierrez	Miguel	Vice Principal I	AddamsElementary	6/30/2026
1013087	Hansen	Derrick	Principal II	GibsonElementary	6/30/2026
1068534	Hendricks-Brown	Kimberly	Principal II, Special Assignment	AdvancingAcdmcAccel&Achiev	6/30/2026
1015494	Hickman	Maria	Vice Principal I	JeffersonElementary	6/30/2026
1024619	Jimenez	Pablo	Vice Principal III	SunnysideHigh	6/30/2026
1016753	Kitchen	Cheryl	Vice Principal II	ScandinavianMiddle	6/30/2026
1007181	Lambaren	Maryann	Manager II, English Lang Dev	Multi-Lingual/Multi-Cultural	6/30/2026
1037384	Lucio	Maricela	Counselor, School	YosemiteMiddle	6/18/2026
1040676	Mahmood	Colleen	Vice Principal II	TiogaMiddleSchool	6/30/2026
1064251	Martin	Timona	Principal III	BairdMiddle	6/30/2026
1019345	Munoz	Jose	Principal V	EdisonHigh	6/30/2026
1019409	Nuno	Almadelia	Principal III	WawonaMiddle	6/30/2026
1078007	Reid	Teshami	Principal II	AddicottSchool	6/30/2026
1031360	Robles	Elizabeth	Vice Principal II	WawonaMiddle	6/24/2026
1007355	Rocha-Salazar	Maria	Principal II	ChiefAcademicOffice	6/30/2026
1027023	Rodriguez	Tina	Principal II	EricsonElementary	6/30/2026
1027449	Romero	Denise	Principal II	WebsterElementary	6/30/2026
1011891	Russell	Patricia	Vice Principal I	StarrElementary	6/30/2026
1009202	Salazar	Vincent	Vice Principal II	AlternativeEducation	6/30/2026
1010317	Scroggins	Robyn	Manager II, Regional Instruct	SpecialEd	6/26/2026
1032411	Shaw	Alan	Psychologist, School	RataSchool	6/30/2026
1065599	Smith	Jennifer	Vice Principal III	RooseveltHigh	6/30/2026
1007056	Splan	Kristine	Psychologist, School	FresnoHigh	6/30/2026
1047701	Wells	Bryan	Asst Supt, School Leadership	InstructionalDivision	6/30/2026
1004787	White	Linda	Principal II	McCardleElementary	6/30/2026
1030619	Yang	Thao	Counselor, Head	DuncanPolytechHigh	6/24/2026

Management Classified

1047981	Aboularage	Anthony	Supervisor, Bus Shop	Transportation	6/30/2026
1022341	Alarcon	Marcos	Dist Supv I, Custodial Serv	PlantOperations	6/30/2026
1006781	Almaguer	Lorena	Manager II, General	CustomerService-HR	6/30/2026
1049448	Boehringer	Georgia	Coordinator I, Extended Learning	KrattElementary	6/30/2026
1029254	Boyd	Daniel	Supervisor, Mobile Unit	MaintenanceAndOperations	6/30/2026
1010134	Brown	Kari	Manager II, General	CollegeReadiness	6/30/2026
1022255	Cook	Tim	Supervisor, Lock Shop	MaintenanceAndOperations	6/30/2026
1042218	Coulson	Lisa	Analyst II	DeptofCulture&StudentIncl	6/30/2026
1010367	Difilippo	Giovanna	Superintendent, Assistant	HumanResources	6/30/2026
1033286	Diviccaro	Kathryn	Analyst II	SpecialEducAdministration	6/30/2026
1007463	Ertl	Dean	Supervisor, General Maint	MaintenanceAndOperations	6/30/2026
1002877	Forges-Webb	Melanie	Manager III, General	AnalysisMeasurement&Accoun	6/30/2026

1026003	Furlow	Karen	Director, General	AnalysisMeasurement&Accoun	6/30/2026
1008788	Garcia	Henry	Dist Supv I, Custodial Serv	PlantOperations	6/30/2026
1043605	Grider	Lisa	Analyst, General	AlternativeEducation	6/30/2026
1020200	Howell	Annarita	Superintendent, Assistant	LaborRelations	6/30/2026
1008298	Jacinto-Hernandez	Rachel	Manager IV, School Office	EdisonHigh	6/30/2026
1052566	Jansen	David	Executive Director	TechnologyServices	6/30/2026
1004893	Laettner	Linda	Executive Officer General	OfficeofEngagement	6/30/2026
1074873	Lundberg	Tamara	Officer, Chief Technology	TechnologyServices	6/30/2026
1003661	Mazzoni	Maria	Superintendent, Assistant	HumanResources	6/30/2026
1040079	Mikerin	Anatoliy	Dist Supv I, Custodial Serv	PlantOperations	6/30/2026
1006878	Mitchell	Laura	Manager II, General	PreschoolOffice	6/30/2026
1007541	Moore	Gary	Manager II, General	SchoolSafety/Security	6/30/2026
1008235	Myers	Jeff	Manager III, General	HumanResources	6/30/2026
1040897	Navarro	Edith	Superintendent, Assistant	HumanResources	6/30/2026
1065322	Neufeld	Philip	Executive Officer General	AnalysisMeasurement&Accoun	6/30/2026
1011268	Olais	Felicia	Director, General	CharterOffice	6/30/2026
1011278	Orosco	Marie	Manager IV, School Office	DuncanPolytechHigh	6/30/2026
1051888	Ponce Rodriguez	Gloria	Manager II, General	DualEnrollment&AdvancedAca	6/30/2026
1045324	Powell	Randy	Director, General	HumanResources	6/30/2026
1038897	Pulos	Peter	Administrator, General	AlternativeEducation	6/30/2026
1070603	Renovato	Robert	Manager II, Maint & Oper Serv	MaintenanceAndOperations	6/30/2026
1047610	Rogers	Cindy	Administrative Analyst, REA	AnalysisMeasurement&Accoun	6/30/2026
1014062	Rontelli	Pete	Dist Supv I, Custodial Serv	PlantOperations	6/30/2026
1048705	Ruiz	Ruben	Supervisor, Metal Trades	MaintenanceAndOperations	6/30/2026
1008562	Sassano	Linda	Manager II, General	ChiefAcademicOffice	6/30/2026
1011484	Schubert	Susana	Supervisor, School Food Serv	PackagingCenter	6/30/2026
1030006	Talamantez	Kenney	Supervisor, Plant, Cart	CenterforAdvancedResearch&	6/30/2026
1006879	Turk-Collins	Kimberly	Superintendent, Assistant	HumanResources	6/30/2026
1007568	Valenzuela	Manuel	Supervisor, High School Plant	DuncanPolytechHigh	6/30/2026
1051397	Wall	Brian	Director, General	CustomerService-HR	6/30/2026
1028819	Watkins	Sherri	Director, General	CesarChavezAdultSchool	6/30/2026

DECEASED

Certificated Personnel

1035646	Svigos	Marybel	Teacher, Elementary	Turner Elementary School	11/30/2025
1081724	Xiong	Choua	Teachert, Child Dvlnmt	Roosevelt Pace Center	10/14/2025

LEAVE REQUEST

Classfied Personnel

1066966	Martinez	Monica	Custodian	Eaton Elementary	11/21/2025

PROMOTIONS

Classified Personnel

1075654	Berends	Cynthia	Paraeducator, Community Based	Bullard High	11/3/2025
1074269	Canizales	Juanita	Paraeducator, Autism	Viking Elementary	11/4/2025
1079354	Castro	Jolynn	Technician, Disability/Retirem	Benefits & Risk Management	11/10/2025
1088786	Flores Arriaga	Flor	Nutrition Services Assistant	Nutrition Services	12/1/2025
1086855	Greene	Courtney	Paraprof, Mild/Moderate Support Needs	Hoover High	11/3/2025
1068427	Hurtado De Maciel	Maria	Paraprof, Child Development Bilingual	Roeding Elementary	11/4/2025
1061164	McAllister	Shanieka	Paraeducator, Community Based	Addicott School	11/10/2025
1086786	Ortez	Rebecca	Paraprof, Early Chldhd Mil/Mod Support Needs	Columbia Elementary	11/13/2025
1088032	Pena Romero	Lessther	Liaison, Home/School Spanish	Lincoln Elementary	12/1/2025

1083405	Polanco	Carlos	Custodian, Lead	Edison High	11/4/2025
1086527	Real	Ronnie	Paraprof, Mild/Moderate Support Needs	McCardle Elementary	12/1/2025
1063766	Scott	Tasheana	Paraprof, Extensive Support Needs	Figarden Elementary	11/10/2025
1081957	Venegas Ayala	Candianni	Paraprof, Early Chldhd Mil/Mod Support Needs	Columbia Elementary	11/10/2025

Management Classified

1032985	Garcia	Monica	Manager I, Program	Nutrition Services	10/21/2025
1044966	Odom	Janell	Manager II, General	Prevention And Intervention	11/17/2025

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Meeting Minutes

ITEM DESCRIPTION: Included in the Board materials are draft minutes of the Board of Education for the special meeting held December 01, 2025, and the regular meeting held December 10, 2025.

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

PREPARED BY Ambra O'Connor

DIVISION: Office of the Superintendent

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor 

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

MINUTES – BOARD OF EDUCATION SPECIAL MEETING

Fresno, California
December 01, 2025
Fresno Unified School District, Education Center, 2309 Tulare Street, Fresno, CA 93721.

At the special meeting of the Fresno Unified School District Board of Education held December 01, 2025, there were present Board Members Cazares, Levine, Thomas, Wittrup, and Clerk Islas. Superintendent Her was also present. Member Jonasson Rosas was absent.

Board Members Levine and Thomas participated from the teleconference location as follows: California School Boards Association, Delegate Assembly at the Hyatt Regency Hotel, 1209 "L" Street, Sacramento, California 95814. Pursuant to Government Code Section 54953 (B)(2) all action taken during this teleconference meeting was by roll call vote.

Board President Davis CONVENED the Special Board Meeting at 5:05 p.m.

OPPORTUNITY for Public Comment on Closed Session Items

For the record, the Board received no public requests to address the Board on Closed Session items.

Board President Davis ADJOURNED the meeting to Closed Session at 5:08 p.m. to discuss the following:

1. Conference with Legal Counsel, Existing Litigation (Government Code Section 54956.9 (d)(1)
   a. Joni Kolb, Janell Beamon and Heidi Sagaser vs. FUSD,
      Fresno Superior Court No. 24CECG00947,
      Claim No. GL23-0629-9338

Board President Davis RECONVENED the meeting to Open Session at 5:33 p.m.

Clerk Islas reported there were no items to report from Closed Session.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received no requests to address the Board during Unscheduled Oral Communications.

D. ADJOURNMENT

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

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
December 10, 2025
Fresno Unified School District, Education Center, 2309 Tulare Street, Fresno, CA 93721.

At the regular meeting of the Fresno Unified School District Board of Education held December 10, 2025, there were present Board Members Cazares, Davis, Islas, Jonasson Rosas, Levine, Thomas, and Wittrup. Superintendent Her was also present as well as Student Members Mayes and Souksamlane.

Board President Davis CONVENED the Regular Board Meeting at 4:45 p.m.

PLEDGE OF ALLEGIANCE

David Chavez led the Pledge of Allegiance.

OPPORTUNITY for Public Comment on Closed Session Items

For the record, the Board received no public requests to address the Board on Closed Session items.

A. RECEIVE INFORMATION & REPORTS

For the record, the Board was in receipt of agenda items A-1 through A-4 as follows:

A-1, Receive the Constituent Services Quarterly Reporting.
A-2, Receive the List of Board Committees and Organizations.
A-3, Receive the Fresno Unified School District First Quarterly Investment Report for Fiscal Year 2025/26.
A-4, Receive the 2024/25 School Facility Fee Public Information Report.

ANNUAL ORGANIZATION OF THE GOVERNING BOARD

Superintendent Her presided over the organizational meeting and called for motions to affirm the position of Genoveva Islas as Board President, pursuant to Board Bylaw 9100 Organization.

On a motion by Board Member Wittrup, seconded by Board Member Levine, the Board affirmed the election of Genoveva Islas as Board President by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Islas, Jonasson Rosas, Levine, Thomas, and Wittrup.

Newly affirmed, Board President Islas called for motions to affirm the position of Andy Levine as Board Clerk, pursuant to Board Bylaw 9100 Organization.

On a motion by Board Member Davis, seconded by Board Member Cazares, the Board affirmed the election of Andy Levine as Board Clerk by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Islas, Jonasson Rosas, Levine, Thomas, and Wittrup.

Board President Islas called for a brief RECESS at 4:47 p.m. and ADJOURNED the Regular Board Meeting to Closed Session at 4:55 p.m.

Board President Islas RECONVENED the meeting to Open Session at 6:10 p.m.

Reporting Out of Closed Session

For the record, there were no reports from closed session.

For the record, Clerk Levine read the approved Board Shared Agreements 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 the Appointment of Board Member Voting Representative and Alternate Voting Representative to the Fresno County Committee on School District Organization

For the record, the Board received no public requests to speak on agenda item B-1, Discuss and Approve the Appointment of Board Member Voting Representative and Alternate Voting Representative to the Fresno County Committee on School District Organization.

For the record, Ambra O'Connor was available to provide clarity.

On a motion by Board Member Cazares, seconded by Board Member Davis, the Board approved the appointment of Board Member Levine as the Voting Representative to the Fresno County Committee on School District Organization, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and President Islas. Student Members Mayes and Souksamlane voted yes as well.

On a motion by Board Member Levine, seconded by Board Member Davis, the Board approved the appointment of Board Member Jonasson Rosas as the Alternate Voting Representative to the Fresno County Committee on School District Organization, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and President Islas. Student Members Mayes and Souksamlane voted yes as well.

B-2, PRESENT and DISCUSS Charter School Renewal Process Review for 2025/26

For the record, the Board received no public requests to speak on agenda item B-2, Present and Discuss the Charter School Renewal Process Review for 2025/26.

For the record, Board Members provided comments and raised questions regarding agenda item B-3. A summary of Board Member feedback is outlined below:

Member Wittrup requested clarity as to the responsibility of the district and why the district is asked to sponsor charter schools when the district does not have oversight into what is happening at the charter school.

Member Jonasson Rosas asked what the different criteria for consideration from a renewal process are versus accepting a charter petition, are there different items which are part of an initial petition that are not part of the renewal process.

Clerk Levine requested clarity as to the Local Educational Agency (LEA) related to charter schools and asked when the district is the charter authorizer is the charter school then referred to as the LEA. Requested clarity as to the district's responsibility related to material revision requests, specifically those pertaining to waiting lists. Member Levine asked during the renewal process if the Board is authorized to provide a conditional two-year renewal with the requirement of a program improvement plan if the charter school is in the lower performance range. Member Levine asked if the district as the authorizing agent can require a charter school to commit to being measured by the district's Board adopted goals and guardrails.

Member Davis asked how long a charter school had been in a low performance level and why Dashboard Alternative Status Schools were not categorized in the same performance levels of high, middle, and low. Member Davis requested the number of students attending charter schools and if charter schools experienced declining enrollment.

Member Thomas asked if there are issues with the district's belief in a charter school's ability, can the district legally instead of extending it for a five-year term extending for a three or two-year term.

Member Jonasson Rosas asked if the district's upward academic trajectory has anything to bear in terms of the charter school's high, middle, and low performance levels, and because district neighborhood schools are now meeting higher proficiency levels compared to charter schools, how will this effect the rating of performance tiers.

President Islas asked for the number of charter schools the district has authorized and the number of those that are within the boundaries of Fresno Unified. President Islas requested the financial impact to the district of the ten authorized charter schools. President Islas requested clarity as to the next steps when the district has to intervene with a remedy plan for a charter school and if a remedy isn't achieved at some point there may be the potential for a revocation plan, at that point what is the transition plan for students. Is there a timeline for the process? Would students return to their home schools?

For the record, at this time an individual of the public requested to address the Board. The individual's name and a summary of topic are as follows:

1. Kristina Homes-McIntyre shared a personal experience of filing a complaint

against a charter school and their concerns of the process.

Student Member Souksamlane commented on understanding Fresno Unified oversees charter schools, and charter schools oversee their own daily oversight, and asked if Fresno Unified is responsible for dealing with a charter school's conflicts, and if the district is held accountable for something the district does not see. Student Member Souksamlane requested clarity as to what the district considers necessary for intervention.

For the record, Felicia Olais, legal counsel Davina Harden, and Patrick Jensen were available to provide clarity.

B-3, PRESENT and DISCUSS the 2024/25 Audited Financial Statements Prepared by Crowe LLP

For the record, the Board received no public requests to speak on agenda item B-2, Discuss and Approve the 2024/25 Audited Financial Statements Prepared by Crowe LLP.

For the record, Board Members provided comments and raised questions regarding agenda item B-2. A summary of Board Member feedback is outlined below:

Member Cazares thanked Patrick Jensen and staff for the big lift of preparing for the audit to ensure compliance in all departments and coming away with such great findings.

Member Wittrup echoed comments of Member Cazares and expressed appreciation for the work by the staff and both internal and external auditors.

Member Davis expressed appreciation for the great findings which have allowed the district to have bonds issued and top ratings.

President Islas expressed congratulations to staff and thanks for all the hard work that went into this matter.

For the record, Patrick Jensen and Jen Ares were available to provide clarity.

OPPORTUNITY for Public Comment on Consent Agenda Items

For the record, the Board received no public requests to speak on the Consent Agenda.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Thomas, the Board approved the Consent Agenda with the exception of agenda item C-12, which was pulled for a Trustee recusal, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and President Islas. Student Members Mayes and Souksamlane voted yes as well.

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, 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 November 19, 2025.

C-2, ADOPT Provisional Internship Permits
ADOPTED as recommended, Provisional Internship Permit recommendations to rehire or hire upon Board adoption.

C-3, ADOPT Variable Term Waiver for Bilingual Cross-Cultural, Language and Development Authorization
ADOPTED as recommended, Variable Term Waiver requests for Bilingual Cross-Cultural, Language and Development Authorization for the 2025/26 school year.

C-4, APPROVE Personnel List
APPROVED as recommended, the personnel List, Appendix A, as submitted.

C-5, APPROVE Meeting Minutes
APPROVED as recommended, the draft minutes for the regular meeting of the Fresno Unified School District Board of Education held, November 19, 2025.

C-6, APPROVE Monitoring Calendar Revision
APPROVED as recommended, the 2025-2030 Student Outcomes Focused Governance revised monitoring calendar. The Equitable Access Interim Goal #3 (EA3), initially set for monitoring discussion at the December 17, 2025, meeting, has been rescheduled to March 25, 2026, when data will be available. The calendar revision reflects that change.

C-7, APPROVE the Fresno Unified School District 2025/26 First Interim Financial Report

APPROVED as recommended, the Fresno Unified School District First Interim Financial Report. California school districts are required to approve interim financial reports twice each fiscal year. The Fresno Unified School District 2025/26 First Interim Financial Report is presented for approval and reflects a positive certification of the district's financial condition. The report is based on October 31, 2025, year-to-date revenue and expenditures as required by state law.

C-8, APPROVE Award of Bid 26-18, Columbia Elementary School Recycled Water Conversion

APPROVED as recommended, information on Bid 26-18, Columbia Elementary School Recycled Water Conversion. The project consists of converting the existing irrigation system to utilize the City of Fresno's recycled water supply, conserving potable water, and supporting the city's sustainability efforts. Staff recommend the award to the lowest responsive, responsible bidder: Geometric Construction, Inc. (Fresno, California) $247,446.

C-9, APPROVE Disposal List of Items to Remove from District Inventory

APPROVED as recommended, a list of district inventory items that have been disposed of to remove from the district inventory. Staff recommends Board approval to remove disposed and obsolete district property from inventory, in accordance with Board Policy 3270, for items verified as no longer needed and beyond their useful life.

C-10, APPROVE Use of Individual Piggyback Contracts

APPROVED as recommended, a list of seven 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 furniture and instructional supplies, buses, irrigation materials and supplies, electronic items, and cloud solution software. Use of piggyback contracts is allowed under Public Contract Codes 10299 and 20118 and is a procurement best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency.

C-11, RATIFY Purchase Orders from September 01, 2025, through September 30, 2025 – Primary Report

RATIFIED as recommended, information on purchase orders issued from September 01, 2025, through September 30, 2025-Primary Report. Two items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

C-12, RATIFY Purchase Orders from September 01, 2025, through September 30, 2025 – Supplemental Report

RATIFIED as recommended, information on purchase orders issued from September 01, 2025, through September 30, 2025-Supplemental 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.

For the record, Clerk Levine read the statement as follows:

> Agenda item C-12 on tonight's Consent Agenda, contains purchase orders between Fresno Unified School District and the California Teaching Fellows Foundation, the CSUF Fresno Foundation, California State University, Fresno, the CSUF Athletic Corp., The CSUF/Downing Planetarium as well as the Friends of the Bulldog Marching Band.
>
> 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 Davis, seconded by Board Member Jonasson Rosas, the Board approved agenda item C-12 by a roll call vote of 6-0-0-1 as follows: AYES: Board Members Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, and President Islas. Student Members Mayes and Souksamlane voted yes as well. ABSTENTIONS: Board Clerk Levine.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

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

1. Carl D'Souza expressed appreciation for the extension through the end of the year of the Memorandum of Understanding (MOU) between Fresno Unified and the California State University, Fresno, Joyce M. Huggins Early Education Center, and presented information in support of the continuation of the MOU.
2. Chamrouen Yann shared personal experience of working at the Joyce M. Huggins Early Education Center and advocated in support for continuation

of the MOU.

3. Samuel Ortiz shared personal experience of working at the Joyce M. Huggins Early Education Center and advocated in support for continuation of the MOU.
4. Christine Tang shared personal experience from their child attending the Joyce M. Huggins Early Education Center and advocated in support for continuation of the MOU.
5. Amanda Whitehead read a statement on behalf of a parent who could not attend the Board meeting and advocated in support for continuation of the MOU.

OPPORTUNITY for Board Member Reflections on the Board Shared Agreements

Member Jonasson Rosas commented that while acknowledging staff and expressing appreciation is amazing it reminded Jonasson Rosas of the Board's time study and goals. Member Jonasson Rosas would like to continue to improve the Board's goal monitoring and put that forth as her own reflection.

Member Thomas shared that the district received an award from the California Association of Black School Educators (CABSE). The association was interested in the work Fresno Unified is doing towards student outcomes focused governance.

Member Thomas requested an overview of Board Bylaw 9100 Organization and asked why the Board changed to a rotation schedule as well as what avenues are available to the Board in the event leadership responsibilities are not taken seriously or a member is overbearing in the role of president.

For the record, Chief of Staff O'Connor was available to provide clarity.

Member Davis shared that Student Board Member Souksamlane was elected as the Squadron Commander of the ROTC Unit at Duncan Polytechnical High School and because members represent all student in Fresno Unified Member Davis was there to witness the honor bestowed upon Jonaven Souksamlane. Member Davis shared as part of her work with a service organization she will be a Farber next week to present a bicycle to a student with perfect attendance.

President Islas reflected on the Board Shared Agreements and wanted to emphasize the importance of respect and civility and commented there may be times that members are clearly not in agreement but can appreciate the willingness to agree to disagree in a respectful manner. President Islas hopes the Board can keep that in the forefront and are cooperative in efforts to improve student outcomes in Fresno Unified.

President Islas provided a special shout out in recognition of the achievements of Hoover and McLane High Schools as they have increased 20 points in their academic performance.

D. ADJOURNMENT

Board President Davis ADJOURNED the meeting at 7:51 p.m.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve the 2025/26 Classified Hourly Salary Schedule for Reclassification of Library Media Technician and Student Transfer Technician

ITEM DESCRIPTION: Included in the Board material is the 2025/26 Classified Hourly Salary Schedule for Reclassification of Library Media Technician and Student Transfer Technician. As a result of a compensation study conducted by Fresno Unified School District the following position are being reclassified; Library Media Technician Elem – G24 to Library Media Technician – Elem G25, Library Media Technician Middle – G25 to Library Media Technician- Middle – G26, Library Media Technician High School – G26 to Library Media Technician-High School – G27, Student Transfer Technician – G32 to Student Transfer Technician – G33.

FINANCIAL SUMMARY: Sufficient funds are available in the district at this time.

PREPARED BY: Annarita Howell

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3548

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

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule
2025-2026
Effective July 1, 2025

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G18	Paraprof, PE/Athletics	W041	$18.7463	$18.7463	$18.8359	$19.7428	$20.7475
G19	Office Clerk	W073	$18.7463	$18.7463	$19.2546	$20.2313	$21.2359
	Paraprof, After Schl/Ext Day	W022					
	Paraprof, Alternative Educ	W036					
	Paraprof, Child Aide	W032					
	Paraprof, Child Development	W033					
	Paraprof, Instructional Asst	W037					
	Paraprof, Library	W040					
G20	Office Assistant I	W056	$18.7463	$18.8359	$19.7428	$20.7475	$21.7802
	Paraprof, Resource Lab	W043					
G22	Mailroom Assistant	W054	$18.8359	$19.7428	$20.7475	$21.7802	$22.8961
G23	Early Childhood Food Service Asst	W068	$19.2546	$20.2313	$21.2359	$22.3520	$23.4404
	Office Assistant II	W057					
	Paraprof, Computer Lab Asst I	W034					
	School Readiness Facilitator	W108					
	School Readiness Facilitator-Hmong	W100					
	School Readiness Facilitator-Lao	W103					
	School Readiness Facilitator-Spanish	W106					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2025-2026

Effective July 1, 2025

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G24	Health Assistant	W020	$19.7428	$20.7475	$21.7802	$22.8961	$24.1241
	~~Library Media Technician-Elem~~	~~W204~~					
	Paraprof, Bilingual Arabic	W245					
	Paraprof, Bilingual Punjabi	W275					
	Paraprof, Bilingual Hmong	W024					
	Paraprof, Bilingual Lao	W027					
	Paraprof, Bilingual Spanish	W030					
	Paraprof, Child Development, Bilingual	W251					
	Translator/Assessor Hmong	W222					
	Translator/Assessor Lao	W224					
	Translator/Assessor Spanish	W225					
G25	Accounting Payroll Technician I	W183	$20.2313	$21.2359	$22.3520	$23.4404	$24.6823
	~~Library Media Technician-Middle~~	~~W205~~					
	Library Media Technician-Elem	W204					
G26	Account Clerk II	W070	$20.7475	$21.7802	$22.8961	$24.1241	$25.2680
	Attendance Records Assistant	W011					
	Instructional Materials Asst II	W052					
	~~Library Media Technician-High School~~	~~W206~~					
	Medi-Cal Billing Technician	W246					
	Registrar Assistant	W158					
	Resource Counseling Assistant	W018					
	Resource Counseling Asst-Hmong	W014					
	Resource Counseling Asst-Lao	W016					
	Resource Counseling Asst-Spanish	W017					
	Library Media Technician-Middle	W205					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2025-2026

Effective July 1, 2025

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G27	Categorical School Program Assistant	W235	$21.2359	$22.3520	$23.4404	$24.6823	$25.9796
	Choral Assistant/Accompanist	W065					
	Human Resources Assistant	W236					
	Office Assistant III	W058					
	Paraprof, Computer Lab Asst II	W035					
	School Office Assistant	W060					
	Secretary I	W159					
	Special Ed Office Assistant	W214					
	Library Media Technician-High School	W206					
G28	Bookstore Technician	W189	$21.7802	$22.8961	$24.1241	$25.2680	$26.5241
	Instructional Materials Assistant III	W053					
	Library Resource Technician	W207					
	Maintenance Dispatcher	W195					
	Printing Technician	W233					
	Paraprof, Mild/Moderate Support Needs	W269					
	Paraprof, Visual Impairment	W270					
	Telecommunication Operator I	W150					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2025-2026

Effective July 1, 2025

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G29	Accounting Payroll Technician II	W184	$22.3520	$23.4404	$24.6823	$25.9796	$27.2774
	Copier Systems Operator	W147					
	Facilities Reservation Technician	W196					
	Home/School Liaison	W228					
	Home/School Liaison-Hmong	W121					
	Home/School Liaison-Lao	W124					
	Home/School Liaison-Spanish	W125					
	Home/School Liaison-Punjabi	W274					
	Paraprof, Early Childhood Mild/Mod Support Needs	W271					
G30	Media Specialist/Braille Transcriber	W220	$22.8961	$24.1241	$25.2680	$26.5241	$27.9191
	Medical Lab Technician	W208					
	Paraprof, Moderate/Severe: Autism	W259					
	Paraprof, Moderate/Severe: DHH Oral	W260					
	Paraprof, Moderate/Severe: DHH Sign	W261					
	Paraprof, Moderate/Severe: Soc Emot Interven	W262					
	Paraprof, Extensive Support Needs	W267					
G31	Account Clerk III	W071	$23.4404	$24.6823	$25.9796	$27.2774	$28.6029
	Assistant, Campus Safety	W061					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2025-2026

Effective July 1, 2025

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G32	Assessment Svcs Technician-Hmong	W009	$24.1241	$25.2680	$26.5241	$27.9191	$29.2728
	Assessment Svcs Technician-Lao	W008					
	Assessment Svcs Technician-Spanish	W010					
	Lead After School/Extended Day	W076					
	Library Cataloger	W067					
	Material Translator-Hmong	W082					
	Material Translator-Khmer	W083					
	Material Translator-Lao	W085					
	Material Translator-Spanish	W088					
	Migrant Education Liaison-Hmong	W127					
	Migrant Education Liaison-Spanish	W128					
	Prevention and Intervention Technician	W216					
	Program Eligibility Technician	W072					
	~~Student Transfer Technician~~	~~W203~~					
	Telecommunication Operator II	W151					
G33	Benefits Eligibility Assistant	W012	$24.6821	$25.9796	$27.2774	$28.6029	$30.0681
	Customer Service Representative	W174					
	High School Financial Technician	W200					
	Offset Press Operator	W149					
	Paraeducator, Community Based	W152					
	Student Transfer Technician	W203					
G34	Accounting Payroll Technician III	W185	$25.2680	$26.5241	$27.9191	$29.2729	$30.7656
	Attendance Technician	W187					
	Budget Technician I	W190					
	Paraeducator, Speech	W153					
	Purchasing Technician I	W212					
	Child Welfare & Attend Specialist I	W138					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2025-2026

Effective July 1, 2025

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G34	Facilities Project Technician	W237	$25.2680	$26.5241	$27.9191	$29.2729	$30.7656
	Lead Campus Security	W078					
	Medical Assistant	W021					
	Program Technician	W210					
	Secretary II	W160					
	Student Records Technician	W242					
	Testing Technician	W217					
G35	Career Center Facilitator	W110	$25.9796	$27.2774	$28.6029	$30.0681	$31.5611
	Home Education Facilitator-Hmong	W093					
	Home Education Facilitator-Spanish	W096					
	Job Developer I	W079					
	Registrar	W157					
	School Office Manager Elementary	W140					
	School/Community Liaison-Hmong	W131					
	School/Community Liaison-Indian	W132					
	School/Community Liaison-Lao	W134					
	School/Community Liaison-Spanish	W135					
	School/Community Liaison-NonLanguage	W137					
	Workplace Technician	W181					
	Paraeducator, Autism	W230					
	Paraeducator, Soc Emot Intervention	W231					
	Paraeducator, Deaf/Hard of Hearing (Oral)	W272					
	Paraeducator, Deaf/Hard of Hearing (Sign)	W273					
G	Administrative Secretary I	W161	$26.5241	$27.9191	$29.2729	$30.7656	$32.4399
	Budget Technician II	W191					
	Child Welfare & Attend Specialist II	W165					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule
2025-2026
Effective July 1, 2025

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G36	Department Office Manager	W139	$26.5241	$27.9191	$29.2729	$30.7656	$32.4399
	Grants Technician	W197					
	Help Desk Support Technician	W146					
	Purchasing Technician II	W268					
	Staff Development Technician	W215					
G37	Disability/Retirement Technician	W171	$27.1869	$28.5444	$29.9733	$31.4704	$33.0441
	Human Resources Data Specialist I	W172					
	Human Resources Specialist	W201					
	School Office Manager - Middle	W142					
	Workers' Comp Technician	W182					
G38	Technology Support Specialist I	W176	$27.8660	$29.2592	$30.7208	$32.2562	$33.8676
	Tier II Intervention Specialist	W264					
G39	Operator, Computer II	W144	$28.6029	$30.0681	$31.5611	$33.1933	$34.8535
	Education Audiologist Technician	W019					
G40	Administrative Secretary II	W162	$29.3158	$30.8161	$32.3534	$34.0201	$35.7238
G41	Architectural Drafting Specialist	W066	$30.0681	$31.5611	$33.1933	$34.8535	$36.7373
	Media Technician/Driver	W219					
G42	Accountant I	W001	$30.7656	$32.4399	$34.1002	$35.7745	$37.5883
	Educational Transcriber	W221					
	Employee Service Center Specialist	W248					
	Human Resources Data Specialist II	W173					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule
2025-2026
Effective July 1, 2025

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G42	Payroll Specialist	W249	$30.7656	$32.4399	$34.1002	$35.7745	$37.5883
	Photographer/Media Technician/Driver	W265					
G43	Network Technician I	W192	$31.5611	$33.1933	$34.8535	$36.7373	$38.5790
	Technology Support Specialist II	W232					
	Technical Specialist I	W239					
	Systems Technician I	W243					
G44	Community Education Specialist	W167	$32.4399	$34.1002	$35.7745	$37.5883	$39.5973
	Community Relations Liaison	W120					
	Community Relations Liaison Spanish	W256					
	Community Relations Liaison Hmong	W257					
	Community Relations Liaison Lao	W258					
	Job Developer II	W080					
	Media Production Specialist	W180					
G45	Primary Language Instruction Specialist	W178	$33.1933	$34.8535	$36.7373	$38.5790	$40.4625
	Speech Language Pathologist Assistant	W250					
	Mentoring Program Facilitator I	W252					
G46	Accountant II	W002	$34.1002	$35.7745	$37.5883	$39.5973	$41.5231
	Student Attend Review Board Technician	W213					
	Mentoring Program Facilitator II	W253					
	Licensed Vocational Nurse	W198					
G47	Licensed Mental Health Clinician	W074	$34.9459	$36.7106	$38.5454	$40.4720	$42.5556
G	Network Technician II	W193	$38.5790	$40.4625	$42.5556	$44.6764	$46.9087

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2025-2026

Effective July 1, 2025

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G51	Software Developer I	W004	$38.5790	$40.4625	$42.5556	$44.6764	$46.9087
	Systems Technician II	W244					
	Technical Specialist II	W229					
	Technology Support Specialist III	W247					
G53	DHH Cued Lang Transliterator Itinerant	W090	$40.5875	$42.6159	$44.7475	$46.9853	$49.3334
	DHH Oral Interpreter Itinerant	W091					
	DHH Sign Interpreter Itinerant	W092					
G54	Software Developer II	W005	$41.5231	$43.6433	$45.8346	$48.1089	$50.6341
G55	DHH Sign Interpreter (Certified) - Itinerant II	W263	$42.5556	$44.6764	$46.9087	$49.3645	$51.8620
	Senior Interpreter - Translator, Bilingual	W266					
G58	Network Technician III	W194	$45.8346	$48.1089	$50.6341	$53.2291	$55.8941
	Software Developer III	W006					
	Technical Specialist III	W062					
	Web Administrator	W227					
	Systems Administrator	W238					
G59	Information System Specialist	W003	$46.9087	$49.3645	$51.8620	$54.5269	$57.2893
	Software Engineer	W240					
G60	Database Administrator	W170	$48.1256	$50.5321	$53.0594	$55.7125	$58.4985
	Systems Programmer	W154					
	Systems Engineer	W241					

FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly Salary Schedule

2025-2026

Effective July 1, 2025

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G62	Network Security Specialist	W177	$50.6341	$53.2291	$55.8941	$58.7407	$61.6566

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual $500 for BA +90*

Annual $1000 for Master's*

Annual $1500 for earned Doctorate*

*Credit for only one degree will be given

Fresno Unified School District
Board Agenda Item

Board Meeting Date: December 17, 2025

ACTION REQUESTED: Approve

TITLE AND SUBJECT: Approve Addition to Legal Services Agreements for 2025/26

ITEM DESCRIPTION: Included in the Board material is a document listing an additional legal firm recommended for approval to provide legal services to Fresno Unified School District during the 2025/26 fiscal year. The firm's name, location, and attorney hourly rates are also listed. The representation agreement is 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 agreement will allow the district 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
December 17, 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	**Dannis Woliver Kelley**	**Sacramento**	**Education Law**	**N/A**	**$245 - $500**
8	Draa & Lapcevic LLP	Campbell	Commercial Litigation/Professional Liability	N/A	$250 Hybrid Contingency
9	Fagen, Friedman & Fulfrost	Fresno	Human Resources	$260 - $295	$270- $305
10	Fresno County Superintendent of Schools	Fresno	General Legal	$175	$200
11	Hanna, Brophy, MacLean, McAleer & Jensen, LLP	Fresno	Workers' Compensation	$180 - $195	$190 - $225
12	Ice Miller	Indianapolis, IN	Payroll Law	$459-$738	$459-$738
13	Law Office of Duncan, Cassio, Lucchesi, Binkley and Van Doren, Professional Corporation	Fresno	Workers' Compensation	$155 - $175	$155 - $175
14	Law Office of Jane Woodcock	Fresno	Workers' Compensation	$150 - $200	$150 - $200
15	Law Office of Rick Jensen	Fresno	Defense/Subrogation	$135	$135
16	Lozano Smith	Fresno	Full-Service Education	$215 - $400	$225 - $450
17	Mark T Harris	Sacramento	Civil Rights/Education Law	N/A	$450
18	McCormick Barstow LLP	Fresno	Full-Service	$210 - $335	$230 - $450
19	Mullen & Filippi	Fresno	Workers' Compensation	$175 - $180	$175 - $180
20	Nielsen, Merksamer, Parrinello, Gross & Leoni	San Rafael	Government Law	$670 - $720	$705 - $750
21	Nossaman LLP	San Francisco	Full-Service	$355 - $785	$355 - $785
22	Orbach Huff & Henderson LLP	Pleasanton	Project Labor Agreements	$300 - $335	$340 - $375
23	Potomac Law Group, LLP	Walnut Creek	Full-Service	$445 - $470	$460 - $560
24	Whitney Thompson & Jeffcoach	Fresno	Litigation/Construction	$225 - $356	$300 - $400
25	Yrulegui & Roberts	Fresno	Workers' Compensation	$152	$152

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Amendment to the Agreement with Judge Rotenberg Education Center

ITEM DESCRIPTION: Included in the Board materials is a request to approve an amendment to the agreement with the Judge Rotenberg Education Center (JRC) for the Non-Public School placement of a Fresno Unified student. The student's continued placement at JRC is necessary due to significant behavioral, emotional, and educational needs that require a highly structured and specialized residential program. JRC provides 24-hour supervision, intensive behavioral treatment, individualized academic instruction, and related services aligned with the student's Individualized Education Program (IEP) that cannot be met within district programs.

Under this agreement, JRC will continue to provide residential placement, educational services, and all required one-to-one supports. This includes 24-hour residential care, daily academic programming on all school days, and continuous supervision tailored to ensure the student's safety, stability, and academic and behavioral progress.

To prevent any interruption in services and ensure full continuity of the educational and therapeutic supports required by the student's Individualized Education Plan, this amendment extends the placement through June 30, 2026, as detailed in the agreement.

FINANCIAL SUMMARY: Sufficient funds in the amount of $521,486 are available in the Special Education budget.

PREPARED BY: Jennifer Stacy-Alcantara

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

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

Carlos Castillo (Dec 4, 2025 16:13:22 PST)

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

Contract Routing Form

Re: Completed Amendment to Contract Attached

Contract Number: 317235

Federal Funding Will Not Be Used

Judge Rotenberg Educational Center, Inc	***250 Turnpike , Canton, Ma, 02021***
Vendor Name	***Address***
781-828-2202	**Glenda P. Crookes**
Phone Number	***Vendor Contact***
Term (Duration) From: 11/18/2025	**Through: 6/30/2025**
FUSD Contract Administrator: Patrick.Morrison@fresnounified.org	**Special Educ Administration**
Name	***Site/Dept***

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

060	6500	0787	7142	5761	9200
060	6546	0326	5110	5763	3120
060	6546	0326	5110	5762	3120

Original Contract: $93,266.32
Amended Contract: $521,486.63

Authorized as Not to Exceed

Scope of Work Summary: *The* Contractor *Will Provide Residential Placement, Educational Services, And All Required One-To-One Support For The Student. This Includes 24-Hour Residential Care, Daily Educational Programming On All School Days, And Continuous Supervision And Support Aligned With The Student'S Iep To Ensure Safety, Stability, And Academic Progress.*

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:** Abraham Olivares

2) Reviewed & approved by **Cabinet Level:** Jennifer Stacy Alcantara

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

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

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

Routing:CFO Board Date(if applicable): 12/17/2025

Procurement Detail *| Creative Alternatives Inc., RFQ 24-05 Special Education Services, 07067*

Independent Contractor Services Agreement

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

GENERAL INFORMATION Contract Number: *317235* Funding: *Federal Funding Will Not Be Used*

	060	**6500**	**0787**	**7142**	**5761**	**9200**
	060	**6546**	**0326**	**5110**	**5763**	**3120**
School/Department Budget:	**060**	**6546**	**0326**	**5110**	**5762**	**3120**

Contractor's Vendor Name: ***Judge Rotenberg Educational Center, Inc***

Contractor's Contact Person: **Glenda P. Crookes**

Contractor's Title: ***President/Ceo***

Contractor's Telephone Number: **781-828-2202**

Contractor's E-mail: ***P.Crookes@Judgerc.Org***

Contractor's Address: ***250 Turnpike , Canton, Ma, 02021***

Original Contract Amount: **$93,266.32** Original Contract Board Approval:

This Amendment Contract Amount: **$521,486.63**

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

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 Student's Individualized Education Plan (IEP) requires that Fresno Unified School District (FUSD) provide an Free and appropriate public education in the least restrictive environment. Aproximately 2.5 years ago Student transferred to Fulton in response to loosing her placement at Creative alternatives due to escalating behavior, psychiatrict hospitalizations. Parents provided advocacy letters from treatment providers outlining her need for a residential placement to provide psychiatric stabilization so she will be available for learning. While providing as much support as possible while at Fulton concurrent to searching for residential treatment facilities, she has been hospitalized multiple times, required police intervention in the home and school multiple times and presents a continued risk to her own safety and her family. Over 60 treatment facilities have rejected her based on her psychiatric hospitalizations. She has been on the Judge Rotenberg wait	By allocating the necessary resources, FUSD will ensure compliance with the IEP requirements and provide the Student with full access to the educational setting. It is vital to address the psychiatric and behavioral needs in a residential setting to insure her safety and that of her family while reducing the behaviors and symptoms under APE.	Judge Rotenberg Center (JRC) will provide the residential, behavioral support and academic setting necessary to benefit from FAPE. They will track her behavior and the functions to determine what symptoms are behavioral, which are medical and which are psychiatric.	Student will have access to the appropriate intervention for each behavioral and psychiatric presentation in order to teach her necessary perquisite skills to access academic opportunities.	From November 2025 through January 31, 2026 Specific: The student will attend school without any absences of one week or longer due to psychiatric hospitalizations. JRC staff will conduct a functional behavioral assessment (FBA) within 10 school days of any identified behavioral concern and collect daily behavioral data (frequency, duration, antecedents, and consequences) using a standardized data sheet. Measurable: Attendance will be tracked via official school records (target: 0 absences ≥1 week). FBAs will be documented	Time-bound: From February 1, 2026, through April 30, 2026. Specific: JRC will develop and implement short-term (1–7 days) and long-term (8–30 days) behavior contracts based on FBA outcomes, covering all categories of the student's functioning (academic, social-emotional, self-regulation, and daily living skills). Contracts will be monitored daily, weekly, and monthly, with data entered into the JRC web application and made accessible to the district. Measurable: 100% of contracts will be FBA-derived (verified via documentation). Monitoring will achieve 100% daily	From May 1, 2026, through June 30, 2026 The student will demonstrate improved self-regulation and adaptive behaviors (as defined by FBA targets in academic engagement, emotional regulation, social interactions, and daily living skills) sufficient to reduce JRC's direct 24/7 support to 12 hours per day (7 a.m.–7 p.m. or 7 p.m.–7 a.m., per family preference), with the remaining 12 hours managed via remote monitoring, safety checks, and emergency protocols only. Measurable: - 100% of FBA-identified target behaviors will occur at or below 20% of baseline frequency/duration (tracked via daily behavior logs in JRC web app). - Zero critical incidents

list for over a year. A spot has recently opened up for her.				(target: ≥1 per concern). Daily data sheets will be completed for every school day the student is present (target: 100% completion rate). Achievable: JRC will use existing monitoring protocols, collaborate with the student's treatment team, and implement proactive behavioral supports based on FBA results to prevent hospitalization-level crises. Relevant: Reducing extended absences directly supports the student's academic progress, social-emotional stability, and transition goals while aligning with JRC's behavioral intervention framework. Time-bound:	entries, 100% weekly summaries, and 100% monthly reviews in the web app. District access will be confirmed via logged views (target: ≥1 per week by district designee). Achievable: JRC will use existing FBA results, contract templates, and web application infrastructure. Staff training and scheduled review meetings will ensure consistent data entry and district collaboration. Relevant: FBA-based contracts target the root causes of hospitalization-level behaviors, promote skill-building across functioning domains, and ensure transparent progress monitoring aligned with IEP and district oversight goals.	(self-harm, aggression, elopement, or psychiatric crises) requiring 24/7 staffing reinstatement for **≥30 consecutive days**. - **12-hour support schedule** will be documented in daily shift logs and confirmed by **district review** (target: ≥1 weekly log-in). **A**chievable: JRC will use FBA-driven behavior contracts, skill-building interventions, gradual fading of staff prompts, and family/staff training on the 12-hour protocol. A **30-day transition plan** with weekly progress checks will ensure safety and stability. **R**elevant: Reducing 24/7 support promotes independence, aligns with the student's long-term transition goals, reduces restrictive interventions, and supports family integration while maintaining safety. **T**ime-bound: From **May 1, 2026, through June 30, 2026**.

Contract: 785129 JUDGE ROTENBERG EDUCATIONAL CENTER, INC

FUSD Contract Administrator: Patrick.Morrison@fresnounified.org

Attachments

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

December 2025-June 2026

Judge Rotenberg Education Center

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA FRESNO UNIFIED SCHOOL DISTRICT

Contract Year 2025-2026

XX Nonpublic School

_____ Nonpublic Agency

Type of Contract:

_____ Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

XX

_____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

_____ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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Attachments:
MA OSD Rate Letters
JRC Calendars
Insurance Certificate

2025-2026 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY:

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on December 18, 2025, between Fresno Unified School District, hereinafter referred to as the local educational agency ("LEA"), a member of the SELPA and Judge Rotenberg Education Center (nonpublic, nonsectarian school or agency), hereinafter referred to as Residential Treatment Center or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with Residential Treatment Center services until the date on which an IEP team meeting is convened, the IEP team determines that a Residential Treatment Center is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a Residential Treatment Center. All Residential Treatment Center services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's Residential Treatment Center certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from December 18, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is

participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent

compensatory service hours awarded to student as a result of lack of provision of services while student was served by the Residential Treatment Center.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for Residential. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and

authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a Residential Treatment Center. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

vi. Parent does not include the state or any political subdivision of government or the Residential Treatment Center under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state Residential Treatment Center certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting.

To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury
$3,000,000 general aggregate
$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations

pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is affiliated with a **residential treatment center**, the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if Residential Treatment Center, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the

cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq...

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided

to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of

any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions

may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the individual's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back
6. Use prone containment.
7. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915.CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings

regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with

appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of

clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test

clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public-school campus, sign in/out procedures shall be followed by NPS/A providers working in a public-school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the

parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood

that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title

34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the ~~18th~~ day of December, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR

Judge Rotenberg Educational Center

Nonpublic School/Agency

By: _____
Signature **Date**

~~Nathan Blenkush~~
Assistant Executive Director/Director of Clinical Services

LEA

Fresno Unified School District

LEA Name

By: _____
Signature **Date**

Patrick Jensen
Chief Financial Officer

Notices to LEA shall be addressed to:

Abraham Olivares Nov 20 2025 18:00:21 PST

Name and Title
Abraham Olivares, Assistant Superintendent

LEA
Fresno Unified School District

Address
890 S. Tenth Street

City **State** **Zip**
Fresno CA 93702

Phone **Fax**
(559) 457-3220

Email
Abraham.Olivares@fresnounified.org

Patrick Morrison

Patrick Morrison, Executive Director

Address
~~2309 Tulare St.~~

City **State** **Zip**
~~Fresno~~ ~~CA~~ ~~93721~~

Phone **Fax**
~~559-457-3000~~

Email
~~Patrick.Morrison@fresnounified.org~~

Additional LEA Notification
(Required if completed)

Dec 1, 2025

Stacey Sandoval, Executive Dir. Risk Management

Address
2309 Tulare St.

City **State** **Zip**
Fresno CA 93721

Phone **Fax**
559-457-3000

Email
Stacey.Sandoval@fresnounified.org

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Judge Rotenberg Education Center
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: n/a

Maximum Contract Amount: $428,220.31

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:
$617.13 per day

2) Residential Treatment Center Rate:
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: $628.97

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	$45.75	Per Hour for 24 hours
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		

Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Parent Visit	$10.0000	one parental visit

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on December 18, 2025 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Fresno Unified School District Nonpublic School Judge Rotenberg Educational Center

LEA Case Manager: [redacted] Phone Number 559-457-3000

Pupil Name [redacted] Sex: [redacted] M [redacted] F Grade: [redacted]
(Last) (First) (M.I.)

Address [redacted] City [redacted] State/Zip [redacted]

DOB _____ Residential Setting: X Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian [redacted] Phone (559) [redacted]
(Residence)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 360 during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: 150 during the regular school year Year Around during the extended school year.

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: $617.13

   Estimated Number of Days 132 **x Daily Rate** $617.13
   _____ **= PROJECTED BASIC EDUCATION COSTS** $81,461.16

   B. RELATED SERVICES: $122,649.15 (Residential for 195 days at 628.97 per day)

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)				24 hours per day	$45.75/per hour	195	$214,110
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $ $428,220.31

4. Other Provisions/Attachments:

Vendor Addendum

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Judge Rotenberg Educational Center

(Signature) (Date)

Nathan Blenkush, Assistant Executive Director/Director of Clinical Services
(Name and Title)

-LEA/SELPA-

Fresno Unified School District
(Name of LEA/SELPA)

(Signature) (Date)

Patrick Jensen, Chief Financial Officer
(Name of Superintendent or Authorized Designee)

-LEA/SELPA-

Fresno Unified School District

Dec 1, 2025

(Signature) (Date)

Stacey Sandoval, Executive Director, Risk Management

-LEA/SELPA-

Fresno Unified School District

Abraham Olivares (Nov 20, 2025 18:00:21 PST) Nov 20, 2025

(Signature) (Date)

Abraham Olivares, Assistant Superintendent, Special Education

Fresno Unified School District

Patrick Morrison Nov 20, 2025

(Signature) (Date)

Patrick Morrison, Executive Director, Special Education

Addendum to Nonpublic Master Contract Between the Fresno Unified School District and The Judge Rotenberg Educational Center, Inc.

The Fresno Unified School District acknowledges that it has authorized The Judge Rotenberg Educational Center, Inc. ("Contractor") to provide services (the "Services") to an individual resident of California (the "Student") at the Contractor's premises in Massachusetts. Services will be provided in accordance with the Nonpublic Master Contract (the "Contract") for the term commencing on December 18, 2025, as amended by this addendum (the "Addendum"), through June 30, 2026.

Capitalized terms used in the Contract and not otherwise modified or defined below shall have those meanings ascribed to such terms in the Contract.

1. Contractor is licensed and/or approved by the Massachusetts Department Early Education and Care, Massachusetts Department of Developmental Services, and Massachusetts Elementary and Secondary Education. LEA acknowledges that such licensure and/or approval satisfies any licensing regulatory standards and compliance under the Contract.

2. LEA acknowledges that it does not require or mandate that Contractor become a California Department of Education certified program or Medicaid provider during the term of the Contract. Notwithstanding the foregoing, Contractor agrees to work in good-faith with the LEA in any waiver submission documentation -- LEA acknowledges and agrees that Contractor makes no warranties and/or representations regarding waiver approval.

3. Massachusetts Department of Early Educational and Care (EEC) background record checks (BRCs) shall be conducted on Contractor's employees in accordance with 606 CMR 14.00 seq., and as otherwise required by the Massachusetts Department of Elementary and Secondary Education (ESE). These BRC's shall include Massachusetts Criminal Offender Record Information (CORI) check through the Department of Criminal Justice Information Services (DCJIS); a fingerprint-based check of state and national criminal history databases (i.e., Criminal History Record Information checks); a Department of Children and Families (DCF) check for supported findings of abuse and neglect; a Sex Offender Record Information (SORI) check through the Massachusetts Sex Offender Register Board (SORB); and when applicable, a search of the National Sex Offender Registry (NSOR) database or out-of-state records for any known criminal history, child welfare, and sex offender information where the individual has lived in the past five years. The Contractor additionally conducts employee background checks through the databases of the Office of Inspector General, System for Award Management, and Office of Foreign Assets Control. LEA acknowledges that this pre/employment background check screening procedure satisfies its requirements under the Contract.

4. Emergency physical restraint shall be governed by applicable Massachusetts laws and regulations. LEA acknowledges that Contractor's policies and procedures on emergency physical restraint satisfy its requirements under the Contract.

5. Health related supports shall be governed by applicable Massachusetts laws and regulations. LEA acknowledges that Contractor's policies and procedures on health-related supports satisfy its requirements under the Contract.

6. The Contractor's use of behavioral interventions shall be in accordance with the JRC Policy on Behavior Management. LEA acknowledges that Contractor's policy satisfies the LEA's rules, regulations and standards as set forth in the Contract, or as otherwise specified.

7. LEA acknowledges that for any Student under the Contract, the Contractor may utilize, authorize, or order transport restraints to the extent that such restraints are implemented with Contractor's "JRC Policy on Transport Restraint for Non-Substituted Judgment Student's."

8. LEA acknowledges that although Contractor is authorized to use Massachusetts Level-III aversive interventions pursuant to a court-authorized treatment plan (pursuant to the regulations of the Massachusetts Department of Developmental Services, 115 CMR 1.00 *et seq.*), the use of the graduated electronic decelerator ("GED") shall be strictly prohibited for the Student under the Contract.

9. Contractor shall maintain and abide by a written policy for student discipline that is consistent with Massachusetts state and federal law and regulations

10. Upon LEA's reasonable written request, Contractor shall provide LEA staff information required to document that Contractor's staff members are authorized to provide special education and/or related services regarding the professional services provided to the Student covered under the Contract.

11. Contractor shall ensure that all individuals employed, contracted, and/or otherwise hired by Contractor to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, waiver, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with applicable law. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

12. Contractor shall notify the LEA of any changes in professional credentialed/licensed staff directly impacting services to the Student under the Contract; and/or when personnel changes occur that substantially impact the provision of special education and/or related services to the Student under the Contract.

13. Records of the Student shall be maintained and kept confidential by the Contractor in accordance with the Massachusetts Student Record Law, M.G.L. c. 71, Sections 34D and 34F and 603 CMR 23.00 *et seq.*, provided that the Contractor may use such records to establish or collect its charges or invoices, or to defend itself or its employees or agents against accusations of wrongful conduct. Contractor may provide others with such records or the information contained therein if Contractor is obligated to disclose the same by law or by order of a court, governmental body or administrative agency. Contractor shall allow LEA to monitor and evaluate the services of the Student and shall make available, upon request, any records pertaining to the Student to authorized LEA personnel that are not otherwise held confidential or restricted by 603 CMR 23.00 *et seq.* or other applicable laws or regulations. LEA acknowledges that Contractor's maintenance of records and confidentiality practices satisfy its requirements.

    Contractor shall allow the LEA to conduct site visits to the Contractor's program, which visits may be (i) unannounced, or (ii) announced and at a time mutually acceptable to the parties. During such site visits, the Contractor shall allow the LEA to review all documents relating to the provision of services to the Student that are not otherwise held confidential or restricted by applicable laws or regulations. Subject to the foregoing, the following documents may be reviewed by the LEA in connection with such site visits: (a) general documents available to the public; (b) documents specifically related to the Student; and (c) other documents only to the extent that such documents are necessary to verify and evaluate services provided under the Contract.

    The LEA acknowledges and agrees that Contractor's records directly pertaining to the services provided to the Student(s) under the Contract shall be made available for the LEA's review at Contractor's main administrative building during standard administrative business hours.

14. The per diem price to be charged by the Contractor for the basic program shall be the price approved, from time to time, by the Massachusetts Operational Services Division or by such other agency as may be empowered by the laws of the Commonwealth of Massachusetts to approve prices for the Contractor. The 2025-2026 Massachusetts Operational Services Division rate letter is attached hereto, as EXHIBIT A. The Contractor shall also provide any one-to-one services, as agreed upon, and incorporated into the Student's IEP. One-to-one services are not included in the basic program per diem rate, and shall be billed at the standard rate of $45.75 per/hour for one direct care staff member.

In the event that the Contractor should obtain an adjustment in the price due to a rate increase by the Massachusetts Operational Services Division or by such other agency as may be empowered by the laws of the Commonwealth of Massachusetts to approves prices for the Contractor, the Contractor shall pay the adjusted price when effective and, in the event that such adjustment is retroactive, the LEA shall pay the Contractor within 30 days after such price is announced and billed, an amount representing the difference between sums previously paid for the prior period and the sum which would have been paid had the adjusted price been in effect during such period.

15. The Contractor shall submit a school calendar to the LEA designating the total number of billable days, as attached hereto as Exhibit B. The LEA acknowledges and agrees that Contractor shall provide Room and Board services 365 days per year, and educational services 248 days per year. Contractor shall observe the following holidays, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day.

16. The Student's absence from the Contractor's program shall not constitute a termination of the Student's enrollment nor reduce any amount which the LEA is obligated to pay hereunder without Contractor's prior written consent thereto. If the Student is absent for more than 10 consecutive days, the LEA shall receive notice of such absence for the purposes of convening an IEP team meeting.

17. LEA shall hereby assume responsibility for the coordination and costs associated with the Student's admission, discharge, and home visit transportations services to/from the Contractor's program.

18. LEA acknowledges that the insurance coverage certificates that Contractor has provided and attached hereto as EXHIBIT C satisfy the requirements under the Contract.

19. CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnitees") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees and costs) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnitees).

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors

("CONTRACTOR Indemnitees") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees and costs) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnitees).

20. Contractor complies with the Massachusetts regulatory reporting requirements for abuse or neglect (MGL Chapter 19C; MGL 119 §51A). LEA acknowledges that Contractor's abuse and neglect reporting requirements satisfies LEA's requirements under this Contract.

21. In the event of any termination of the Contract for any reason whatsoever, LEA shall remain obligated to pay, and shall continue to pay the Contractor until the last date of the Student's enrollment with the Contractor. Should LEA determine that the Contract must be terminated for any reason, payment will continue until the actual date of discharge.

22. The Contract and this Addendum shall be governed by and construed by and interpreted with all *applicable* governmental ordinances, laws and regulations.

23. Where the provisions of this Addendum conflict with the provisions with the Contract, the provisions of this Addendum govern, notwithstanding any specific statement in the Contract to the contrary.

24. The Contract, as amended by this Addendum, constitutes the entire agreement between the parties hereto with respect to the subject matter thereof and together supersedes all prior agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter thereof.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS ADDENDUM TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

FRESNO UNIFIED SCHOOL DISTRICT

By: {{Sig_es_:signer4:signature}}

Name: Patrick Jensen
Title: Chief Financial Officer
Date:

By: Abraham Olivares (Nov 20, 2025 18:00:21 PST)

Name: Abraham Olivares
Title: Assistant Superintendent
Date: Nov 20, 2025

By: Patrick Morrison

Name: Patrick Morrison

Title: Executive Director, Special Education

Date: Nov 20, 2025

By:

Name: Stacy Sandoval

Title: Executive Director, Risk Management

Date: Dec 1, 2025

THE JUDGE ROTENBERG EDUCATIONAL CENTER, INC.

By:

Name: Nathan Blenkush

Title: Assistant Execuitve Director/Director of Clinical Services

Date:

EXHIBIT A

OPERATIONAL SERVICES DIVISION

The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Operational Services Division
Maura Healey, Governor
Kim Driscoll, Lieutenant Governor
Matthew Gorzkowicz, Secretary

Anna Shpigel
Interim Assistant Secretary for
Operational Services

Date: March 28, 2025

To: Ms. Glenda Crookes, Executive Director
Judge Rotenberg Educational Center
250 Turnpike Street
Canton, MA 02021

From: Jacquiline Brown, Director of Financial Compliance
Operational Services Division
One Ashburton Place, Room 1017
Boston, MA 02108

Subject: FY 26 Authorized Tuition Prices for Out of State Purchasers

Please find the approved rate for **Judge Rotenberg Educational Center**

(If the school provides more than one approved special education program, the rates will be listed on separate approval forms).

Effective Dates of Approved rate: July 1, 2025 to June 30, 2026

FEIN #: 042489805 Program Name: **Judge Rotenberg Educational Center**

FY 26 Annual Price: $382,622.33 Days of operation: 365 Daily Price: $1,048.28

Program Type: Res

Questions pertaining to these rates should be forwarded to Jacquiline.brown@mass.gov or 617-720-3371

OPERATIONAL SERVICES DIVISION

The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Operational Services Division
Maura Healey, Governor
Kim Driscoll, Lieutenant Governor
Matthew Gorzkowicz, Secretary

Gary J. Lambert
Assistant Secretary for Operational Services

Date: February 10, 2025

To: Glenda Crookes, Executive Director
Judge Rotenberg Educational Center
250 Turnpike Street
Canton, MA 02021

From: Jacquiline Brown, Director of Financial Compliance
Operational Services Division
One Ashburton Place, Room 1608
Boston, MA 02108

Subject: FY 26 Approved Rates for **Additional Services**

Please find the approved rate for **Judge Rotenberg Educational Center**

Effective Dates of Approved rate: **July 1, 2025 to June 30, 2026**

FEIN #: 042489805 Program Name: Judge Rotenberg

FY 26 One to One hourly price: $45.75 Program Type: Res Ed

Questions pertaining to these rates should be forwarded to Jacquiline.brown@mass.gov or 617-720-3371

EXHIBIT B

JUDGE ROTENBERG EDUCATIONAL CENTER, INC.
240/250 TURNPIKE STREET, CANTON, MA 02021
SCHOOL DAYS CALENDAR FOR THE 2025/2026 SCHOOL YEAR

JULY 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JULY 2025 Total School Days 22

AUGUST 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUG. 2025 Total School Days 21

SEPTEMBER 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

SEPT. 2025 Total School Days 21

OCTOBER 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

OCT. 2025 Total School Days 22

NOVEMBER 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

NOV. 2025 Total School Days 17

DECEMBER 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

DEC. 2025 Total School Days 21

JANUARY 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JAN. 2026 Total School Days 20

FEBRUARY 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

FEB. 2026 Total School Days 19

MARCH 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MAR. 2026 Total School Days 22

APRIL 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

APR. 2026 Total School Days 22

MAY 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MAY 2026 Total School Days 20

JUNE 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JUNE 2026 Total School Days 21

Total Number of School Days for the Year: 248

JUDGE ROTENBERG EDUCATIONAL CENTER, INC.
240/250 TURNPIKE STREET, CANTON, MA 02021
CALENDAR FOR THE 2025/2026 SCHOOL YEAR

JULY 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JULY 2025

Total Days 31

AUGUST 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUG. 2025

Total Days 31

SEPTEMBER 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

SEPT. 2025

Total Days 30

OCTOBER 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

OCT. 2025

Total Days 31

NOVEMBER 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

NOV. 2025

Total Days 30

DECEMBER 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

DEC. 2025

Total Days 31

JANUARY 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JAN. 2026

Total Days 31

FEBRUARY 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

FEB. 2026

Total Days 28

MARCH 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MAR. 2026

Total Days 31

APRIL 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

APR. 2026

Total Days 30

MAY 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MAY 2026

Total Days 31

JUNE 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JUNE 2026

Total Days 30

Total Number of Days for the Entire Year: **365**

EXHIBIT C

Client#: 762900 JUDGEROT1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	CONTACT NAME: Elizabeth Mailhot PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 781-376-5035 E-MAIL ADDRESS: Elizabeth.Mailhot@usi.com
INSURED Judge Rotenberg Educational Center, Inc 240 Turnpike Street Canton, MA 02021	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Capitol Specialty Insurance Corporation — 10328 INSURER B : Underwriters at Lloyd's London — L0032 INSURER C : Philadelphia Indemnity Insurance Co. — 18058 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 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 POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			HS2023213803	6/30/2025	06/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $3,000,000 $1,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2570983007	6/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $5,000
B	UMBRELLA LIAB [ ] OCCUR X EXCESS LIAB X CLAIMS-MADE DED X RETENTION $50,000			UM300202	6/30/2025	06/30/2026	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	3xP Abuse			MR244096	6/30/2025	06/30/2026	$5,000,000/$5,000,000	
B	5x5xP - No Abuse			XS1104825	6/30/2025	06/30/2026	$5,000,000/$5,000,000	
B	5x5x5xP -No Abus			W353B5240301	6/30/2025	06/30/2026	$5,000,000/$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Judge Rotenberg Educational Center, Inc. 240 Turnpike Street Canton, MA 02021	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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DYGZP

Client#: 762900 JUDGEROT1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2025

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PRODUCER
USI Insurance Services LLC
12 Gill Street Suite 5500
Woburn, MA 01801
855 874-0123

CONTACT NAME: Elizabeth Mailhot
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 781-376-5035
E-MAIL ADDRESS: Elizabeth.Mailhot@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Capitol Specialty Insurance Corporation	10328
INSURER B : Underwriters at Lloyd's London	L0032
INSURER C : Philadelphia Indemnity Insurance Co.	18058
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Judge Rotenberg Educational Center, Inc
240 Turnpike Street
Canton, MA 02021

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HS2023213803	06/30/2025	06/30/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$1,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			PHPK2570983007	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$5,000
								$
B	UMBRELLA LIAB OCCUR			UM300202	06/30/2025	06/30/2026	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $50,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
B	3xP Abuse			MR244096	06/30/2025	06/30/2026	$5,000,000/$5,000,000	
B	5x5xP - No Abuse			XS1104825	06/30/2025	06/30/2026	$5,000,000/$5,000,000	
B	5x5x5xP -No Abus			W353B5240301	06/30/2025	06/30/2026	$5,000,000/$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Judge Rotenberg Educational
Center, Inc.
240 Turnpike Street
Canton, MA 02021

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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JRC Residential Placement Agreement and Exhibits Dec 2025 - June 2026 - 11.20.25

Final Audit Report 2025-11-21

Created:	2025-11-20
By:	Karina Martinez (Karina.Martinez@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0kqkbm7FYYnFyUH4acTmm-HNEcbd1MoV

"JRC Residential Placement Agreement and Exhibits Dec 2025 - June 2026 - 11.20.25" History

Document created by Karina Martinez (Karina.Martinez@fresnounified.org)
2025-11-20 - 6:57:12 PM GMT- IP address: 206.78.213.98

Document emailed to Patrick Morrison (patrick.morrison@fresnounified.org) for signature
2025-11-20 - 6:59:42 PM GMT

Email viewed by Patrick Morrison (patrick.morrison@fresnounified.org)
2025-11-20 - 10:26:55 PM GMT- IP address: 104.47.51.126

Document e-signed by Patrick Morrison (patrick.morrison@fresnounified.org)
Signature Date: 2025-11-20 - 10:30:06 PM GMT - Time Source: server- IP address: 206.78.213.147

Document emailed to Abraham Olivares (abraham.olivares@fresnounified.org) for signature
2025-11-20 - 10:30:08 PM GMT

Email viewed by Abraham Olivares (abraham.olivares@fresnounified.org)
2025-11-21 - 1:59:56 AM GMT- IP address: 104.47.56.126

Document e-signed by Abraham Olivares (abraham.olivares@fresnounified.org)
Signature Date: 2025-11-21 - 2:00:21 AM GMT - Time Source: server- IP address: 76.137.217.67

Agreement completed.
2025-11-21 - 2:00:21 AM GMT

Fresno Unified School District
PURCHASING

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

Contract Routing Form

Contract Attached

Contract Number: 317235

Federal Funding Will Not Be Used

Judge Rotenberg Educational Center, Inc	***250 Turnpike , Canton, Ma, 02021***
Vendor Name	*Address*
781-828-2202	**Glenda P. Crrokes**
Phone Number	*Vendor Contact*
Term (Duration) From: 11/18/2025	**Through: 12/17/2025**
FUSD Contract Administrator: Patrick.Morrison@fresnounified.org	**Special Educ Administration**
Name	*Site/Dept*

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

060	6500	0787	7142	5761	9200
060	6546	0326	5110	5763	3120
060	6546	0326	5110	5762	3120

Contract Amount: $93,266.32 **Authorized as Not to Exceed**

Scope of Work Summary: *The* Contractor *Will Provide Residential Placement, Educational Services, And All Required One-To-One Support For The Student. This Includes 24-Hour Residential Care, Daily Educational Programming On All School Days, And Continuous Supervision And Support Aligned With The Student'S Iep To Ensure Safety, Stability, And Academic Progress.*

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:** Abraham Olivares

2) Reviewed & approved by **Cabinet Level:** Jennifer Stacy-Alcantara

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

4) Reviewed & approved by **Chief Financial Officer:** Patrick Judson (Nov 17, 2025 12:37:03 PST)

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

Routing:CFO Board Date(if applicable): 12/17/2025

II. Academic Return on Investment

Situation	*Inputs*	*Outputs*		*Outcomes* (*Must be measurable*)		
Problem and Need	***Investments*** *(e.g., equipment, funds, product, services, staff)*	***Activities*** *What we do*	***Participants*** *Who we reach*	***Short-term*** *(Learning)* *Expect to see*	***Mid-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
The Student's Individualized Education Plan (IEP) requires that Fresno Unified School District (FUSD) provide an Free and appropriate public education in the least restrictive environment. Aproximately 2.5 years ago Student transferred to Fulton in response to loosing her placement at Creative alternatives due to escalating behavior, psychiatrict hospitalizations. Parents provided advocacy letters from treatment providers outlining her need for a residential placement to provide psychiatric stabilization so she will be available for learning. While providing as much support as possible while at Fulton concurrent to searching for residential treatment facilities, she has been hospitalized multiple times, required police intervention in the home and school multiple times and presents a continued risk to her own safety and her family. Over 60 treatment facilities have rejected her	By allocating the necessary resources, FUSD will ensure compliance with the IEP requirements and provide the Student with full access to the educational setting. It is vital to address the psychiatric and behavioral needs in a residential setting to insure her safety and that of her family while reducing the behaviors and symptoms under APE.	Judge Rotenberg Center (JRC) will provide the residential, behavioral support and academic setting necessary to benefit from FAPE. They will track her behavior and the functions to determine what symptoms are behavioral, which are medical and which are psychiatric.	*Student will have access to the appropriate intervention for each behavioral and psychiatric presentation in order to teach her necessary perquisite skills to access academic opportunities.*	From November 2025 through January 31, 2026 Specific: The student will attend school without any absences of one week or longer due to psychiatric hospitalizations. JRC staff will conduct a functional behavioral assessment (FBA) within 10 school days of any identified behavioral concern and collect daily behavioral data (frequency, duration, antecedents, and consequences) using a standardized data sheet. Measurable: Attendance will be	Time-bound: From February 1, 2026, through April 30, 2026. Specific: JRC will develop and implement short-term (1–7 days) and long-term (8–30 days) behavior contracts based on FBA outcomes, covering all categories of the student's functioning (academic, social-emotional, self-regulation, and daily living skills). Contracts will be monitored daily, weekly, and monthly, with data entered into the JRC web application and made accessible to the district. Measurable: 100% of contracts will be FBA-derived (verified via	From May 1, 2026, through June 30, 2026 The student will demonstrate improved self-regulation and adaptive behaviors (as defined by FBA targets in academic engagement, emotional regulation, social interactions, and daily living skills) sufficient to reduce JRC's direct 24/7 support to 12 hours per day (7 a.m.–7 p.m. or 7 p.m.–7 a.m., per family preference), with the remaining 12 hours managed via remote monitoring, safety checks, and emergency protocols only. Measurable: - 100% of FBA-identified target behaviors will occur at or below 20% of baseline frequency/duration (tracked via daily

based on her psychiatric hospitalizations. She has been on the Judge Rotenberg wait list for over a year. A spot has recently opened up for her.	tracked via official school records (target: 0 absences ≥1 week). FBAs will be documented (target: ≥1 per concern). Daily data sheets will be completed for every school day the student is present (target: 100% completion rate). Achievable: JRC will use existing monitoring protocols, collaborate with the student's treatment team, and implement proactive behavioral supports based on FBA results to prevent hospitalization-level crises. Relevant: Reducing extended absences directly supports the student's academic progress, social-emotional stability, and transition goals while aligning with JRC's	documentation). Monitoring will achieve 100% daily entries, 100% weekly summaries, and 100% monthly reviews in the web app. District access will be confirmed via logged views (target: ≥1 per week by district designee). Achievable: JRC will use existing FBA results, contract templates, and web application infrastructure. Staff training and scheduled review meetings will ensure consistent data entry and district collaboration. Relevant: FBA-based contracts target the root causes of hospitalization-level behaviors, promote skill-building across functioning domains, and ensure transparent progress monitoring aligned with IEP and district oversight	behavior logs in JRC web app). - Zero critical incidents (self-harm, aggression, elopement, or psychiatric crises) requiring 24/7 staffing reinstatement for **≥30 consecutive days**. - **12-hour support schedule** will be documented in daily shift logs and confirmed by **district review** (target: ≥1 weekly log-in). **A**chievable: JRC will use FBA-driven behavior contracts, skill-building interventions, gradual fading of staff prompts, and family/staff training on the 12-hour protocol. A **30-day transition plan** with weekly progress checks will ensure safety and stability. **R**elevant: Reducing 24/7 support promotes independence, aligns with the student's long-term transition goals, reduces restrictive interventions, and supports family integration while maintaining safety.

behavioral intervention framework. Time-bound:	goals.	**T**ime-bound: From **May 1, 2026, through June 30, 2026**.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

November-December 2025

Judge Rotenberg Education Center

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA FRESNO UNIFIED SCHOOL DISTRICT

Contract Year 2025-2026

XX Nonpublic School

_____ Nonpublic Agency

Type of Contract:

_____ Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

XX

_____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

_____ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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Attachments:
MA OSD Rate Letters
JRC Calendars
Insurance Certificate

2025-2026 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY:

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on November 18, 2025, between Fresno Unified School District, hereinafter referred to as the local educational agency ("LEA"), a member of the SELPA and Judge Rotenberg Education Center (nonpublic, nonsectarian school or agency), hereinafter referred to as Residential Treatment Center or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with Residential Treatment Center services until the date on which an IEP team meeting is convened, the IEP team determines that a Residential Treatment Center is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a Residential Treatment Center. All Residential Treatment Center services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's Residential Treatment Center certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from November 18, 2025 to December 17, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to December 17, 2025 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in

the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent

compensatory service hours awarded to student as a result of lack of provision of services while student was served by the Residential Treatment Center.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for Residential. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and

authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a Residential Treatment Center. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

vi. Parent does not include the state or any political subdivision of government or the Residential Treatment Center under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state Residential Treatment Center certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting.

To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance,** including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. injury
$3,000,000 general aggregate
$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations

pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage,** including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is affiliated with a **residential treatment center**, the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if Residential Treatment Center, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the

cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq...

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided

to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of

any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions

may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the individual's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back
6. Use prone containment.
7. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915.CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings

regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with

appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of

clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test

clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public-school campus, sign in/out procedures shall be followed by NPS/A providers working in a public-school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the

parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a

period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood

that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title

34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives on the effective date(s) herein.

CONTRACTOR	LEA
Judge Rotenberg Educational Center	Fresno Unified School District
Nonpublic School/Agency	LEA Name
By: _____ Signature Date 11.17.25	By: _____ Nov 17, 2025 Signature Date
Glenda P. Crookes, President/CEO	Patrick Jensen Chief Financial Officer

	Notices to LEA shall be addressed to: Abraham Olivares (Nov 13, 2025 15:48:38 PST)
	Name and Title Abraham Olivares, Assistant Superintendent
	LEA Fresno Unified School District
	Address 890 S. Tenth Street
	City: Fresno; State: CA; Zip: 93702
	Phone: (559) 457-3220; Fax:
	Email Abraham.Olivares@fresnounified.org

Patrick Morrison

Patrick Morrison, Executive Director

Address
2309 Tulare St.

City: Fresno; State: CA; Zip: 93721

Phone: 559-457-3000; Fax:

Email
Patrick.Morrison@fresnounified.org

Additional LEA Notification
(Required if completed)

Nov 17, 2025

Stacey Sandoval, Executive Dir. Risk Management

Address
2309 Tulare St.

City: Fresno; State: CA; Zip: 93721

Phone: 559-457-3000; Fax:

Email
Stacey.Sandoval@fresnounified.org

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Judge Rotenberg Education Center
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: n/a

Maximum Contract Amount: $93,266.32

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate:
$617.13 per day

2) Residential Treatment Center Rate:
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: $628.97

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	$45.75	Per Hour for 24 hours
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		

Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Meals		

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on November 18, 2025 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on December 17, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Fresno Unified School District Nonpublic School Judge Rotenberg Educational Center

LEA Case Manager: [redacted] Phone Number 559-457-3000

Pupil Name [redacted] Sex: [redacted] M [redacted] F Grade: [redacted]
(Last) (First) (M.I.)

Address [redacted] City [redacted] State/Zip [redacted]

DOB _____ Residential Setting: X Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian [redacted] Phone (559) [redacted]
(Residence)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 360 during the regular school year _____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: 150 during the regular school year Year Around during the extended school year.

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: $617.13

   Estimated Number of Days 28 **x Daily Rate** $617.13
   = PROJECTED BASIC EDUCATION COSTS $17,279.64

   B. RELATED SERVICES: $27,674.68 (Residential for 44 days at 628.97 per day

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)				As Needed	$45.75/per hour	24 hours per day	$48,312.00
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $ $93,266.32

4. Other Provisions/Attachments:

Vendor Addendum

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

Judge Rotenberg Educational Center

11/17/25

(Signature) (Date)

Glenda P. Crookes, President/CEO

(Name and Title)

-LEA/SELPA-

Fresno Unified School District

(Name of LEA/SELPA)

Patrick Jensen (Nov 17, 2025 12:37:23 PST) Nov 17, 2025

(Signature) (Date)

Patrick Jensen, Chief Financial Officer

(Name of Superintendent or Authorized Designee)

-LEA/SELPA-

Fresno Unified School District

Nov 17, 2025

(Signature) (Date)

Stacey Sandoval, Executive Director, Risk Management

-LEA/SELPA-

Fresno Unified School District

Abraham Olivares (Nov 13, 2025 15:48:38 PST) Nov 13, 2025

(Signature) (Date)

Abraham Olivares, Assistant Superintendent, Special Education

Fresno Unified School District

Patrick Morrison Nov 13, 2025

(Signature) (Date)

Patrick Morrison, Executive Director, Special Education

Addendum to Nonpublic Master Contract Between the Fresno Unified School District and The Judge Rotenberg Educational Center, Inc.

The Fresno Unified School District acknowledges that it has authorized The Judge Rotenberg Educational Center, Inc. ("Contractor") to provide services (the "Services") to an individual resident of California (the "Student") at the Contractor's premises in Massachusetts. Services will be provided in accordance with the Nonpublic Master Contract (the "Contract") for the term commencing on the date of the Student's admission, as amended by this addendum (the "Addendum"), through December 17, 2025.

Capitalized terms used in the Contract and not otherwise modified or defined below shall have those meanings ascribed to such terms in the Contract.

1. Contractor is licensed and/or approved by the Massachusetts Department Early Education and Care, Massachusetts Department of Developmental Services, and Massachusetts Elementary and Secondary Education. LEA acknowledges that such licensure and/or approval satisfies any licensing regulatory standards and compliance under the Contract.

2. LEA acknowledges that it does not require or mandate that Contractor become a California Department of Education certified program or Medicaid provider during the term of the Contract. Notwithstanding the foregoing, Contractor agrees to work in good-faith with the LEA in any waiver submission documentation -- LEA acknowledges and agrees that Contractor makes no warranties and/or representations regarding waiver approval.

3. Massachusetts Department of Early Educational and Care (EEC) background record checks (BRCs) shall be conducted on Contractor's employees in accordance with 606 CMR 14.00 seq., and as otherwise required by the Massachusetts Department of Elementary and Secondary Education (ESE). These BRC's shall include Massachusetts Criminal Offender Record Information (CORI) check through the Department of Criminal Justice Information Services (DCJIS); a fingerprint-based check of state and national criminal history databases (i.e., Criminal History Record Information checks); a Department of Children and Families (DCF) check for supported findings of abuse and neglect; a Sex Offender Record Information (SORI) check through the Massachusetts Sex Offender Register Board (SORB); and when applicable, a search of the National Sex Offender Registry (NSOR) database or out-of-state records for any known criminal history, child welfare, and sex offender information where the individual has lived in the past five years. The Contractor additionally conducts employee background checks through the databases of the Office of Inspector General, System for Award Management, and Office of Foreign Assets Control. LEA acknowledges that this

pre/employment background check screening procedure satisfies its requirements under the Contract.

4. Emergency physical restraint shall be governed by applicable Massachusetts laws and regulations. LEA acknowledges that Contractor's policies and procedures on emergency physical restraint satisfy its requirements under the Contract.

5. Health related supports shall be governed by applicable Massachusetts laws and regulations. LEA acknowledges that Contractor's policies and procedures on health-related supports satisfy its requirements under the Contract.

6. The Contractor's use of behavioral interventions shall be in accordance with the JRC Policy on Behavior Management. LEA acknowledges that Contractor's policy satisfies the LEA's rules, regulations and standards as set forth in the Contract, or as otherwise specified.

7. LEA acknowledges that for any Student under the Contract, the Contractor may utilize, authorize, or order transport restraints to the extent that such restraints are implemented with Contractor's "JRC Policy on Transport Restraint for Non-Substituted Judgment Student's."

8. LEA acknowledges that although Contractor is authorized to use Massachusetts Level-III aversive interventions pursuant to a court-authorized treatment plan (pursuant to the regulations of the Massachusetts Department of Developmental Services, 115 CMR 1.00 *et seq.*), the use of the graduated electronic decelerator ("GED") shall be strictly prohibited for the Student under the Contract.

9. Contractor shall maintain and abide by a written policy for student discipline that is consistent with Massachusetts state and federal law and regulations

10. Upon LEA's reasonable written request, Contractor shall provide LEA staff information required to document that Contractor's staff members are authorized to provide special education and/or related services regarding the professional services provided to the Student covered under the Contract.

11. Contractor shall ensure that all individuals employed, contracted, and/or otherwise hired by Contractor to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, waiver, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with applicable law. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

12. Contractor shall notify the LEA of any changes in professional credentialed/licensed staff directly impacting services to the Student under the Contract; and/or when personnel changes occur that substantially impact the provision of special education and/or related services to the Student under the Contract.

13. Records of the Student shall be maintained and kept confidential by the Contractor in accordance with the Massachusetts Student Record Law, M.G.L. c. 71, Sections 34D and 34F and 603 CMR 23.00 *et seq.*, provided that the Contractor may use such records to establish or collect its charges or invoices, or to defend itself or its employees or agents against accusations of wrongful conduct. Contractor may provide others with such records or the information contained therein if Contractor is obligated to disclose the same by law or by order of a court, governmental body or administrative agency. Contractor shall allow LEA to monitor and evaluate the services of the Student and shall make available, upon request, any records pertaining to the Student to authorized LEA personnel that are not otherwise held confidential or restricted by 603 CMR 23.00 *et seq*. or other applicable laws or regulations. LEA acknowledges that Contractor's maintenance of records and confidentiality practices satisfy its requirements.

    Contractor shall allow the LEA to conduct site visits to the Contractor's program, which visits may be (i) unannounced, or (ii) announced and at a time mutually acceptable to the parties. During such site visits, the Contractor shall allow the LEA to review all documents relating to the provision of services to the Student that are not otherwise held confidential or restricted by applicable laws or regulations. Subject to the foregoing, the following documents may be reviewed by the LEA in connection with such site visits: (a) general documents available to the public; (b) documents specifically related to the Student; and (c) other documents only to the extent that such documents are necessary to verify and evaluate services provided under the Contract.

    The LEA acknowledges and agrees that Contractor's records directly pertaining to the services provided to the Student(s) under the Contract shall be made available for the LEA's review at Contractor's main administrative building during standard administrative business hours.

14. The per diem price to be charged by the Contractor for the basic program shall be the price approved, from time to time, by the Massachusetts Operational Services Division or by such other agency as may be empowered by the laws of the Commonwealth of Massachusetts to approve prices for the Contractor. The 2025-2026 Massachusetts Operational Services Division rate letter is attached hereto, as EXHIBIT A. The Contractor shall also provide any one-to-one services, as agreed upon, and incorporated into the Student's IEP. One-to-one services are not included in the basic program per diem rate, and shall be billed at the standard rate of $45.75 per/hour for one direct care staff member.

In the event that the Contractor should obtain an adjustment in the price due to a rate increase by the Massachusetts Operational Services Division or by such other agency as may be empowered by the laws of the Commonwealth of Massachusetts to approves prices for the Contractor, the Contractor shall pay the adjusted price when effective and, in the event that such adjustment is retroactive, the LEA shall pay the Contractor within 30 days after such price is announced and billed, an amount representing the difference between sums previously paid for the prior period and the sum which would have been paid had the adjusted price been in effect during such period.

15. The LEA acknowledges and agrees that its Governing Board customarily approves contracts at scheduled meetings, and that the next regularly scheduled Board meeting on December 17, 2025 will occur after the effective date of this Contract. Notwithstanding the foregoing, the LEA and Contractor agree that this Contract shall be deemed effective as of the date of the Student's admission, and that all services provided by the Contractor pursuant to this Contract on or after that date are fully authorized, enforceable, and compensable in accordance with the terms herein.

    The LEA represents that it intends in good faith to recommend its approval and ratify the Contract at the next regularly scheduled Board meeting. The LEA further acknowledges and agrees that Contractor shall be entitled to full payment for all services performed in reliance upon this Contract, whether such services occur before or after the date of formal Board action.

    In the event the Governing Board does not ratify the Contract, the LEA shall remain obligated to provide payment in full for all services rendered and accepted by the LEA prior to such Board non-approval.

    The LEA and Contractor expressly agree that this provision constitutes a binding commitment of the LEA's authorized representative to ensure payment for all services performed hereunder.

16. The Contractor shall submit a school calendar to the LEA designating the total number of billable days, as attached hereto as Exhibit B. The LEA acknowledges and agrees that Contractor shall provide Room and Board services 365 days per year, and educational services 248 days per year. Contractor shall observe the following holidays, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day.

17. The Student's absence from the Contractor's program shall not constitute a termination of the Student's enrollment nor reduce any amount which the LEA is obligated to pay hereunder without Contractor's prior written consent thereto. If the Student is absent for more than 10 consecutive days, the LEA shall receive notice of such absence for the purposes of convening an IEP team meeting.

18. LEA shall hereby assume responsibility for the coordination and costs associated with the Student's admission, discharge, and home visit transportations services to/from the Contractor's program.

19. LEA acknowledges that the insurance coverage certificates that Contractor has provided and attached hereto as EXHIBIT C satisfy the requirements under the Contract.

20. CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnitees") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees and costs) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnitees).

    LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnitees") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees and costs) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnitees).

21. Contractor complies with the Massachusetts regulatory reporting requirements for abuse or neglect (MGL Chapter 19C; MGL 119 §51A). LEA acknowledges that Contractor's abuse and neglect reporting requirements satisfies LEA's requirements under this Contract.

22. In the event of any termination of the Contract for any reason whatsoever, LEA shall remain obligated to pay, and shall continue to pay the Contractor until the last date of the Student's enrollment with the Contractor. Should LEA determine that the Contract must be terminated for any reason, payment will continue until the actual date of discharge.

23. The Contract and this Addendum shall be governed by and construed by and interpreted with all *applicable* governmental ordinances, laws and regulations.

24. Where the provisions of this Addendum conflict with the provisions with the Contract, the provisions of this Addendum govern, notwithstanding any specific statement in the Contract to the contrary.

25. The Contract, as amended by this Addendum, constitutes the entire agreement between the parties hereto with respect to the subject matter thereof and together supersedes all prior agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter thereof.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS ADDENDUM TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

FRESNO UNIFIED SCHOOL DISTRICT

By: Patrick Jensen (Nov 17, 2025 12:37:33 PST)

Name: Patrick Jensen
Title: Chief Financial Officer
Date: Nov 17, 2025

By: Abraham Olivares (Nov 13, 2025 15:48:38 PST)

Name: Abraham Olivares
Title: Assistant Superintendent
Date: Nov 13, 2025

By: Patrick Morrison

Name: Patrick Morrison

Title: Executive Director, Special Education

Date: Nov 13, 2025

By:

Name: Stacy Sandoval

Title: Executive Director, Risk Management

Date: Nov 17, 2025

THE JUDGE ROTENBERG EDUCATIONAL CENTER, INC.

By:

Name: Glenda P. Crookes

Title: President/CEO

Date: 11.17.25

JRC Residential Placement Agreement and Exhibits Nov-Dec 2025

Final Audit Report 2025-11-13

Created:	2025-11-13
By:	Karina Martinez (Karina.Martinez@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHpn6KyY-PtGuUt4jSlrvNEhdsaICeWuo

"JRC Residential Placement Agreement and Exhibits Nov-Dec 2025" History

Document created by Karina Martinez (Karina.Martinez@fresnounified.org)
2025-11-13 - 6:19:41 PM GMT- IP address: 67.182.56.11

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Document e-signed by Patrick Morrison (patrick.morrison@fresnounified.org)
Signature Date: 2025-11-13 - 7:49:55 PM GMT - Time Source: server- IP address: 206.78.213.70

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Email viewed by Abraham Olivares (abraham.olivares@fresnounified.org)
2025-11-13 - 11:48:01 PM GMT- IP address: 104.47.56.126

Document e-signed by Abraham Olivares (abraham.olivares@fresnounified.org)
Signature Date: 2025-11-13 - 11:48:38 PM GMT - Time Source: server- IP address: 206.78.213.74

Agreement completed.
2025-11-13 - 11:48:38 PM GMT

Fresno Unified School District
Powered by Adobe Acrobat Sign

EXHIBIT A

OPERATIONAL SERVICES DIVISION

The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Operational Services Division
Maura Healey, Governor
Kim Driscoll, Lieutenant Governor
Matthew Gorzkowicz, Secretary

Anna Shpigel
Interim Assistant Secretary for
Operational Services

Date: March 28, 2025

To: Ms. Glenda Crookes, Executive Director
Judge Rotenberg Educational Center
250 Turnpike Street
Canton, MA 02021

From: Jacquiline Brown, Director of Financial Compliance
Operational Services Division
One Ashburton Place, Room 1017
Boston, MA 02108

Subject: FY 26 Authorized Tuition Prices for Out of State Purchasers

Please find the approved rate for **Judge Rotenberg Educational Center**

(If the school provides more than one approved special education program, the rates will be listed on separate approval forms).

Effective Dates of Approved rate: July 1, 2025 to June 30, 2026

FEIN #: 042489805 Program Name: **Judge Rotenberg Educational Center**

FY 26 Annual Price: $382,622.33 Days of operation: 365 Daily Price: $1,048.28

Program Type: Res

Questions pertaining to these rates should be forwarded to Jacquiline.brown@mass.gov or 617-720-3371

OPERATIONAL SERVICES DIVISION

The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Operational Services Division
Maura Healey, Governor
Kim Driscoll, Lieutenant Governor
Matthew Gorzkowicz, Secretary

Gary J. Lambert
Assistant Secretary for Operational Services

Date: February 10, 2025

To: Glenda Crookes, Executive Director
Judge Rotenberg Educational Center
250 Turnpike Street
Canton, MA 02021

From: Jacquiline Brown, Director of Financial Compliance
Operational Services Division
One Ashburton Place, Room 1608
Boston, MA 02108

Subject: FY 26 Approved Rates for **Additional Services**

Please find the approved rate for **Judge Rotenberg Educational Center**

Effective Dates of Approved rate: **July 1, 2025 to June 30, 2026**

FEIN #: 042489805 Program Name: Judge Rotenberg

FY 26 One to One hourly price: $45.75 Program Type: Res Ed

Questions pertaining to these rates should be forwarded to Jacquiline.brown@mass.gov or 617-720-3371

EXHIBIT B

JUDGE ROTENBERG EDUCATIONAL CENTER, INC.
240/250 TURNPIKE STREET, CANTON, MA 02021
SCHOOL DAYS CALENDAR FOR THE 2025/2026 SCHOOL YEAR

JULY 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JULY 2025 Total School Days 22

AUGUST 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUG. 2025 Total School Days 21

SEPTEMBER 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

SEPT. 2025 Total School Days 21

OCTOBER 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

OCT. 2025 Total School Days 22

NOVEMBER 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

NOV. 2025 Total School Days 17

DECEMBER 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

DEC. 2025 Total School Days 21

JANUARY 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JAN. 2026 Total School Days 20

FEBRUARY 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

FEB. 2026 Total School Days 19

MARCH 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MAR. 2026 Total School Days 22

APRIL 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

APR. 2026 Total School Days 22

MAY 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MAY 2026 Total School Days 20

JUNE 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JUNE 2026 Total School Days 21

Total Number of School Days for the Year: 248

JUDGE ROTENBERG EDUCATIONAL CENTER, INC.
240/250 TURNPIKE STREET, CANTON, MA 02021
CALENDAR FOR THE 2025/2026 SCHOOL YEAR

JULY 2025

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JULY 2025

Total Days 31

AUGUST 2025

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUG. 2025

Total Days 31

SEPTEMBER 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

SEPT. 2025

Total Days 30

OCTOBER 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

OCT. 2025

Total Days 31

NOVEMBER 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

NOV. 2025

Total Days 30

DECEMBER 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

DEC. 2025

Total Days 31

JANUARY 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JAN. 2026

Total Days 31

FEBRUARY 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

FEB. 2026

Total Days 28

MARCH 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MAR. 2026

Total Days 31

APRIL 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

APR. 2026

Total Days 30

MAY 2026

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MAY 2026

Total Days 31

JUNE 2026

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JUNE 2026

Total Days 30

Total Number of Days for the Entire Year: 365

EXHIBIT C

Client#: 762900 JUDGEROT1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	CONTACT NAME: Elizabeth Mailhot PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 781-376-5035 E-MAIL ADDRESS: Elizabeth.Mailhot@usi.com
INSURED Judge Rotenberg Educational Center, Inc 240 Turnpike Street Canton, MA 02021	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Capitol Specialty Insurance Corporation — 10328 INSURER B: Underwriters at Lloyd's London — L0032 INSURER C: Philadelphia Indemnity Insurance Co. — 18058 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 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 POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR			HS2023213803	06/30/2025	06/30/2026	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$3,000,000
							PRODUCTS - COMP/OP AGG	$1,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY X ANY AUTO			PHPK2570983007	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$5,000
								$
B	[ ] UMBRELLA LIAB [ ] OCCUR			UM300202	06/30/2025	06/30/2026	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB [X] CLAIMS-MADE						AGGREGATE	$5,000,000
	DED [X] RETENTION $50,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	3xP Abuse			MR244096	06/30/2025	06/30/2026	$5,000,000/$5,000,000	
B	5x5xP - No Abuse			XS1104825	06/30/2025	06/30/2026	$5,000,000/$5,000,000	
B	5x5x5xP -No Abus..			W353B5240301	06/30/2025	06/30/2026	$5,000,000/$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Judge Rotenberg Educational Center, Inc. 240 Turnpike Street Canton, MA 02021	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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DYGZP

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Amendment to the Agreement with Origami Risk LLC

ITEM DESCRIPTION: Included in the Board material is an amendment to the agreement with Origami Risk, LLC for continued use of the Origami Risk Management Information System (RMIS) with system enhancements. Origami's RMIS is the existing claims management software used to process and report Workers' Compensation and general liability claims.

The district has used the Origami Risk, LLC software platform since December 2016. The original selection of Origami Risk, LLC and its RMIS was a result of Request for Proposal 16-20, approved by the Board of Education on December 14, 2016. This amendment allows for a three-year term through December 2027 with system enhancements.

The average annual cost for the three-year term is $132,395 per year, with the maximum cost of $397,185 over the term of the contract.

FINANCIAL SUMMARY: The maximum cost of $397,185 is available in the Internal Service Liability budget over the three-year term.

PREPARED BY: Stacey Sandoval

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer Patrick Jensen 

2309 Tulare Street,
Fresno, CA 93721
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www.fresnounified.org

Fresno Unified School District
PURCHASING

Contract Routing Form

Re: Completed Amendment to Contract Attached

Contract Number: 223860

Federal Funding Will Not Be Used

Origami Risk Llc	***26687 Network Place , Chicago, Il, 60654***
Vendor Name	***Address***
949-357-1880	**Teri Constantian**
Phone Number	***Vendor Contact***
Term (Duration) From: 12/30/2024	**Through: 12/30/2027**
FUSD Contract Administrator:	
Stacey.Sandoval@fresnounified.org	
Stacey.Sandoval@fresnounified.org	**Benefits & Risk Management**
Name	***Site/Dept***

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

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

Original Contract: $375,696.00
Amended Contract: $397,185.00

Estimated

Scope of Work Summary: *Software - Origami'S Rmis Is The Existing Claims Management Software Used To Process And Report Workers' Compensation And General Liability Claims, Mitchell Per Transaction Fee, And Claim File Attachments Import.*

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

Routing Order:

1) Reviewed & approved by **Department:** Stacey Sandoval

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

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

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

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

Routing:BOE Board Date(if applicable): 12/18/2024

Procurement Detail |

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721
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www.fresnounified.org

GENERAL INFORMATION Contract Number: *223860* Funding: *Federal Funding Will Not Be Used*

	690	**0861**	**0880**	**5899**	**0000**	**6000**
School/Department Budget:	**680**	**0851**	**0880**	**5899**	**0000**	**6000**

Contractor's Vendor Name: ***Origami Risk Llc***

Contractor's Contact Person: **Teri Constantian**

Contractor's Title: ***Senior Account Manager***

Contractor's Telephone Number: **949-357-1880**

Contractor's E-mail: ***Tconstantian@Origamirisk.Com***

Contractor's Address: ***26687 Network Place , Chicago, Il, 60654***

Original Contract Amount: **$375,696.00** Original Contract Board Approval: **12/18/2024**

This Amendment Contract Amount: **$397,185.00**

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

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*
As a self-administered Workers' Compensation agency the District is required to utilize a claims management system for the administration of Workers' Compensation claims. There are no internal systems with claim management abilities; therefore, the District contracts with Origami for ongoing maintenance of a claims management system, allowing the District to stay in compliance with State regulations.	$397,185 for a three-year period	Administer benefits for any/all employees and former employees on workers' compensation to include time off pay and medical treatment beneits.	All current/former employees of FUSD	30% closure of claims during the fiscal year	10% cost savings	15% reduction in claims/injuries overall through training of personnel about injury prevention. The Origami system produces reports that can be utilized to analyze injury trends.

Contract: 612555 ORIGAMI RISK LLC

FUSD Contract Administrator:
Stacey.Sandoval@fresnounified.org
Stacey.Sandoval@fresnounified.org

Attachments

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

STATEMENT OF WORK #20250407

This Statement of Work ("SOW") describes services to be performed by Origami Risk LLC ("Origami") for Fresno Unified School District ("Client"). This SOW is subject to all the terms and conditions of the underlying agreement between Client and Origami (the "Agreement"). Capitalized terms used herein shall have the meanings set forth in the Agreement.

TERM

The term of this SOW shall begin upon the execution of this SOW by both parties and shall terminate upon the completion of the implementation work described herein.

IMPLEMENTATION

Implementation is the process of configuring the Service for use by Client as contemplated in the "Implementation Scope" section of this SOW. Client's provision of timely and accurate specifications, direction and feedback is essential to the implementation. Both parties understand that time is of the essence with regard to the implementation and agree to use reasonable and good faith efforts to promptly complete the implementation.

Based on conversations with the Client, this SOW includes up to 30 hours of professional services for the implementation deliverables set forth in this SOW. In the event that additional hours are needed to complete the implementation deliverables, the parties may enter into a separate amendment or statement of work to purchase such additional hours.

Implementation Scope

Origami will work with Client to perform the following implementation tasks:

RMIS Configuration

Deliverable	Scope
Claim File Attachment Import	Deploy the Origami standard import process to perform bulk inserts and updates of Claim File Attachment data. Assumptions: File Attachment Import Requirements It is assumed that the client will provide all file attachments with one of the following: 1. Consistent File Naming Convention: Each file attachment must adhere to a consistent naming convention that allows Origami to accurately parse and match information from the file name. 2. Standardized Roster File: The client must provide a standardized roster file that defines the file attachment names and the corresponding record matching criteria. Failure to meet these requirements may result in delays or errors in the file attachment import process.
Project Management	Origami will designate a project manager to provide project management activities during the Implementation. Origami will follow a set of best practices and tools to manage the implementation project which includes the items listed below: Origami will: • Maintain a project schedule on a weekly basis with key deliverables and expected dates to drive design, configuration, and sign off of specifications and unit testing for each deliverable to ensure project stays in scope and on time. Client will: • Complete all Client assigned project tasks (e.g., discovery sessions, data gathering, unit testing, sign off) in accordance with the agreed upon timeline. • Coordinate all activity within Client's organization to complete Client's tasks on the project schedule. • Coordinate all activity of Client's 3rd party providers (data sources, brokers, TPAs, etc.) required to complete tasks on the project schedule

CLIENT ROLES AND RESPONSIBILITIES

- Client will designate, prior to the start of the implementation, a single point of contact who shall be responsible to coordinate and manage all activities required within Client's organization to complete Client's tasks on the project schedule and make decisions on behalf of Client. This single point of contact may be changed at any time upon Client's notice to Origami.
- Client will provide requested information within a reasonable timeframe as agreed upon by Client and Origami; if providing the requested information is not achievable or will take longer than preferred, Client will promptly inform Origami of the situation and alternative solutions will be determined.
- Client will help resolve project issues and assist with bringing issues to the attention of the appropriate persons within the organization, as required.
- Client will coordinate all activity of Client's 3rd party providers required to complete tasks on the project schedule and Client will be primarily responsible for obtaining information and resolving any issues pertaining to third party products or services used by Client, if necessary. Client will be responsible for any charges levied by 3rd party providers.
- Client agrees generally to provide other reasonable assistance and cooperation to see that services are successfully completed (e.g., participate in status calls and working meetings, provide specifications, direction, and feedback as needed by Origami in a timely manner, etc.)
- For any deliverables that Origami provides to Client for approval, Client will confirm approval or provide necessary details on any requested remediation promptly.
- Client will be responsible for testing and quality assurance related to the implementation within the timeframe as agreed upon in the project schedule. Client will ensure that all configurations and customizations operate as intended (including functionality, usability and data access rights), and Origami shall not be responsible for any damages caused by any such configurations or customizations.
- Client will have final responsibility for decisions regarding all configurations and customizations (such as forms, dashboards, interfaces, reports, workflows and data flows), as agreed upon in the design documentation created by or for Client or Client's users in the Service.
- Outside of the implementation scope set forth in this SOW, Client shall have the ability to configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client.
- Client will review and approve specifications provided by Origami and acknowledges that requests for substantial deviations from the specification are outside the scope of the project.

PRICING AND INVOICE SCHEDULE

Origami will invoice Client $6,750.00 for the Professional Services detailed in this SOW. Such payment shall be invoiced by Origami upon signature of this SOW by both parties and due in accordance with the terms of the Agreement.

If needed, additional professional services can be purchased through a separate statement of work. All fees are subject to state sales tax, where applicable. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.

STATEMENT OF WORK APPROVAL

The undersigned agree to this Statement of Work.

ORIGAMI RISK LLC

By: _____

Name: Earnest Bentley
(Print Name)

Title: Chief Revenue Officer

Date: April 11, 2025

FRESNO UNIFIED SCHOOL DISTRICT

By: _____

Name: Patrick Jensen
(Print Name)

Title: Chief Financial Officer

Date: _____

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management
Dec 3, 2025
Date

ORIGAMI RISK

ORDER FORM #20250407

CONTACT INFORMATION	
Client: Fresno Unified School District **Address:** 4498 N. Brawley Fresno, CA 93722	**Bill To Contact:** Stacey Sandoval **Bill To Email:** invoices@fresnounified.org **Is purchase order (PO) required?** ☒ Upon entering into this Order Form, please send any Pos, vendor registration links or tax exemption certificates to finance@origamirisk.com

SUBSCRIPTION DETAILS

Effective Date: 2025-04-07
End Date: 2027-12-29

RECURRING SUBSCRIPTIONS – LICENSES	
Subscription	**Quantity / Functionality Purchased**
Mitchell Per Transaction Fee	1650 Special License(s)
	Current Period Total: $2,161.37 Annual Total: $2,882.00

RECURRING SUBSCRIPTIONS – DATA PROCESSING	
Subscription	**Quantity / Functionality Purchased**
Claim File Attachments Import	Integration Selected
	Current Period Total: $4,312.50 Annual Total: $5,750.00

Current Period Fees (before discount):	$6,473.87
Discount (applied to $6,473.87**):**	($1,687.50)
Total Current Period Fees:	$4,786.37

Annual Fees (before discount):	$8,632.00
Discount (applied to $8,632.00**):**	($2,250.00)
Total Annual Fees:	$6,382.00

BILLING DETAILS AND ADDITIONAL TERMS

This Order Form is effective as of the Effective Date (as identified above) for the purchase of the subscription services listed above from Origami Risk LLC ("Origami"). This Order Form is subject to all the terms and conditions of the underlying agreement between Client and Origami (the "Agreement"). To the extent the Agreement does not contemplate order forms, this Order Form will be deemed a Statement of Work for purposes of the Agreement. This Order Form will be deemed a part of the Agreement.

Fees for the current year of recurring subscription fees and all one-time fees under this Order Form will be invoiced and due upon execution of this Order Form. Fees for ongoing contract years are due annually upfront on each anniversary date thereafter. All fees are subject to applicable sales tax, which will appear separately on each invoice. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.

ORIGAMI RISK

Service descriptions and service-specific terms and conditions are set forth at origamirisk.com/servicedescriptions, which are hereby incorporated by reference in the form available at such link as of the Effective Date. Additional professional services may be set forth in other Statements of Work as agreed between the parties.

Mitchell Per Transaction Fee – 1650 Mitchell EDI transmissions included annually.

ORDER FORM APPROVAL

The undersigned agree to this Order Form.

ORIGAMI RISK LLC

By: _____

Name: Earnest Bentley
(Print Name)

Title: Chief Revenue Officer

Date: 08-25-2025

FRESNO UNIFIED SCHOOL DISTRICT

By: _____

Name: Patrick Jensen
(Print Name)

Title: Chief Financial Officer

Date: _____

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management
Dec 3, 2025
Date

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

Contract Routing Form

Contract Attached

Contract Number: 223860

Federal Funding Will Not Be Used

Origami Risk Llc	***26687 Network Place***
Vendor Name	***Address***
949-357-1880	**Teri Constantian**
Phone Number	***Vendor Contact***
Term (Duration) From: 12/30/2024	**Through: 12/30/2027**
FUSD Contract Administrator: Stacey.Sandoval@fresnounified.org	**Benefits & Risk Management**
Name	***Site/Dept***

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

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

Contract Amount: $375,696.00 **Estimated**

Scope of Work Summary: *Software - Origami'S Rmis Is The Existing Claims Management Software Used To Process And Report Workers' Compensation And General Liability Claims.*

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

Routing Order:

1) Reviewed & approved by **Department:** Stacey Sandoval

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

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

4) Reviewed & approved by **Chief Financial Officer:** Patrick Jensen (Dec 19, 2024 13:31 PST)

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

Routing:BOE Board Date(if applicable): 12/18/2024

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*
As a self-administered Workers' Compensation agency the District is required to utilize a claims management system for the administration of Workers' Compensation claims. There are no internal systems with claim management abilities; therefore, the District contracts with Origami for ongoing maintenance of a claims management system, allowing the District to stay in compliance with State regulations.	$376,696 for a three-year period	Administer benefits for any/all employees and former employees on workers' compensation to include time off pay and medical treatment beneits.	*All current/former employees of FUSD*	30% closure of claims during the fiscal year	10% cost savings	15% reduction in claims/injuries overall through training of personnel about injury prevention. The Origami system produces reports that can be utilized to analyze injury trends.

ORIGAMI RISK

ORDER FORM #20241230

CONTACT INFORMATION	
Client: Fresno Unified School District **Address:** 4498 N. Brawley Fresno, CA 93722 **Primary Contact:** Nichole Kearn **Primary Contact Email:** nicole.kearn@fresnounified.org	**Bill To Contact:** Stacey Sandoval **Bill To Email:** stacey.sandoval@fresnounified.org **Is purchase order (PO) required?** ☒ Upon entering into this Order Form, please send any Pos, vendor registration links or tax exemption certificates to finance@origamirisk.com

SUBSCRIPTION DETAILS

Subscription Term: 36 Months
Effective Date: 2024-12-30

RECURRING SUBSCRIPTIONS – LICENSES	
Subscription	**Quantity / Functionality Purchased**
Workers' Compensation Solutions - Mitchell Fee(s)	Functionality Selected
Source Code Escrow	Client may elect to enroll as a beneficiary to Origami's source code escrow deposit account (currently maintained by Iron Mountain). In order to enroll, Client must complete a Beneficiary Enrollment Form and return the completed form to Origami.
Enterprise-Wide Record Entry	Up to 2500 records added per year
Workers' Compensation Solution(s)	1 Jurisdiction(s) Available
Claims Admin User(s)	8 Claims Admin User(s)
Light User(s)	1 User(s)
Full User(s)	2 User(s)
RMIS	Functionality Selected
	Annual Total: $83,990.00

RECURRING SUBSCRIPTIONS – HOSTING	
Subscription	**Quantity / Functionality Purchased**
Additional Non-Searchable File Attachment Storage	100 Additional GBs of Non-Searchable File Attachment Storage
Hosting, Network & Storage	Up to 25000 Claim(s), Incident(s), Policie(s), and Other Record(s)
Free Non-Searchable File Attachment Storage	Includes 100 GBs of Non-Searchable file storage
	Annual Total: $18,400.00

RECURRING SUBSCRIPTIONS – DATA PROCESSING	
Subscription	**Quantity / Functionality Purchased**
Financial Mgmt Interface	Special Data Processing – CGI Advantage
PBM/Prescription Interface	Special Data Processing - ExpressScripts
CMS-111 Interface	Integration Selected
ISO Claim Search / Fraud Indexing	Integration Selected
1099 Data Interface or Export	Data Feed Selected – Encrypted Flat File via SFTP
Medbill 2 way interface	Integration Selected – Encrypted Flat File via SFTP
HR Employee Demographic Import	Integration Selected – Encrypted Flat File via SFTP

	Annual Total: $39,675.00

RECURRING SUBSCRIPTIONS – Client Support	
Subscription	**Quantity / Functionality Purchased**
Client Support Tier	Selected Client Support tier includes support resourcing based on up to 5 hours of Client Support services per month beginning on the Effective Date.
	Annual Total: $15,000.00

Annual Fees (before discount): $157,065.00
Discount (applied to $157,065.00): ($31,833.00)
Total Annual Fees: $125,232.00

BILLING DETAILS AND ADDITIONAL TERMS
This Order Form is effective as of the Effective Date (as identified above) for the purchase of the subscription services listed above from Origami Risk LLC ("Origami"). This Order Form is subject to all the terms and conditions of the underlying agreement between Client and Origami (the "Agreement"). To the extent the Agreement does not contemplate order forms, this Order Form will be deemed a Statement of Work for purposes of the Agreement. This Order Form will be deemed a part of the Agreement. Origami and Client agree that the term of the Agreement shall be extended through the duration of the term of this Order Form. Fees for the first year of recurring subscription fees and all one-time fees under this Order Form will be invoiced and due upon execution of this Order Form. Fees for ongoing contract years are due annually upfront on each anniversary date thereafter. All fees are subject to applicable sales tax, which will appear separately on each invoice. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred. Service descriptions and service-specific terms and conditions are set forth at origamirisk.com/servicedescriptions, which are hereby incorporated by reference in the form available at such link as of the Effective Date. Additional professional services may be set forth in other Statements of Work as agreed between the parties.

ORDER FORM APPROVAL

The undersigned agree to this Order Form.

ORIGAMI RISK LLC

By: _____

Name: Earnest Bentley
(Print Name)

Title: President, Risk Solutions

Date: November 11, 2024

FRESNO UNIFIED SCHOOL DISTRICT

By: _____
Patrick Jensen (Dec 19, 2024 13:31 PST)

Name: Patrick Jensen
(Print Name)

Title: Chief Financial Officer

Date: Dec 19, 2024

Approved As To Form:

Dec 6, 2024

Stacey Sandoval, Executive Director Risk Management

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024 **AGENDA ITEM C-17**

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Agreement Renewal with Origami Risk, LLC – G2

ITEM DESCRIPTION: Included in the board binders is an agreement for renewal with Origami Risk, LLC for continued use of the Origami Risk Management Information System (RMIS). Origami's RMIS is the existing claims management software used to process and report Workers' Compensation and general liability claims.

The district has used the Origami Risk, LLC software platform since December 2016. The original selection of Origami Risk, LLC and its RMIS was a result of Request for Proposal 16-20, approved by the Board of Education on December 14, 2016. This renewal agreement allows for a three-year term extension through December 2027.

The annual cost for the three-year term is $125,232, with the maximum cost of $375,696 over the term of the agreement.

FINANCIAL SUMMARY: Sufficient funds for the average annual cost of approximately $125,232 are available in the Internal Service Liability budget.

PREPARED BY: Stacey Sandoval

DIVISION: Business & Financial Services

CABINET APPROVAL PHONE: : (559) 457-6226

CABINET APPROVAL: Patrick Jensen, Chief Financial Officer

INTERIM SUPERINTENDENT APPROVAL:

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Amendment No. 1 to Superintendent Employment Agreement

ITEM DESCRIPTION: Included in the Board material is the request to approve Amendment No. 1 to Superintendent Employment Agreement, which reflects the appropriate timeframes related to the superintendent's evaluations and any subsequent salary increases.

FINANCIAL SUMMARY: Noted in the terms of the Superintendent's employment agreement.

PREPARED BY: David Chavez

DIVISION: Human Resources

CABINET APPROVAL PHONE: 559-457-3713

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



FRESNO UNIFIED SCHOOL DISTRICT

Amendment No. 1 to Superintendent Employment Agreement

This Amendment No. 1 (Amendment) to the Superintendent Employment Agreement dated April 30, 2025 (Agreement) is made and entered into effective December 10, 2025, by and between the Board of Trustees for the Fresno Unified School District (District) and Mao Misty Her (Superintendent).

Both parties desire to modify the Agreement to set a new evaluation timeframe that allows all relevant metrics to be included. Now, therefore, the parties agree as follows:

Changes to Section 2. Salary. The District and Superintendent agree to amend subsection 2.b.2) so that the timeframe for salary increases following a positive evaluation will be adjusted to match the new evaluation timeframe. Accordingly, the phrase "beginning July 1, 2026 and each July 1 thereafter" shall be deleted and replaced by the phrase "beginning December 1, 2026 and each December 1 thereafter."

Changes to Section 10. Evaluation of Superintendent. The District and Superintendent agree to amend the Agreement by deleting the sentence in Subsection 10.a that currently reads "The initial annual evaluation shall be completed by May 30, 2026, and, in each subsequent year by May 30, unless otherwise agreed to by the Board and the Superintendent." The parties agree that the following sentence with new dates will replace that deleted sentence in the Agreement: "The initial annual evaluation shall be completed by November 30, 2026, and in each subsequent year by November 30, unless otherwise agreed to by the Board and the Superintendent."

Except as expressly modified by this Amendment or approved by the Board, all terms and provisions of the Agreement shall remain in full force and effect.

_____ _____

Mao Misty Her Date

_____ _____

Valerie Davis, President, Board of Education Date
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Amendment Two to the Agreement with Aetna Life Insurance Company-Medicare Advantage Plan for Retirees

ITEM DESCRIPTION: Included in the Board material is amendment two to the agreement with Aetna Life Insurance Company for a Medicare Advantage Plan for all eligible retirees. The district currently offers medical benefits coverage for eligible retirees and has two choices: Aetna and Kaiser Permanente.

Approximately 6,200 retirees and dependents are enrolled and can access coverage through the Aetna Medicare Advantage Program. This fully insured product exceeds coverage offered through Medicare Plans A and B and the District's current PPO plan.

Recent federal legislation and high medical usage have impacted the plan and is reflected in this agreement. The Joint Health Managed Board (JHMB) performed a request for proposal (RFP) and stayed with Aetna at an 85.2% increase for 2026 and an 11.7% increase for 2027. The expected monthly cost will be $531.48 per member, and the annual increase will be about $18.1 million.

These services align with the Joint Health Management Board's (JHMB) established goals and responsibilities for providing high-quality health care to active employees and retirees

FINANCIAL SUMMARY: Sufficient funds in the amount of $40 million are available in the Internal Health Service Fund budget.

PREPARED BY: Steven Shubin

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen 

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

Contract Routing Form

Re: Completed Amendment to Contract Attached

Contract Number: 320544

Federal Funding Will Not Be Used

Aetna Life Insurance Company	***151 Farmington Ave., Hartford, Ct 06156***
Vendor Name	***Address***
8587847584	**Richard Frommeyer**
Phone Number	***Vendor Contact***
Term (Duration) From: 1/1/2026	**Through: 12/31/2026**
FUSD Contract Administrator: Steven.Shubin@fresnounified.org	**Benefits & Risk Management**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **670 0841 0880 5856 0000 6000**

Original Contract: $40,000,000.00
Amended Contract: $40,000,000.00

Estimated

Scope of Work Summary: *This* An *Amendment With Aetna Medicare Advantage Plan For Retirees And Dependents, The Plan Covers Retirees Who Are Enrolled And Can Access Coverage Through Aetna'S Medicare Advantage Program.*

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:** Steven Shubin

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

3) Reviewed & approved by **Risk Management:** {{Sig_es_:signer2:signature}}

4) Reviewed & approved by **Chief Financial Officer:** {{Sig_es_:signer4:signature}}

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

Routing:BOE Board Date(if applicable): 12/17/2025

Independent Contractor Services Agreement

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

GENERAL INFORMATION Contract Number: *320544* Funding: *Federal Funding Will Not Be Used*

School/Department Budget:	**670 0841 0880 5856 0000 6000**
Contractor's Vendor Name:	***Aetna Life Insurance Company***
Contractor's Contact Person:	**Richard Frommeyer**
Contractor's Title:	***Vice President***
Contractor's Telephone Number:	**8587847584**
Contractor's E-mail:	***Sharlene.Langhoff@Marshmma.Com***
Contractor's Address:	***151 Farmington Ave., Hartford, Ct 06156***
Original Contract Amount:	**$40,000,000.00** Original Contract Board Approval: **07/01/2023**
This Amendment Contract Amount:	**$40,000,000.00**

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

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*

Contract: 788781 Aetna Life Insurance Company

FUSD Contract Administrator:
Steven.Shubin@fresnounified.org

Attachments

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

Amendment No. 2
To
Medicare Group Agreement

This Amendment No. 2 to the Medicare Group Agreement is entered into effective January 1, 2026 (the "Amendment") by and between Fresno Unified School District ("Contract Holder"), and Aetna entity or entities ("Aetna"). Party shall be used to reference a single Party, either Aetna or Contract Holder and together both shall be collectively referenced as "Parties".

WHEREAS, Contract Holder and Aetna are parties to a Medicare Group Agreement that was effective on July 1, 2023 ("Group Agreement"); and

WHEREAS, Contract Holder and Aetna desire to amend the Group Agreement as set forth in this Amendment 2;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Amendment, and of other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, Contract Holder and Aetna hereby agree as follows:

1. All sections and paragraphs of the Group Agreement not hereby amended shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Group Agreement. In the case of a conflict, the terms of this Amendment 2 will control and prevail over those contained in the Group Agreement.

2. By mutual agreement, the Group Agreement, is hereby renewed effective January 1, 2026 through December 31, 2026.

3. The most recent rate exhibits, plan designs and financial conditions issued by Aetna to Contract Holder in connection with the renewal of the Group Agreement ("Financial Documents") are attached hereto and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed below.

FRESNO UNIFIED SCHOOL DISTRICT

By: {{Sig_es_:signer4:signature}}

Printed Name: Patrick Jensen

Title: Chief Financial Officer

Date: {{Dte_es_:signer4:date}}

AETNA LIFE INSURANCE COMPANY

By: Richard A. Frommeyer

Printed Name: Richard A. Frommeyer

Title: Vice President

Date: November 13, 2025

Approved As To Form:

{{Sig_es_:signer2:signature}}

Stacey Sandoval, Executive Director Risk Management
{{Dte_es_:signer2:date}}

Date

2026-2027 Rate Guarantee

The chart below specifies the guaranteed not to exceed rates for calendar years 2026 and 2027 ("Rate Guarantee Period") on a per member per month (PMPM) basis for the Aetna Medicare Advantage plans with Medicare prescription drug coverage ("MAPD Plan") offered to Fresno's Members ("Rate Guarantee" or "Rate Guarantees"). "Member" or "Membership" as used in this document means Fresno retirees and their eligible dependents who enroll in the MAPD Plans, and "Agreement" means the agreement executed by Aetna and Fresno for the MAPD Plans. "CMS" means the Centers for Medicare and Medicaid Services.

Plan	2026 Guaranteed Rate ($ PMPM)	2027 Guaranteed Not to Exceed Rate ($ PMPM)
Guaranteed Rate – MAPD C04 ESA PPO Plan with Rx $0/$9/$35/$850/$50 and $400 OOP Max - Part A & B	$531.48	$594.48
Guaranteed Rate – MAPD C04 ESA PPO Plan with Rx $0/$9/$35/$850/$50 and $400 OOP Max Part B Only	$1,112.58	$1175.58

Conditions for the Rate Guarantees

Aetna has made the assumptions set forth in this section when developing the Rate Guarantees described herein. Aetna reserves the right to revise or terminate the Rate Guarantees at any time if any of the following conditions are not met. To the extent that any of these conditions are not met, the financial impact will be considered on a cumulative basis over the course of the Rate Guarantee Period:

- Accurate Information: Aetna reserves the right to revise or terminate all components of this Rate Guarantee at any time if information provided by Fresno and/or its representative(s) to Aetna for the development of this Rate Guarantee is inaccurate.

- Timely Premium Payment: Aetna reserves the right to revise or terminate all components of this Rate Guarantee at any time if Fresno does not make the required MAPD Plan premium rate payments in accordance with the Agreement.

- Slice Offering: Aetna reserves the right to revise or terminate all components of this Rate Guarantee at any time if a new plan is introduced as an option offered alongside the Aetna MAPD Plans to Fresno's current and future retirees and dependents who are eligible to enroll in the Aetna MAPD Plans. This Rate Guarantee assumes that where our MAPD Plan is a retiree option alongside any competitor plan, our benefit design is not positioned as the richest plan available.

- Benefit Plan Changes: Aetna reserves the right to revise or terminate all components of this Rate Guarantee at any time if there are any changes to the products, benefits, programs, or current or proposed MAPD Plans offered by Aetna to Fresno under the Agreement, including

any changes to the MAPD Plans that are required by CMS or any other regulatory authority with jurisdiction (e.g., mandated benefits) in the CMS Final Rule or any other laws, rules, regulations or CMS requirements applicable to the MAPD Plans.

- Legislative, Regulatory CMS Changes, Executive Orders or Enforcement action: Aetna reserves the right to revise or terminate all components of this Rate Guarantee at any time if there are any legislative, regulatory, CMS changes, Executive Orders and/or enforcement actions that cause a change to taxes, fees, assessments, required benefits, Medicare Advantage program revenue or level of reimbursement that CMS will make to Aetna for Members, or the manner and/or cost of providing MAPD Plan medical benefits, including, but not limited to:

  - any changes in methodology used to calculate CMS funding for the MAPD Plans;
  - any changes to the Medicare Advantage program, including, but not limited to, any current proposals or legislation that have not yet been finalized; and/or
  - implementation of the Risk Adjustment Data Validation Audit (RADV) rule as published on January 30, 2023 and any related regulatory guidance.

  Part C/MA CMS Revenue: Aetna's proposed rate increases for the policy year 2027 are guaranteed subject to the following conditions which incorporate assumptions about the level of reimbursement CMS will make to Aetna on behalf of Fresno.

  If the combined impact of these factors, based on information available by the end of April of the prior year, is expected to increase CMS reimbursement by any amount less than the cumulative values in the chart below for policy year 2027 compared to 2026, Aetna reserves the right to increase the guaranteed supplemental premium for the 2027 policy year by the amount of the shortfall.

	2027
Cumulative Threshold of CMS Changes relative to 2026	**3.0%**

  The value of the CMS reimbursement factors is typically disclosed in early April of the year preceding the rate guarantee period.

  The components of CMS reimbursement that will be considered for this purpose include, but are not limited to:

  - Fee For Service (FFS) and Medicare Advantage (MA) Growth Rates including changes to remove medical education costs (IME and DGME)
  - FFS county-level cost re-basing
  - Coding Intensity Adjustment
  - Hierarchical Condition Categories (HCC) model changes and/or recalibration
  - FFS Normalization
  - Sequestration

- Bid-to-benchmark ratios used in the CMS Group Medicare Advantage payment methodology
- Any changes to the Group Medicare Advantage payment methodology
- Any new factors or adjustments that CMS implements which impact CMS reimbursement

A factor that will not be considered for this purpose is the impact of efforts to collect and submit data to CMS that determines CMS risk scores, also known as coding trend. Aetna has already factored coding trend into the proposed rate.

Notwithstanding the above, Aetna assumes the risk and will honor the rate structure above if Aetna fails to qualify for MA Quality Bonus Payments provided the Bonus Payments program remains in effect. (i.e., Aetna takes the risk of failure to qualify for the Bonus Payments program).

Medicare Part D:

- Aetna reserves the right to adjust this Rate Guarantee based on the actual National average Part D bid for 2026 through 2027.

- Aetna reserves the right to adjust this Rate Guarantee based on receipt of final Rx HCC risk score model for 2027.

- Aetna reserves the right to terminate this Rate Guarantee, change the MAPD Plan premium or restructure the Part D plan design or formulary at any time if there are any legislative, regulatory or CMS changes, Executive Orders and/or enforcement actions that cause a change to taxes, fees, assessments, required benefits, Part D program revenue or level of reimbursement that CMS will make to Aetna for Members, or the manner and/or cost of providing Part D benefits, including, but not limited to:

  - elimination of safe harbor protection under the federal Anti-Kickback Statute (AKS) for drug manufacturer rebates or other price concessions,
  - establishment of new safe harbor protection under the AKS for certain point-of-sale reductions in drug pricing,
  - changes to the drug manufacturer discount program,
  - changes to federal Part D subsidies, including changes to catastrophic reinsurance,
  - drugs selected for Drug Price Negotiation and Maximum Fair Prices,
  - statutory changes due to Part D reform*, and/or
  - the Part D rebate rule is not repealed

  * The MAPD Plan Rate Guarantee provided for the 2026 plan year includes some adjustments needed to reflect Part D program changes resulting from passage of the Inflation Reduction Act (IRA). However, CMS may release additional guidance that must be factored into the Rate Guarantee, such as the final National average Part D bid amount. Aetna will issue a new Rate Guarantee for 2026 and future calendar years, when all aspects of the IRA are fully evaluated.

- Broker commissions: The Rate Guarantee calculations exclude any broker commissions. Any broker commissions must be added to MAPD Plan rates.

- This Rate Guarantee excludes any additional income-related Medicare Part D premium payments required of Medicare-eligible Members in order for the Member to be eligible for the Part D product.

- Aetna reserves the right to revise this Rate Guarantee if there is a change to Aetna's pharmacy benefit manager and/or pharmacy network for calendar years 2026 and 2027.

- In developing the Rate Guarantee for 2027, we have assumed certain values for the Deductible and True Out of Pocket (TrOOP) thresholds. The final Deductible and TrOOP figures are announced by CMS in the final call letter each year; final announcements may result in a modification to the Rate Guarantees described herein.

- Aetna reserves the right to communicate with Members regarding opportunities to reduce out of pocket prescription drug costs.

- The supplemental premium rates are limited to prescription drugs covered by the quoted formulary. Aetna reserves the right to adjust the level of the Rate Guarantee increase per any request for formulary coverage expansion. Unless specifically addressed in this document, all previously provided Financial Conditions also apply to this Rate Guarantee.

- Pricing and Underwriting Basis: All components of this Rate Guarantee will be terminated if total enrollment in combined Aetna MAPD Plan coverage for any given plan year varies by more than 10% from the assumed enrollment of 6,133 Members.

- Force Majeure: Aetna reserves the right to terminate or modify all components of this Rate Guarantee if a force majeure event or circumstance occurs during the Rate Guarantee Period that is not within Aetna's control (including, but not limited to, major disaster, epidemic, complete or partial destruction of facilities, riot, or civil insurrection) and this event or circumstance directly or indirectly impacts the financial terms described herein or Aetna's Medicare Advantage business costs or revenue.

- Out-to-bid provision: All components of this Rate Guarantee will be terminated if Fresno conducts a new procurement seeking proposals from carriers to offer a Medicare Advantage plan or other retiree medical and/or Part D plan coverage to Fresno's Medicare-eligible retirees and dependents for the 2027 calendar year ("Proposals"), regardless of whether Fresno accepts one or more Proposals or rejects all Proposals.

  In closing, please refer to the **Financial Conditions** for additional conditions applicable to the 2026 calendar year Rate Guarantees.

MEDICARE ADVANTAGE RATE PROPOSAL

Plan Sponsor Name:	**Fresno Unified School District**
Policy Period Start Date:	**01/01/2026**
Policy Period End Date:	**12/31/2026**
Medical Plan:	**Medicare (C04) ESA PPO Plan**
Pharmacy Plan:	**Rx $0/$9/$35/$50/$50**

- Please refer to the Financial Conditions and Plan Design Exhibits for an outline of the level of benefits quoted, as well as the terms and conditions of this proposal.
- Your Aetna Group Medicare Plan for January 1, 2026 will be automatically renewed if we do not hear from you by October 1, 2025.
- Benefits, premium, deductible, and/or copayments/coinsurance may change on January 1 of each year and are subject to CMS contract approval.
- All rates are on a Per Member Per Month (PMPM) basis.
- These rates exclude commissions.

	Medical Rate	Pharmacy Rate	Total Rate
Current	$624.13	$243.27	$867.40
Proposed	$842.83	$269.75	$1,112.58
Change	$218.70	$26.48	$245.18

Total Medicare Eligible Members	15

State	Medicare Eligible Members	Medical Rate	Pharmacy Rate	Total Rate
Alabama	0	$842.83	$269.75	$1,112.58
Alaska	0	$842.83	$269.75	$1,112.58
Arizona	0	$842.83	$269.75	$1,112.58
Arkansas	0	$842.83	$269.75	$1,112.58
California	15	$842.83	$269.75	$1,112.58
Colorado	0	$842.83	$269.75	$1,112.58
Connecticut	0	$842.83	$269.75	$1,112.58
Delaware	0	$842.83	$269.75	$1,112.58
District of Columbia	0	$842.83	$269.75	$1,112.58
Florida	0	$842.83	$269.75	$1,112.58
Georgia	0	$842.83	$269.75	$1,112.58
Hawaii	0	$842.83	$269.75	$1,112.58
Idaho	0	$842.83	$269.75	$1,112.58
Illinois	0	$842.83	$269.75	$1,112.58
Indiana	0	$842.83	$269.75	$1,112.58
Iowa	0	$842.83	$269.75	$1,112.58
Kansas	0	$842.83	$269.75	$1,112.58
Kentucky	0	$842.83	$269.75	$1,112.58
Louisiana	0	$842.83	$269.75	$1,112.58
Maine	0	$842.83	$269.75	$1,112.58

Maryland	0	$842.83	$269.75	$1,112.58
Massachusetts	0	$842.83	$269.75	$1,112.58
Michigan	0	$842.83	$269.75	$1,112.58
Minnesota	0	$842.83	$269.75	$1,112.58
Mississippi	0	$842.83	$269.75	$1,112.58
Missouri	0	$842.83	$269.75	$1,112.58
Montana	0	$842.83	$269.75	$1,112.58
Nebraska	0	$842.83	$269.75	$1,112.58
Nevada	0	$842.83	$269.75	$1,112.58
New Hampshire	0	$842.83	$269.75	$1,112.58
New Jersey	0	$842.83	$269.75	$1,112.58
New Mexico	0	$842.83	$269.75	$1,112.58
New York	0	$842.83	$269.75	$1,112.58
North Carolina	0	$842.83	$269.75	$1,112.58
North Dakota	0	$842.83	$269.75	$1,112.58
Ohio	0	$842.83	$269.75	$1,112.58
Oklahoma	0	$842.83	$269.75	$1,112.58
Oregon	0	$842.83	$269.75	$1,112.58
Pennsylvania	0	$842.83	$269.75	$1,112.58
Rhode Island	0	$842.83	$269.75	$1,112.58
South Carolina	0	$842.83	$269.75	$1,112.58
South Dakota	0	$842.83	$269.75	$1,112.58
Tennessee	0	$842.83	$269.75	$1,112.58
Texas	0	$842.83	$269.75	$1,112.58
Utah	0	$842.83	$269.75	$1,112.58
Vermont	0	$842.83	$269.75	$1,112.58
Virginia	0	$842.83	$269.75	$1,112.58
Washington	0	$842.83	$269.75	$1,112.58
West Virginia	0	$842.83	$269.75	$1,112.58
Wisconsin	0	$842.83	$269.75	$1,112.58
Wyoming	0	$842.83	$269.75	$1,112.58

MEDICARE ADVANTAGE RATE PROPOSAL

Plan Sponsor Name:	**Fresno Unified School District**
Policy Period Start Date:	**01/01/2026**
Policy Period End Date:	**12/31/2026**
Medical Plan:	**Medicare (C04) ESA PPO Plan**
Pharmacy Plan:	**Rx $0/$9/$35/$50/$50**

- Please refer to the Financial Conditions and Plan Design Exhibits for an outline of the level of benefits quoted, as well as the terms and conditions of this proposal.
- Your Aetna Group Medicare Plan for January 1, 2026 will be automatically renewed if we do not hear from you by October 1, 2025.
- Benefits, premium, deductible, and/or copayments/coinsurance may change on January 1 of each year and are subject to CMS contract approval.
- All rates are on a Per Member Per Month (PMPM) basis.
- These rates exclude commissions.

	Medical Rate	Pharmacy Rate	Total Rate
Current	$43.03	$243.27	$286.30
Proposed	$261.73	$269.75	$531.48
Change	$218.70	$26.48	$245.18

Total Medicare Eligible Members	6,133

State	Medicare Eligible Members	Medical Rate	Pharmacy Rate	Total Rate
Alabama	6	$261.73	$269.75	$531.48
Alaska	0	$261.73	$269.75	$531.48
Arizona	42	$261.73	$269.75	$531.48
Arkansas	7	$261.73	$269.75	$531.48
California	5,612	$261.73	$269.75	$531.48
Colorado	18	$261.73	$269.75	$531.48
Connecticut	0	$261.73	$269.75	$531.48
Delaware	2	$261.73	$269.75	$531.48
District of Columbia	0	$261.73	$269.75	$531.48
Florida	21	$261.73	$269.75	$531.48
Georgia	3	$261.73	$269.75	$531.48
Hawaii	10	$261.73	$269.75	$531.48
Idaho	29	$261.73	$269.75	$531.48
Illinois	3	$261.73	$269.75	$531.48
Indiana	3	$261.73	$269.75	$531.48
Iowa	3	$261.73	$269.75	$531.48
Kansas	4	$261.73	$269.75	$531.48
Kentucky	5	$261.73	$269.75	$531.48
Louisiana	2	$261.73	$269.75	$531.48
Maine	0	$261.73	$269.75	$531.48

Maryland	3	$261.73	$269.75	$531.48
Massachusetts	1	$261.73	$269.75	$531.48
Michigan	3	$261.73	$269.75	$531.48
Minnesota	2	$261.73	$269.75	$531.48
Mississippi	2	$261.73	$269.75	$531.48
Missouri	4	$261.73	$269.75	$531.48
Montana	6	$261.73	$269.75	$531.48
Nebraska	3	$261.73	$269.75	$531.48
Nevada	41	$261.73	$269.75	$531.48
New Hampshire	1	$261.73	$269.75	$531.48
New Jersey	3	$261.73	$269.75	$531.48
New Mexico	4	$261.73	$269.75	$531.48
New York	3	$261.73	$269.75	$531.48
North Carolina	11	$261.73	$269.75	$531.48
North Dakota	0	$261.73	$269.75	$531.48
Ohio	5	$261.73	$269.75	$531.48
Oklahoma	4	$261.73	$269.75	$531.48
Oregon	83	$261.73	$269.75	$531.48
Pennsylvania	3	$261.73	$269.75	$531.48
Rhode Island	0	$261.73	$269.75	$531.48
South Carolina	6	$261.73	$269.75	$531.48
South Dakota	2	$261.73	$269.75	$531.48
Tennessee	16	$261.73	$269.75	$531.48
Texas	61	$261.73	$269.75	$531.48
Utah	21	$261.73	$269.75	$531.48
Vermont	1	$261.73	$269.75	$531.48
Virginia	3	$261.73	$269.75	$531.48
Washington	64	$261.73	$269.75	$531.48
West Virginia	0	$261.73	$269.75	$531.48
Wisconsin	5	$261.73	$269.75	$531.48
Wyoming	2	$261.73	$269.75	$531.48

Fresno Unified School District **January 1, 2026 through December 31, 2026**

Thank you for choosing Aetna®. We appreciate your business and are pleased to provide the enclosed 2026 Group Retiree Medicare plan renewal documents for Fresno Unified School District for the Medical/Pharmacy ("Aetna Medicare plan") (collectively, the "Renewal package").

Automatic renewal of your plan

Unless you request a change to this Renewal package by **October 1**, **2025**, your plan will automatically renew on January 1, 2026, consistent with the terms described in the documents included in this Renewal package and your agreement with Aetna for the Aetna Medicare plan ("Group Agreement"). There will be no exceptions to making changes to benefits after October 1, 2025.

If you choose to terminate your Aetna Group Medicare plan you must notify Aetna in writing by first class mail or email **no later than October 1, 2025.**

The following plan benefit information is being provided to notify Fresno Unified School District of some important information related to Aetna's Medicare Advantage and Part D plans.

Medicare Advantage – Medical Plan Information

CMS Changes

Each year, CMS sets cost sharing threshold amounts on specific MA plan benefits to ensure access to care and prevent discrimination against certain classes of Medicare beneficiaries. CMS has made the following changes to these thresholds for 2026.

Changes to maximum-out-of-pocket (MOOP) limit for some MA PPO plans

CMS provides you with the ability to establish different values for your plan. Plans offering an in-network MOOP in the Lower, Intermediate or Mandatory range must also offer a plan level MOOP in the same range. The chart below helps to define the 2026 thresholds for MA PPO.

Lower MOOP	Intermediate MOOP	Mandatory MOOP
$0 - $4,200 In-network $0 - $6,300 Plan Level (combined)	$4,201 - $6,750 In-network $4,201 - $10,100 Plan Level (combined)	$6,751 - $9,250 In-network $6,751 - $13,900, Plan Level (combined)

To encourage members to receive the most effective health care CMS has adjusted the cost share thresholds for specific service categories. These changes have been implemented with respect to the Aetna standard plan portfolio. It is important that you

review each service category in your Summary of Benefits for any year-over-year changes.

Your Aetna account representative can assist you with understanding these year-over-year changes and any additional adjustments you may want to make to your plan.

Network

Changes in Aetna Medicare Advantage network-based service areas for 2026

- **PPO:** We will be removing 6 counties from our MA PPO network service area in 2026. Please see the 2026 Aetna Medicare Advantage PPO network-based withdrawal counties exhibit in the Index to this renewal.

CMS group enrollment waiver

CMS has established a waiver of network service area requirements ("Waiver") for some employer/union groups. Under this waiver, the employer/union may enroll their retirees in an MA HMO or PPO plan even if they reside in a service area that does not have access to network providers. We refer to these non-network service areas as "Extended Service Areas" (ESA).

In order to be eligible for the Waiver, at least 51 percent of your retirees and dependents must live in a service area that provides adequate access to network providers. Aetna will apply the CMS network requirements when determining if a county or service area meets adequate access requirements.

It is important to know that:

- Members in an ESA plan may not have access to the Aetna network of providers that meets CMS network adequacy requirements.
- Providers that are not contracted with Aetna are not required to accept the Aetna ESA PPO plan except for emergency and urgently needed care.

We will monitor the network adequacy throughout the year to confirm that standards are met. Our network teams will work to strengthen our provider networks to meet CMS network adequacy requirements to help avoid potential disruption to our members.

As of March 2025, 94.40% of your members reside in service areas that meet CMS network adequacy requirements. If the total percentage of members falls below 51 percent by the date of your Aetna MA PPO plan renewal, we cannot offer you our MA PPO ESA plan. However, we will work with you to evaluate other group health plan options that can be offered in these extended service areas to help reduce potential Member disruption.

Fresno Unified School District **January 1, 2026 through December 31, 2026**

US Territories
Aetna offers Medicare Advantage PPO plans to retirees throughout the 50 states, Washington, DC, and the US Territories through use of a CMS service area waiver ("MA PPO ESA plans"). Please be advised that coverage under the MA PPO ESA plan in the US Territories is limited to medical coverage. Aetna MA PPO ESA plans do not offer fully insured Medicare prescription drug coverage in the US Territories. Therefore, if one of your MA PPO ESA plan members moves to a US Territory and Medicare prescription drug coverage is offered under that plan, the member will no longer be eligible for the plan. In this scenario, please contact Aetna to discuss plan options. Aetna may offer a MA PPO ESA plan with medical coverage only for your members who reside in the US Territories, and we will discuss with you available pharmacy coverage options.

We are making you aware of these rules because of the potential impact to your account structure and eligibility files in this scenario. Please reach out to your Account Management Team for more information.

Part D Information

Prescription drug coverage
Our retiree pharmacy coverage consists of two components: basic Medicare Part D benefits and supplemental benefits.

- We offer Medicare Part D plan coverage pursuant to our contract with the CMS. We receive monthly payments from CMS for the Part D portion of your coverage.
- We offer supplemental coverage that wraps around the basic Medicare Part D benefits, allowing you to offer enhanced pharmacy benefits. We receive monthly premium payments from you and/or your retirees for the supplemental coverage. Depending on your plan design, supplemental coverage may also include benefits for non-Part D covered drugs.

To address hyperinflated drugs, a small number of hyperinflated products will be removed from the Vitamins and Minerals rider in 2026.

These products offer no clinical advantage to our members over the appropriately priced vitamins and minerals available on our riders

We will report drug claims information to CMS, based on the source of the applicable coverage payment - Medicare Part D, plan sponsor or member.

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Inflation Reduction Act (IRA) –

The IRA, enacted in 2022, has significant impacts on the Medicare Part D benefit. Since being enacted, changes have been made annually, including the following:

- Effective January 1, 2023, plans must cover most Part D vaccines at $0 cost share and required that members must not pay more than $35 for a one-month supply of each insulin product covered by the plan.
- Effective January 1, 2024, cost share in the Catastrophic Stage was reduced to $0 for covered Part D drugs.
- Effective January 1, 2025, the Coverage Gap phase was eliminated along with the corresponding Coverage Gap Discount Program, True Out-of-Pocket (TrOOP) was reduced to $2,000, introduction of the Manufacturer Discount Program, and introduction of the Medicare Prescription Payment Plan.

Effective January 1, 2026, the Medicare negotiated Maximum Fair Price (MFP) program will begin. There are 10 highly utilized drugs included beginning 2026 (Eliquis, Enbrel, Entristo, Farxiga, Imbruvica, Januvia, Jardiance, Stelara, Xarelto, and Fiasp/Novolog). These drugs must be included in all forms on all formularies. The MFP is applied prospectively at point of sale based on rates directly negotiated and contracted by Medicare. This price will be less than the pharmacy purchase price. Manufacturers will make pharmacies whole by paying the MFP discount to a Medicare Transaction Facilitator (MTF) who will pay the pharmacy. The Manufacturer Discount Program does not apply to MFP drugs.

CMS changes
The CMS Part D standard benefit parameters change annually. For details specific to Part D coverage you offer to your retirees, you should refer to the plan design document, included with this renewal. These changes, which are summarized below, will impact all plan designs this year.

	2025	**2026**
Deductible cannot exceed:	$590	$615
Amount required to move members into the Catastrophic phase	$2,000 True Out-of-Pocket (TrOOP) threshold	$2,100 True Out-of-Pocket (TrOOP) threshold
Catastrophic copayments	$0 for all covered Part D drugs	$0 for all covered Part D drugs

Please note: Cost shares for non-Part D drugs covered under a rider or supplemental benefit, if applicable, do **not** count towards the CMS True Out-of-Pocket (TrOOP) threshold to move members into the Catastrophic phase. Member cost share for covered non-Part D drugs will also be reduced to $0 in the Catastrophic phase.

Fresno Unified School District **January 1, 2026 through December 31, 2026**

Changes to the Aetna prescription drug plan for 2026

Aetna's Part D formulary changes

Formularies change on an annual basis. Members should review the updated formulary that aligns with their plan to determine if a drug they are taking will still be covered, the tier of such coverage, and what they will pay for their drugs in 2026. Updated plan year formularies are made available online on October 1st. Members may also request that a printed copy of this formulary be mailed to them by contacting Aetna customer service.

2026 Formulary Name	Description
Comprehensive Plus	• Richest option; open; covers all Part D drugs • Generic drugs reside on defined generic tier(s)
Strategic Saver Plus	• Rich option; covers most Part D drugs but considered closed because of some strategic exclusions to maximize rebate value • Generic drugs reside on defined generic tier(s)
Signature Plus	• Closed; broad Part D drug coverage with strategic exclusions • Generic drugs reside on defined generic tier
Classic Plus	• Closed; covers a subset of Part D drugs; medium coverage • Generic drugs reside on defined generic tier(s)
Classic	• Closed; covers a subset of Part D drugs; medium coverage • Commingled, generics reside on all tiers
Core Plus	• Closed; lean coverage • Generic drugs reside on defined generic tier(s)
Core	• Closed; lean coverage • Commingled, generics reside on all tiers

Administration of the open formulary

Newly approved drugs won't be covered until they've undergone internal clinical review as well as external review by our Pharmacy and Therapeutics (P&T) Committee. Following the review, we will determine in which tier the drug will reside, include any applicable utilization management edits as approved by the P&T committee, and release the drug for coverage under open formulary plans.

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The P1 Preferred Network plan option
This option provides a lower price point through the use of a pharmacy with preferred status. Members generally pay a lower cost share when utilizing pharmacies that are preferred. Members will also have access to standard pharmacies within the network; however, they will likely pay a higher cost share when receiving covered medications at standard pharmacies. To find a network pharmacy, members can visit our website: http://www.aetnaretireeplans.com.

Aetna Mail Order
Aetna's mail order benefits are filled by CVS Caremark® Mail Service Pharmacy. This mail order service supplies medications for drugs taken on a regular basis, sometimes referred to as maintenance drugs. Examples of maintenance drugs include medications used to treat chronic conditions such as arthritis, high cholesterol, asthma, or high blood pressure. CVS Caremark® Mail Service Pharmacy does not supply medications used for short-term illnesses, such as cold medications or antibiotics. Additionally, certain drugs that require special handling may not be available through CVS Caremark® Mail Service Pharmacy. These drugs are sometimes called specialty drugs and may require storage at controlled temperatures or other unique handling requirements which cannot be accommodated through a traditional mail order arrangement. Therefore, most specialty drugs are not available at the mail order benefit (cost share) and instead will pay at the retail benefit (cost share). Also, specialty drugs are generally limited to a 30-day fill, to reduce waste of these high-cost drugs.

Please Note: Due to legislation in Arkansas, effective January 1, 2026, members may not be able to utilize the following services within the state of Arkansas, unless a court takes action: CVS Retail, CVS Caremark® Mail Service, CVS Specialty, and OMNI Care long term pharmacies.

Medicare Part D creditable coverage
If an applicant cannot demonstrate that he/she had prior creditable coverage, the applicant may incur late enrollment penalties, consistent with laws, rules, and regulations applicable to the Part D program.

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CMS Notifications

We will notify members of plan changes as required by CMS

CMS requires that Aetna provide each member enrolled in our group Medicare Advantage plan or Medicare prescription drug plans an Annual Notice of Change (ANOC) letter along with the new plan year Schedule of Member Cost Sharing (SOC) which provides a detailed description of the benefits and coverage provisions of the plan. The Evidence of Coverage (EOC) provides Medicare-specific information about the health plan and is available to members online or by calling customer service to request a written copy. Medicare members must receive detailed benefit information for their current plan no later than 15 days before the start of your annual open enrollment period. If you don't have an open enrollment period, Medicare members must receive this benefit information no later than 15 days before the start of the new plan year.

If you wish to receive a copy of these plan documents for your records, please reach out to your Aetna account representative.

Premiums

- **Medicare Advantage – Premium Requirements** - The following requirements apply only if Aetna is offering a Medicare Advantage HMO or PPO Plan to your members, and you and your members are paying any portion of the premium for the Medicare Advantage benefit ("MA Premium"). CMS requires that we notify you of these requirements. You must comply with the following conditions with respect to any subsidization of MA Premium and any required MA Premium contribution by the member:

    1. You may subsidize different amounts of MA Premium for different classes of members and their dependents, provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly).

    2. MA Premium contribution levels cannot vary for members within a given class.

    3. Direct subsidy payments from CMS to Aetna must be passed through to reduce the amount of any required MA Premium payment by the member.

- **Billing Arrangement -** Aetna offers three different methods for billing premiums with our group Medicare Advantage and standalone Medicare prescription drug plans. A monthly premium can either be billed to the member ("Direct Billing"), to you ("Contract Holder Billing") or to both you and the Member ("Split Billing").
  You have elected to use Contract Holder Billing.

- **Premium and Low Income Subsidy ("LIS") Requirements and Late Enrollment Penalty ("LEP")** - Fresno Unified School District will comply with the following conditions with respect to any subsidization of that portion of premiums paid by Fresno Unified School District for the Medicare Prescription Drug benefit ("PD Premium") and any required PD Premium contribution by members enrolled in MAPDs or PDPs ("Members"):

  - Fresno Unified School District may subsidize different amounts of PD Premium for different classes of Members and their dependents, provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly). Classes of Members and their dependents cannot be based on eligibility for the Low-Income Subsidy ("LIS").

  - PD Premium contribution levels cannot vary for Members within a given class.

  - Direct subsidy payments from CMS to Aetna must be passed through to reduce the amount of any required PD Premium payment by the Member ("Member Contribution") so the Member in no event shall be required to pay more than the sum of: a) the standard Medicare Part D premium, net of the direct subsidy payment from CMS, and b) one hundred percent (100%) for any supplemental coverage selected by the Member.

  Fresno Unified School District will comply with the following conditions with respect to any LIS payment received from CMS for any LIS-eligible Member:

  - Any monthly LIS payment received from CMS for an LIS-eligible Member shall be used to reduce any Member Contribution. Any remainder may then be used to reduce the amount of the Fresno Unified School District's PD Premium contribution. However, if the sum of the Member Contribution and Fresno Unified School District's PD Premium is less than the LIS payment, any portion of the LIS payment will be returned to CMS by Aetna.

  - If the LIS payment for any LIS-eligible Member is less than the Member Contribution required by such individual (including the Member Contribution for supplemental benefits, if any), Fresno Unified School District shall communicate with the LIS-

eligible Member about the cost of remaining enrolled in Fresno Unified School District's Plan versus obtaining coverage as an individual under another Medicare Part D Prescription Drug plan.

- In the event that the LIS-eligible Member is due a refund of the LIS payment (i.e., there was no upfront reduction of the PD Premium by the LIS amount), such refund shall be completed by Aetna or Fresno Unified School District, as applicable, within 45 days of the date Aetna receives the LIS payment for that Member from CMS.

Group Billed – If Aetna is billing and collecting the entire plan premium from Fresno Unified School District and Fresno Unified School District chooses to receive group list invoices, Aetna will apply LIS subsidy credits and LEP debits to the group invoice. Fresno Unified School District must apply the LIS subsidy and collect the LEP consistent with applicable law.

Direct Billed - If Fresno Unified School District chooses direct billing (i.e., Aetna directly bills and collects the entire plan premium from Members), Aetna will apply LIS to the Member invoice and will add LEP debits consistent with applicable law.

Additional Retiree Programs

"Age-In" Program

Aetna executes an optional communications program (monthly or quarterly) known as the "Age-in" Program. This Program provides your Aetna members who are approaching age 65 with timely information regarding your Aetna Medicare Plan. The "Age-in" Program currently consists of a mailing(s) that can be sent 2-3 months before the 65th birthday month and the mailing list is determined solely based on age. This means that these mailings may be sent to both your retirees and active employees who are nearing their 65th birthday. The scope of this Program is subject to change.

Important Note: Please notify your Account Executive Team if you do not wish to participate in the "Age-in" Program. If your Account Executive Team does not receive this notice 30 days prior to your plans effective date, Aetna will proceed with including your members in the "Age-in" Program.

Helping your retirees obtain Medicaid coverage and access to community assistance programs

We're pleased to provide plan sponsors with a Medicaid outreach program through BeneLynk. This program provides continuous monitoring of social program eligibility and enrollment status to ensure appropriate access to benefits for which members are entitled.

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This program includes:

- Initial Outreach and enrollment assistance with Medicaid or Medicare Savings Programs and the Low-Income Subsidy
- Annual Recertification to maintain enrollment in these programs

We believe our Medicaid outreach program provides a valuable service to potentially eligible members by educating them about and screening for Medicaid programs. Medicaid eligibility may help reduce member out-of-pocket cost sharing and premiums. It can also help us reduce annual plan premium increases due to the additional payment we receive from CMS for these beneficiaries.

If your organization doesn't wish to participate and have your retirees contacted by BeneLynk, your organization may "opt-out" of our Medicaid outreach program. To do so, please contact your Aetna representative no later than October 1, 2025.

Please Note: If we don't receive your "opt-out" notification by October 1, 2025, your organization will be included in our Medicaid outreach program.

Contract Termination Rights

If you fail to meet Aetna's contribution or participation requirements (as described in this Financial Document) or you change your plan eligibility or participation requirements without Aetna's consent, Aetna may terminate the contract between you and Aetna for your plan offerings ("Contract") consistent with the terms of the Contract.

Federal Information

Employer Reporting Requirements:

Under Internal Revenue Code (IRC) Section 6055 health insurance issuers, certain employers, government agencies and other entities that provide Minimum Essential Coverage (MEC) to individuals must report to the IRS information about the type and period of coverage and furnish related statements to covered individuals. This information is used by the IRS to administer the individual shared responsibility provision and by individuals to show compliance with the individual shared responsibility provision.

For Medicare plans (including Medicare Advantage), the reporting obligation under Section 6055 is on the Centers for Medicare and Medicaid Services (CMS) to the extent it applies. CMS will report the required information to the IRS about the type and period of coverage provided to each individual member enrolled in these plans and will furnish the required statements to subscribers.

IRC Section 6056 requires large employers (those having employed an average of 50 or more full-time employees during the preceding calendar year) to report to the IRS

information about the health care coverage they have offered and also furnish applicable statements to employees. The purpose is to allow the IRS to enforce the employer responsibility provisions.

To satisfy the 6056 employer reporting requirements, you must file the required returns with the IRS by no later than February 28 of the year following coverage (if filing on paper) or March 31 (if filing electronically) and furnish a statement to all full-time employees by January 31st of the year following the calendar year to which the return relates (i.e., January 31, 2026 for the 2025 calendar year).

Plans are offered by Aetna Health Inc., Aetna Health of California Inc., Aetna Life Insurance Company, SilverScript Insurance Company and/or their affiliates (Aetna). Aetna Medicare is a brand name used for group fully-insured standalone Medicare prescription drug plan (PDP), group Medicare Advantage HMO, and group Medicare Advantage PPO products provided by Aetna under a Medicare contract with the Centers for Medicare and Medicaid Services. Enrollment in our plans depends on contract renewal. Limitations, co-payments, and restrictions may apply. Benefits, pharmacy network, provider network, premium and/or co-payments/co-insurance may change on January 1 of each year.

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Fresno Unified School District **January 1, 2026 through December 31, 2026**

2026 Aetna Medicare Advantage PPO network-based withdrawal counties

As of January 1, 2026, we will remove 6 network-based counties to our MA PPO service area.

State	County
MD	Allegany
MI	Clare
TX	Dawson
TX	Denton
TX	Hall
TX	Taylor

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Definitions

For the purpose of this document: (1) "MA" means a group Medicare Advantage MA HMO and/or PPO plan without Medicare prescription drug coverage; (2) "MAPD" means a group MA HMO and/or PPO plan with Medicare prescription drug coverage; (3) "PDP" means a group standalone Medicare prescription drug plan; and (4) "ESA" means an MA PPO plan that uses a CMS-established waiver of service area requirements to offer coverage to eligible retirees/dependents who reside in an extended service area that does not offer a provider network that meets CMS network adequacy requirements.

Effective Date

The rates and benefit plan designs provided in this renewal are effective January 1, 2026 through December 31, 2026. We will issue a new Financial Conditions with each year's renewal that will govern for that year, and contract will be amended to include the latest version when applicable.

Automatic renewal of your plan if we don't hear from you by October 1, 2025

If you plan to change or terminate your Aetna Group Medicare Plan you need to notify us in writing as soon as possible. We must hear from you by October 1, 2025. Otherwise, we will assume you consider the information in this renewal to be accurate and you have chosen to renew your Aetna Group Medicare Plan for 2026.

If you do not respond to this renewal, we will automatically renew your plan with the benefits, cost sharing, premium rates and terms and conditions described in this renewal and enclosed materials, and in your agreement with Aetna.

The following conditions allow us to assess the potential financial impact and adjust premium rates, subject to applicable state and federal mandates:

- **Enrollment Assumptions** – We reserve the right to rerate or restructure our rating if: a) the total enrollment varies by more than 10 percent from the enrollment assumption used in the enclosed rating or, b) if any site's enrolled membership expressed as a percent of total enrolled membership varies by more than +/- 10 percent from that assumed when rating the case. Aetna group retiree coverage does not extend to additional employer groups unless we are able to review supplemental census information and other underwriting information for appropriate financial review.

- **Full replacement** - Aetna reserves the right to revise or terminate all components of this renewal at any time if the Aetna MAPD Plan is not full replacement coverage for all 6,148 Members enrolled in the MAPD Plans or is not the only group Medicare Advantage plan offered to all of Fresno Unified School District's current and future retirees and dependents who are eligible to enroll in the MAPD Plans.

Fresno Unified School District **January 1, 2026 through December 31, 2026**

- **Legislative, Regulatory, CMS Changes, Executive Orders or Enforcement action** – Aetna reserves the right to revise or terminate all components of this Rate Guarantee at any time if there are any legislative, regulatory, CMS changes, Executive Orders and/or enforcement actions that cause a change to taxes, fees, assessments, required benefits, Medicare Advantage program revenue or level of reimbursement that CMS will make to Aetna for Members, or the manner and/or cost of providing MAPD Plan medical benefits, including, but not limited to:

    - any changes in methodology used to calculate CMS funding for the MAPD plans;

    - any changes to the Medical/Pharmacy program, including, but not limited to, any current proposals or legislation that have not yet been finalized; and/or

    - implementation of the Risk Adjustment Data Validation Audit (RADV) rule as published on January 30, 2023, and any related regulatory guidance

- **Plan eligibility for MA and MAPD** -This renewal assumes all members are retired and enrolled in Medicare Part A and Part B. If you have retirees that are not eligible for premium free Part A they must be enrolled in an Aetna Medicare Part B only plan and separate rates will be provided to cover these members. Additionally, you represent that actively working employees and their dependents are not permitted to enroll in your group Medicare Advantage and/or Medicare Advantage with prescription drug plan(s) ("Plan(s)"), and that by offering the Plan(s) you intend to create and maintain a retiree plan that is separate from your active plan.

- **Employer contribution requirements** - This renewal assumes your average employer contribution level is 90% of the group premium for the Medical/Pharmacy plan. If the actual employer contribution differs from this assumed percentage, the MAPD rates and/or the plan offering are subject to revision.

- **Medicare Part D**
  This renewal assumes that our current experience-rating renewal methodology for groups with at least 400 subscribers will continue to be the accepted and approved methodology for future renewals. If this is not the case, this renewal will be reviewed and may require revision.

  Aetna reserves the right to terminate this renewal, change the Medical/Pharmacy Plan premium or restructure the Part D plan design or formulary at any time if there are any legislative, regulatory or CMS changes, Executive Orders and/or enforcement actions that cause a change to taxes, fees, assessments, required benefits, Part D program

revenue or level of reimbursement that CMS will make to Aetna for Members, or the manner and/or cost of providing Part D benefits, including, but not limited to:

- elimination of safe harbor protection under the federal Anti-Kickback Statute (AKS) for drug manufacturer rebates or other price concessions,
- establishment of new safe harbor protection under the AKS for certain point-of-sale reductions in drug pricing,
- changes to the drug manufacturer discount program,
- changes to federal Part D subsidies, including changes to catastrophic reinsurance,
- drugs selected for Drug Price Negotiation and Maximum Fair Prices,

This renewal excludes any additional income-related Medicare Part D premium payments required of Medicare-eligible Members in order for the Member to be eligible for the Part D product.

Aetna reserves the right to revise this renewal if there is a change to Aetna's pharmacy benefit manager and/or pharmacy network for this calendar year.

Aetna reserves the right to communicate with Members regarding opportunities to reduce out of pocket prescription drug costs.

- **Medicare Part D Formulary**
  The supplemental premium rates are limited to prescription drugs covered by the quoted formulary. Aetna reserves the right to adjust the level of the renewal increase per any request for formulary coverage expansion. Unless specifically addressed in this document, all previously provided Financial Conditions also apply to this renewal.

- **Rate and benefit approval** -This renewal is subject to Centers for Medicare and Medicaid Services ("CMS") annual filing approval for the Medicare Advantage and Medicare prescription drug contracts, applications, and service areas for calendar year 2026. Filed benefits, including cost sharing amounts and premiums, are subject to regulatory approval(s), where applicable, and are effective January 1, 2026 through December 31, 2026.

- **Timely premium payments** - If a premium payment is not paid in full on or before the premium due date, a late payment charge of one and one-half percent of the total amount due per month may be added to the amount due, beginning with the premium due date. We also have the right to assess late premium payment and costs of collection of any unpaid premiums or fees, including reasonable attorney's fees and cost of suit.

- **End stage renal disease** - This section applies to Aetna's group MA, MAPD and PDPs (collectively, "Aetna Group Medicare Plans"). We assume that you don't enroll retirees and their dependents who are Medicare beneficiaries diagnosed with End Stage Renal Disease ("ESRD Beneficiaries") in the Aetna Group Medicare Plans during their 30-month coordination period, unless the ESRD beneficiaries maintain coverage under your commercial group health plan as the primary payer during their 30-month coordination period and the Aetna Group Medicare Plan is the secondary payer.

  We will only offer Aetna Group Medicare Plans to ESRD Beneficiaries in a manner that is consistent and complies with applicable laws, rules, and regulations, including, but not limited to, 42 C.F.R. § 422.50(a)(2) and other Medicare Advantage and Medicare Secondary Payer ("MSP") laws, rules and regulations and Centers for Medicare and Medicaid Services ("CMS") instructions ("MSP Requirements"). If an ESRD Beneficiary is eligible for or entitled to Medicare based on End Stage Renal Disease, federal law requires your commercial group health plan ("GHP") to be the primary payer for the first thirty months of the ESRD Beneficiary's Medicare eligibility or entitlement ("30-month coordination period"), regardless of the number of employees and regardless of whether the ESRD Beneficiary is a current employee or retiree. Therefore, you must confirm whether ESRD Beneficiaries are in their 30-month coordination period, and not enroll ESRD Beneficiaries in our Aetna Group Medicare Plan during their 30-month coordination period unless coverage under the GHP is maintained for such ESRD Beneficiaries for that period.

  Aetna's understanding of the 21st Century Cures Act is that MSP Requirements continue to apply to ESRD Beneficiaries. This means that ESRD Beneficiaries will continue to have the option of enrolling in an Aetna Group Medicare Plan after they complete their 30-month coordination period, as permitted under MSP requirements. If CMS or any other federal agency with jurisdiction later indicates that MSP Requirements relating to ESRD Beneficiaries have changed as a result of the 21st Century Cures Act or any other applicable law, rule or regulation, Aetna reserves the right to revise or restructure the rates in this renewal.

- **Medical deductible and/or OOP (Out of Pocket) Max credits** - This quote excludes medical deductible and/or Out of Pocket max credits from our proposed medical plan.

- **Use of pharmacy data for medical management** - The enclosed medical rates assume that either, a) we are the pharmacy benefit administrator or PDP carrier or, b) we receive weekly pharmacy data feeds in an appropriate format from either you or your designated third party. The medical rates are subject to revision if either of these conditions does not occur.

- **Additional products and services-** We will bill you for the cost of special services that are not included or assumed in the pricing. For example, you'll be subject to additional charges for customized communication materials. Costs will depend on the actual services performed and are determined at the time the service is requested.

Inaccurate or incomplete information – We're relying on information from you and your representatives in establishing the rates and terms of this renewal. If any of this information is inaccurate or incomplete and has a material impact on the cost of the programs, we reserve the right to adjust our rates and terms.

Proprietary and Confidential – This renewal contains trade secrets and commercial and financial information that Aetna deems proprietary and confidential and cannot be further released to any third party by Fresno Unified School District without Aetna's prior written consent.

Aetna Intellectual Property
Under your Agreement with Aetna for the group Medicare Plans ("Agreement"), you may have access to certain of Aetna's Customer reporting systems. Aetna represents that it has either the ownership rights or the right to use all of the intellectual property used by Aetna in providing services under the Agreement ("Aetna IP"). Aetna will grant you, as the Customer, a nonexclusive, non-assignable, royalty free, limited right to use certain of the Aetna IP for the purposes described in the Agreement. You agree not to modify, create derivative product from, copy, duplicate, decompile, dissemble, reverse-engineer or otherwise attempt to perceive the source code from which any software component of the Aetna IP is compiled or interpreted. Nothing in the Agreement shall be deemed to grant any additional ownership rights in, or any right to assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, the Aetna IP to you.

Conclusion
We present this renewal on the condition that it will be accepted in its entirety. Furthermore, we've assumed that you'll continue to offer all other coverages, products, and services that you purchased previously. If there is a material change in this regard, we reserve the right to review and reprice this renewal. If you're interested in a subset of our renewal, then we will gladly review and reprice, if necessary. Before accepting the rates in this renewal, you must disclose any material deviation, current or expected, from these assumptions.

Fresno Unified School District **January 1, 2026 through December 31, 2026**

The most recent version of this document issued by Aetna to you, including any attachments to this document (collectively, "Financial Documents") are part of your agreement with Aetna to offer Medicare Advantage plans and/or standalone Medicare prescription drug plans ("Group Agreement"). In the event of a conflict between the terms of the Financial Documents and your Group Agreement and the documents incorporated into the Group Agreement, the order of priority shall be as described in your Group Agreement. Any riders, amendments, inserts and attachments shall have the same priority as the document to which they are attached.

Fresno Unified School District **January 1, 2026 through December 31, 2026**

Broker commissions – The enclosed rates exclude broker commissions.

We honor 'Agent of Record' or 'Broker of Record' letters when an agent, broker, or consultant sells new business or takes over an Aetna case from another agent, broker, or consultant. Please have an appropriate representative from your organization sign the letter using your organization's letterhead. The change will become effective on the first day of the month after our payment unit receives the 'Agent of Record' or 'Broker of Record' letter unless another future date is designated in the letter.

FRESNO UNIFIED SCHOOL DISTRICT
Aetna Medicare[SM] Plan (PPO)
Medicare (C04) ESA PPO Plan
Rx $0/$9/$35/$50/$50

Benefits and Premiums are effective January 1, 2026 through December 31, 2026

SUMMARY OF BENEFITS
PROVIDED BY AETNA LIFE INSURANCE COMPANY

Primary Care Physician (PCP): You have the option to choose a PCP. When we know who your provider is, we can better support your care.

Referrals: Your plan doesn't require a referral from a PCP to see a specialist. Keep in mind, some providers may require a recommendation or treatment plan from your doctor in order to see you.

Prior Authorizations: Your doctor will work with us to get approval before you receive certain services or drugs. Benefits that may require a prior authorization are listed with an asterisk (*) in the benefits grid.

PLAN FEATURES	Network & out-of-network providers.
Monthly Premium	Please contact your former employer/union/trust for more information on your plan premium.
Plan Follows the Federal Medicare Part B Deductible Plan deductible is equal to the Federal Medicare Part B deductible	No
Annual Deductible	$0
This is the amount you have to pay out of pocket before the plan will pay its share for your covered Medicare Part A and B services.	
Annual Maximum Out-of-Pocket Amount	
Annual maximum out-of-pocket limit amount includes any deductible, copayment or coinsurance that you pay.	$0
It will apply to all medical expenses except Hearing Aid Reimbursement , Vision Reimbursement and Medicare prescription drug coverage that may be available on your plan.	

HOSPITAL CARE*	This is what you pay for network & out-of-network providers.
Inpatient Hospital Care	$0 per stay
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
Observation Stay	Your cost share for Observation Care is based upon the services you receive
Frequency:	per stay
Outpatient Services & Surgery	$0
Ambulatory Surgery Center	$0
PHYSICIAN SERVICES	**This is what you pay for network & out-of-network providers.**
Primary Care Physician Visits	$0
Includes services of an internist, general physician, family practitioner for routine care as well as diagnosis and treatment of an illness or injury and in-office surgery.	
Physician Specialist Visits	$0
PREVENTIVE CARE	**This is what you pay for network & out-of-network providers.**
Medicare-covered Preventive Services	$0

• Abdominal aortic aneurysm screenings
• Alcohol misuse screenings and counseling
• Annual Well Visit - One exam every 12 months.
• Bone mass measurements
• Breast exams
• Breast cancer screening: mammogram - one baseline mammogram for members age 35-39; and one annual mammogram for members age 40 & over.
• Cardiovascular behavior therapy
• Cardiovascular disease screenings
• Cervical and vaginal cancer screenings (Pap) - one routine GYN visit and pap smear every 24 months.
• Colorectal cancer screenings (colonoscopy, fecal occult blood test, flexible sigmoidoscopy)
• Depression screenings
• Diabetes screenings
• HBV infection screening

• Hepatitis C screening tests • HIV screenings • Lung cancer screenings and counseling • Medicare Diabetes Prevention Program - 12 months of core session for program eligible members with an indication of pre-diabetes. • Nutrition therapy services • Obesity behavior therapy • Pelvic Exams and pap test (screening) - one routine GYN visit and pap smear every 24 months. • Prolonged Preventive Services - prolonged preventive service(s) (beyond the typical service time of the primary procedure), in the office or other outpatient setting requiring direct patient contact beyond the usual service • Prostate cancer screenings (PSA) - for all male patients aged 50 and older (coverage begins the day after 50th birthday) • Sexually transmitted infections screenings and counseling • Tobacco use cessation counseling • Welcome to Medicare preventive visit	
Immunizations • Flu • Hepatitis B • Pneumococcal	$0
Additional Medicare Preventive Services • Diabetes self-management training (DSMT) • Digital rectal exam (DRE) • EKG following welcome exam • Glaucoma screening	$0
EMERGENCY AND URGENT MEDICAL CARE	**This is what you pay for network & out-of-network providers.**
Emergency Care; Worldwide (waived if admitted)	$0
Urgently Needed Care; Worldwide	$0

DIAGNOSTIC PROCEDURES*	This is what you pay for network & out-of-network providers.
Diagnostic Radiology CT scans	$0
Diagnostic Radiology Other than CT scans	$0
Lab Services	$0
Diagnostic testing & procedures	$0
Outpatient X-rays	$0
HEARING SERVICES	**This is what you pay for network & out-of-network providers.**
Routine Hearing Screening We cover one exam every twelve months	$0
Medicare Covered Hearing Examination	$0
Hearing Aid Reimbursement	$1,000 once every 36 months
DENTAL SERVICES	**This is what you pay for network & out-of-network providers.**
Medicare Covered Dental* Non-routine care covered by Medicare.	$0
VISION SERVICES	**This is what you pay for network & out-of-network providers.**
Routine Eye Exams One annual exam every 12 months.	$0
Diabetic Eye Exams	$0
Medicare Covered Eye Exam	$0
Vision Eyewear Reimbursement Applies to in or out of network	$100 once every 12 months

MENTAL HEALTH SERVICES*	This is what you pay for network & out-of-network providers.
Inpatient Mental Health Care	$0 per stay
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
Outpatient Mental Health Care	$0
Individual visit	
Partial Hospitalization	$0
Intensive Outpatient Services	$0
Inpatient Substance Abuse	$0 per stay
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
Outpatient Substance Abuse	$0
Individual visit	

SKILLED NURSING SERVICES*	This is what you pay for network & out-of-network providers.
Skilled Nursing Facility (SNF) Care	$0 per day, days 1-100
Limited to 100 days per Medicare Benefit Period.	
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
A benefit period begins the day you go into a hospital or skilled nursing facility. The benefit period ends when you haven't received any inpatient hospital care (or skilled care in a SNF) for 60 days in a row. If you go into a hospital or a skilled nursing facility after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods.	

PHYSICAL THERAPY SERVICES*	This is what you pay for network & out-of-network providers.
Outpatient Rehabilitation Services	$0
(Speech, physical, and occupational therapy)	

AMBULANCE SERVICES	This is what you pay for network & out-of-network providers.
Ambulance Services	$0
Prior authorization rules may apply for non-emergency transportation services received in-network. Your network provider is responsible for requesting prior authorization. Our plan recommends pre-authorization of non-emergency transportation services when provided by an out-of-network provider.	

TRANSPORTATION SERVICES	This is what you pay for network & out-of-network providers.
Transportation (non-emergency)	24 one-way trips with 60 miles allowed per trip
MEDICARE PART B PRESCRIPTION DRUGS*	**This is what you pay for network & out-of-network providers.**
Medicare Part B Prescription Drugs	$0
Medicare Part B Prescription Drugs - Insulin	$0
MEDICARE PART D PRESCRIPTION DRUGS	**This is what you pay for network & out-of-network providers.**

Part D drugs are covered. See PHARMACY - PRESCRIPTION DRUG BENEFITS section below for your plan benefits at each part D stage, including cost share and other important pharmacy benefit information.

ADDITIONAL PROGRAMS AND SERVICES	This is what you pay for network & out-of-network providers.
Allergy Shots	$0
Allergy Testing	$0
Blood	$0
All components of blood are covered beginning with the first pint.	
Cardiac Rehabilitation Services	$0
Intensive Cardiac Rehabilitation Services	$0
Chiropractic Services*	$0
Medicare covered benefits only.	
Diabetic Supplies*	$0
Includes supplies to monitor your blood glucose from LifeScan.	
Durable Medical Equipment/ Prosthetic Devices*	$0
Home Health Agency Care*	$0
Hospice Care	Covered by Original Medicare at a Medicare certified hospice.
Medical Supplies*	Your cost share is based upon the provider of services
Medicare Covered Acupuncture	$0
Outpatient Dialysis Treatments*	$0
Podiatry Services	$0
Medicare covered benefits only.	
Pulmonary Rehabilitation Services	$0
Supervised Exercise Therapy (SET) for PAD Services	$0
Radiation Therapy*	$0
ADDITIONAL PROGRAMS (NOT COVERED BY ORIGINAL MEDICARE)	**This is what you pay for network & out-of-network providers.**
Fitness Benefit	SilverSneakers®
Meals	$0
Covered up to 14 meals following an inpatient stay.	
Resources For Living®	Covered

For help locating resources for every day needs.

Smoking and Tobacco Use Cessation Supplies	$0
Frequency	unlimited visits every year
Teladoc™	$0
Telemedicine services with a Teladoc™ provider. State mandates may apply.	
Telehealth	Covered
Telemedicine Services. Member cost share will apply based on services rendered.	
Telehealth PCP	$0
Telehealth Specialist	$0
Telehealth Occupational Therapy Services	$0
Telehealth PT and SP Services	$0
Telehealth Other Health care Providers	$0
Telehealth Individual Mental Health	$0
Telehealth Group Mental Health	$0
Telehealth Individual Psychiatric Services	$0
Telehealth Group Psychiatric Services	$0
Telehealth Individual Substance Abuse Services	$0
Telehealth Group Substance Abuse Services	$0
Telehealth Kidney Disease Education Services	$0
Telehealth Diabetes Self-Management Training	$0
Telehealth Opioid Treatment Program Services	$0
Telehealth Urgent care	$0
Wigs*	$0
Maximum	$400
Frequency	every year

ADDITIONAL SERVICES (NOT COVERED BY ORIGINAL MEDICARE)	This is what you pay for network & out-of-network providers.
Acupuncture twenty visits every year. in lieu of anesthesia and for treatment of chronic pain.	$0
Enhanced Chiropractic Services Visits: twenty eight visits every year	$0
Compression Stockings	$0
Maximum	unlimited singles/pairs
Frequency	every year
Foot Orthotics	$0
Routine Physical Exams One exam per calendar year	$0

Benefits that may require a prior authorization are listed with an asterisk (*) in the benefits grid.

See next page for Pharmacy-Prescription Drug Benefits.

PHARMACY - PRESCRIPTION DRUG BENEFITS

Pharmacy Network P1

Your Medicare Part D plan uses the network above. To find a network pharmacy, you can visit our website (http://www.aetnaretireeplans.com.)

Formulary (Drug List) Comprehensive Plus

Calendar-Year Deductible for Prescription Drugs $0

Prescription drug calendar year deductible must be satisfied before any Medicare Prescription Drug benefits are paid. Covered Medicare Prescription Drug expenses will accumulate toward the pharmacy deductible. The deductible does not apply to covered insulins and most Part D vaccines.

Initial Coverage Phase - The table below represents cost sharing after the deductible, if applicable, has been reached.

5 Tier Plan	30-day Supply through Retail		90-day Supply through Retail or Mail		
	Preferred	**Standard**	**Preferred Retail**	**Preferred Mail**	**Standard Retail or Mail**
Tier 1 - Preferred Generic Generic Drugs	$0	$0	$0	$0	$0
Tier 2 - Generic Generic Drugs	$9	$10	$18	$18	$20
Tier 3 - Preferred Brand Preferred Brand Drugs	$35	$35	$70	$70	$70
Tier 4 - Non-Preferred Brand Non-Preferred Brand Drugs	$50	$50	$100	$100	$100
Tier 5 - Specialty Includes high-cost/unique generic and brand drugs	$50	$50	Limited to one-month supply	Limited to one-month supply	Limited to one-month supply

If you reside in a long-term care facility, your cost share is the same as a 30 day supply at a retail pharmacy and you may receive up to a 31 day supply.

You won't pay more than $35 for a one-month supply or $105 for up to a three-month supply of each covered insulin product regardless of the cost-sharing tier.

Catastrophic Coverage:	You pay $0 for covered Part D prescription drugs.

Catastrophic Coverage benefits start once the CMS-determined annual out-of-pocket threshold of $2,100 for covered Part D prescription drugs is reached.

Maximum Out-of-Pocket	$400

This is a supplemental benefit that reduces cost sharing for all covered prescription drugs to $0 once the total you pay out of pocket reaches the amount listed above.

Requirements:	
Precertification	Applies
Step-Therapy	Applies

Non-Part D Supplemental Benefit

- Agents used for cosmetic purposes or hair growth
- Agents used to promote fertility
- Agents when used for the symptomatic relief of cough and colds
- Agents when used for the treatment of sexual or erectile dysfunction (ED)
- Agents when used for weight loss
- Miscellaneous agents
- Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations

For more information about Aetna plans, go to **AetnaRetireePlans.com** or call Member Services toll-free at 1-888-267-2637 (TTY: 711). Hours are 8 a.m. to 9 p.m. EST, Monday through Friday.

Medical Disclaimers

The provider network may change at any time. You will receive notice when necessary.

Participating physicians, hospitals and other health care providers are independent contractors and are neither agents nor employees of Aetna. The availability of any particular provider cannot be guaranteed, and provider network composition is subject to change.

In case of emergency, you should call 911 or the local emergency hotline. Or you should go directly to an emergency care facility.

The complete list of services can be found in the Evidence of Coverage (EOC). You can request a copy of the EOC by contacting Member Services at 1-888-267-2637 (TTY: 711). Hours are 8 a.m. to 9 p.m. EST, Monday through Friday.

The following is a partial list of what isn't covered or limits to coverage under this plan:

- Services that are not medically necessary unless the service is covered by Original Medicare or otherwise noted in your Evidence of Coverage
- Plastic or cosmetic surgery unless it is covered by Original Medicare
- Custodial care
- Experimental procedures or treatments that Original Medicare doesn't cover
- Outpatient prescription drugs unless covered under Original Medicare Part B

You may pay more for out-of-network services. Prior approval from Aetna is required for some network services. For services from a non-network provider, prior approval from Aetna is recommended. Providers must be licensed and eligible to receive payment under the federal Medicare program and willing to accept the plan.

Out-of-network/non-contracted providers are under no obligation to treat Aetna members, except in emergency situations. Please call our Customer Service number or see your Evidence of Coverage for more information, including the cost-sharing that applies to out-of-network services.

Aetna will pay any non contracted provider (that is eligible for Medicare payment and is willing to

accept the Aetna Medicare Plan) the same as they would receive under Original Medicare for Medicare covered services under the plan.

Pharmacy Disclaimers

Aetna's retiree pharmacy coverage is an enhanced Part D Employer Group Waiver Plan that is offered as a single integrated product. The enhanced Part D plan consists of two components: basic Medicare Part D benefits and supplemental benefits. Basic Medicare Part D benefits are offered by Aetna based on our contract with CMS. We receive monthly payments from CMS to pay for basic Part D benefits. Supplemental benefits are non-Medicare benefits that provide enhanced coverage beyond basic Part D. Supplemental benefits are paid for by plan sponsors or members and may include benefits for non-Part D drugs. Aetna reports claim information to CMS according to the source of applicable payment (Medicare Part D, plan sponsor or member).

The formulary and/or pharmacy network may change at any time. You will receive notice when necessary.

You must use network pharmacies to receive plan benefits except in limited, non-routine circumstances as defined in the EOC. In these situations, you are limited to a 30 day supply.

Pharmacy clinical programs such as precertification, step therapy and quantity limits may apply to your prescription drug coverage.

Members who get "extra help" don't need to fill prescriptions at preferred network pharmacies to get Low Income Subsidy (LIS) copays.

Specialty pharmacies fill high-cost specialty drugs that require special handling. Although specialty pharmacies may deliver covered medicines through the mail, they are not considered "mail-order pharmacies." Therefore, most specialty drugs are not available at the mail-order cost share.

The typical number of business days after the mail order pharmacy receives an order to receive your shipment is up to 10 days. Enrollees have the option to sign up for automated mail order delivery. If your mail order drugs do not arrive within the estimated time frame, please contact us toll-free at 1-866-241-0357, 24 hours a day, 7 days a week. TTY users call 711.

There are three general rules about drugs that Medicare drug plans will not cover under Part D. This plan cannot:

- Cover a drug that would be covered under Medicare Part A or Part B.
- Cover a drug purchased outside the United States and its territories.

- Generally cover drugs prescribed for “off label” use, (any use of the drug other than indicated on a drug's label as approved by the Food and Drug Administration) unless supported by criteria included in certain reference books like the American Hospital Formulary Service Drug Information, the DRUGDEX Information System and the USPDI or its successor.

Additionally, by law, the following categories of drugs are not normally covered by a Medicare prescription drug plan unless we offer enhanced drug coverage for which additional premium may be charged. These drugs are not considered Part D drugs and may be referred to as “exclusions” or “non-Part D drugs”. These drugs include:

- Drugs used for the treatment of weight loss, weight gain or anorexia
- Drugs used for cosmetic purposes or to promote hair growth
- Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations
- Outpatient drugs that the manufacturer seeks to require that associated tests or monitoring services be purchased exclusively from the manufacturer as a condition of sale
- Drugs used to promote fertility
- Drugs used to relieve the symptoms of cough and colds
- Non-prescription drugs, also called over-the-counter (OTC) drugs
- Drugs when used for the treatment of sexual or erectile dysfunction

Your plan includes supplemental coverage for some drugs not typically covered by a Medicare Part D plan. Refer to the "Non-Part D Supplemental Benefit" section in the chart above. Non-Part D drugs covered under the enhanced drug benefit can be purchased at the appropriate plan copay. Copayments and other costs for these prescription drugs will not apply toward the deductible, initial coverage limit or true out-of-pocket threshold. Some drugs may require prior authorization before they are covered under the plan.

Plan Disclaimers

Aetna Medicare is a HMO and PPO plan with a Medicare contract. Enrollment in our plans depends on contract renewal.

Participating physicians, hospitals and other health care providers are independent contractors and are neither agents nor employees of Aetna. The availability of any particular provider cannot be guaranteed, and provider network composition is subject to change. Plans are offered by Aetna Health Inc., Aetna Health of California Inc., and/or Aetna Life Insurance Company (Aetna).

You must be entitled to Medicare Part A and continue to pay your Part B premium and Part A, if

applicable.

See Evidence of Coverage for a complete description of plan benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by service area.

If there is a difference between this document and the Evidence of Coverage (EOC), the EOC is considered correct.

You can read the *Medicare & You 2026* Handbook. Every year in the fall, this booklet is mailed to people with Medicare. It has a summary of Medicare benefits, rights and protections, and answers to the most frequently asked questions about Medicare. If you don't have a copy of this booklet, you can get it at the Medicare website (http://www.medicare.gov) or by calling 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

ATTENTION: If you speak another language, language assistance services, free of charge, are available to you. Call 1-888-267-2637 (TTY: 711). Spanish: ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-267-2637 (TTY: 711). Traditional Chinese: 注意：如果您使用中文，您可以免費獲得語言援助服務。請致電 1-888-267-2637 (TTY: 711).

You can also visit our website at http://www.aetnaretireeplans.com. As a reminder, our website has the most up-to-date information about our provider network (Provider Directory) and our list of covered drugs (Formulary/Drug List).

*****This is the end of this plan benefit summary*****

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Approved By:

Date:

Benefits and Premiums are effective January 1, 2026 through December 31, 2026

SUMMARY OF BENEFITS
PROVIDED BY AETNA LIFE INSURANCE COMPANY

Primary Care Physician (PCP): You have the option to choose a PCP. When we know who your provider is, we can better support your care.

Referrals: Your plan doesn't require a referral from a PCP to see a specialist. Keep in mind, some providers may require a recommendation or treatment plan from your doctor in order to see you.

Prior Authorizations: Your doctor will work with us to get approval before you receive certain services or drugs. Benefits that may require a prior authorization are listed with an asterisk (*) in the benefits grid.

PLAN FEATURES	Network & out-of-network providers.
Monthly Premium	Please contact your former employer/union/trust for more information on your plan premium.
Plan Follows the Federal Medicare Part B Deductible Plan deductible is equal to the Federal Medicare Part B deductible	No
Annual Deductible	$0
This is the amount you have to pay out of pocket before the plan will pay its share for your covered Medicare Part B services.	
Annual Maximum Out-of-Pocket Amount	
Annual maximum out-of-pocket limit amount includes any deductible, copayment or coinsurance that you pay.	$0
It will apply to all medical expenses except Hearing Aid Reimbursement , Vision Reimbursement and Medicare prescription drug coverage that may be available on your plan.	

HOSPITAL CARE*	This is what you pay for network & out-of-network providers.
Inpatient Hospital Care	$0 per stay
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
Observation Stay	Your cost share for Observation Care is based upon the services you receive
Frequency:	per stay
Outpatient Services & Surgery	$0
Ambulatory Surgery Center	$0
PHYSICIAN SERVICES	**This is what you pay for network & out-of-network providers.**
Primary Care Physician Visits	$0
Includes services of an internist, general physician, family practitioner for routine care as well as diagnosis and treatment of an illness or injury and in-office surgery.	
Physician Specialist Visits	$0
PREVENTIVE CARE	**This is what you pay for network & out-of-network providers.**
Medicare-covered Preventive Services	$0

• Abdominal aortic aneurysm screenings
• Alcohol misuse screenings and counseling
• Annual Well Visit - One exam every 12 months.
• Bone mass measurements
• Breast exams
• Breast cancer screening: mammogram - one baseline mammogram for members age 35-39; and one annual mammogram for members age 40 & over.
• Cardiovascular behavior therapy
• Cardiovascular disease screenings
• Cervical and vaginal cancer screenings (Pap) - one routine GYN visit and pap smear every 24 months.
• Colorectal cancer screenings (colonoscopy, fecal occult blood test, flexible sigmoidoscopy)
• Depression screenings
• Diabetes screenings
• HBV infection screening

• Hepatitis C screening tests • HIV screenings • Lung cancer screenings and counseling • Medicare Diabetes Prevention Program - 12 months of core session for program eligible members with an indication of pre-diabetes. • Nutrition therapy services • Obesity behavior therapy • Pelvic Exams and pap test (screening) - one routine GYN visit and pap smear every 24 months. • Prolonged Preventive Services - prolonged preventive service(s) (beyond the typical service time of the primary procedure), in the office or other outpatient setting requiring direct patient contact beyond the usual service • Prostate cancer screenings (PSA) - for all male patients aged 50 and older (coverage begins the day after 50th birthday) • Sexually transmitted infections screenings and counseling • Tobacco use cessation counseling • Welcome to Medicare preventive visit	
Immunizations • Flu • Hepatitis B • Pneumococcal	$0
Additional Medicare Preventive Services • Diabetes self-management training (DSMT) • Digital rectal exam (DRE) • EKG following welcome exam • Glaucoma screening	$0
EMERGENCY AND URGENT MEDICAL CARE	**This is what you pay for network & out-of-network providers.**
Emergency Care; Worldwide (waived if admitted)	$0
Urgently Needed Care; Worldwide	$0

DIAGNOSTIC PROCEDURES*	This is what you pay for network & out-of-network providers.
Diagnostic Radiology CT scans	$0
Diagnostic Radiology Other than CT scans	$0
Lab Services	$0
Diagnostic testing & procedures	$0
Outpatient X-rays	$0
HEARING SERVICES	**This is what you pay for network & out-of-network providers.**
Routine Hearing Screening We cover one exam every twelve months	$0
Medicare Covered Hearing Examination	$0
Hearing Aid Reimbursement	$1,000 once every 36 months
DENTAL SERVICES	**This is what you pay for network & out-of-network providers.**
Medicare Covered Dental* Non-routine care covered by Medicare.	$0
VISION SERVICES	**This is what you pay for network & out-of-network providers.**
Routine Eye Exams One annual exam every 12 months.	$0
Diabetic Eye Exams	$0
Medicare Covered Eye Exam	$0
Vision Eyewear Reimbursement Applies to in or out of network	$100 once every 12 months

MENTAL HEALTH SERVICES*	This is what you pay for network & out-of-network providers.
Inpatient Mental Health Care	$0 per stay
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
Outpatient Mental Health Care	$0
Individual visit	
Partial Hospitalization	$0
Intensive Outpatient Services	$0
Inpatient Substance Abuse	$0 per stay
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
Outpatient Substance Abuse	$0
Individual visit	

SKILLED NURSING SERVICES*	This is what you pay for network & out-of-network providers.
Skilled Nursing Facility (SNF) Care	$0 per day, days 1-100
Limited to 100 days per Medicare Benefit Period.	
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
A benefit period begins the day you go into a hospital or skilled nursing facility. The benefit period ends when you haven't received any inpatient hospital care (or skilled care in a SNF) for 60 days in a row. If you go into a hospital or a skilled nursing facility after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods.	

PHYSICAL THERAPY SERVICES*	This is what you pay for network & out-of-network providers.
Outpatient Rehabilitation Services	$0
(Speech, physical, and occupational therapy)	

AMBULANCE SERVICES	This is what you pay for network & out-of-network providers.
Ambulance Services	$0
Prior authorization rules may apply for non-emergency transportation services received in-network. Your network provider is responsible for requesting prior authorization. Our plan recommends pre-authorization of non-emergency transportation services when provided by an out-of-network provider.	

TRANSPORTATION SERVICES	This is what you pay for network & out-of-network providers.
Transportation (non-emergency)	24 one-way trips with 60 miles allowed per trip
MEDICARE PART B PRESCRIPTION DRUGS*	**This is what you pay for network & out-of-network providers.**
Medicare Part B Prescription Drugs	$0
Medicare Part B Prescription Drugs - Insulin	$0
MEDICARE PART D PRESCRIPTION DRUGS	**This is what you pay for network & out-of-network providers.**

Part D drugs are covered. See PHARMACY - PRESCRIPTION DRUG BENEFITS section below for your plan benefits at each part D stage, including cost share and other important pharmacy benefit information.

ADDITIONAL PROGRAMS AND SERVICES	This is what you pay for network & out-of-network providers.
Allergy Shots	$0
Allergy Testing	$0
Blood	$0
All components of blood are covered beginning with the first pint.	
Cardiac Rehabilitation Services	$0
Intensive Cardiac Rehabilitation Services	$0
Chiropractic Services*	$0
Medicare covered benefits only.	
Diabetic Supplies*	$0
Includes supplies to monitor your blood glucose from LifeScan.	
Durable Medical Equipment/ Prosthetic Devices*	$0
Home Health Agency Care*	$0
Hospice Care	Your hospice services at a Medicare-certified hospice facility are paid for by Aetna at 100%
Medical Supplies*	Your cost share is based upon the provider of services
Medicare Covered Acupuncture	$0
Outpatient Dialysis Treatments*	$0
Podiatry Services	$0
Medicare covered benefits only.	
Pulmonary Rehabilitation Services	$0
Supervised Exercise Therapy (SET) for PAD Services	$0
Radiation Therapy*	$0
ADDITIONAL PROGRAMS (NOT COVERED BY ORIGINAL MEDICARE)	**This is what you pay for network & out-of-network providers.**
Fitness Benefit	SilverSneakers®
Meals	$0
Covered up to 14 meals following an inpatient stay.	
Resources For Living®	Covered

For help locating resources for every day needs.

Smoking and Tobacco Use Cessation Supplies	$0
Frequency	unlimited visits every year
Teladoc™	$0
Telemedicine services with a Teladoc™ provider. State mandates may apply.	
Telehealth	Covered
Telemedicine Services. Member cost share will apply based on services rendered.	
Telehealth PCP	$0
Telehealth Specialist	$0
Telehealth Occupational Therapy Services	$0
Telehealth PT and SP Services	$0
Telehealth Other Health care Providers	$0
Telehealth Individual Mental Health	$0
Telehealth Group Mental Health	$0
Telehealth Individual Psychiatric Services	$0
Telehealth Group Psychiatric Services	$0
Telehealth Individual Substance Abuse Services	$0
Telehealth Group Substance Abuse Services	$0
Telehealth Kidney Disease Education Services	$0
Telehealth Diabetes Self-Management Training	$0
Telehealth Opioid Treatment Program Services	$0
Telehealth Urgent care	$0
Wigs*	$0
Maximum	$400
Frequency	every year

ADDITIONAL SERVICES (NOT COVERED BY ORIGINAL MEDICARE)	This is what you pay for network & out-of-network providers.
Acupuncture twenty visits every year. in lieu of anesthesia and for treatment of chronic pain.	$0
Enhanced Chiropractic Services Visits: twenty eight visits every year	$0
Compression Stockings	$0
Maximum	unlimited singles/pairs
Frequency	every year
Foot Orthotics	$0
Routine Physical Exams One exam per calendar year	$0

Benefits that may require a prior authorization are listed with an asterisk (*) in the benefits grid.

See next page for Pharmacy-Prescription Drug Benefits.

PHARMACY - PRESCRIPTION DRUG BENEFITS

Pharmacy Network P1

Your Medicare Part D plan uses the network above. To find a network pharmacy, you can visit our website (http://www.aetnaretireeplans.com.)

Formulary (Drug List) Comprehensive Plus

Calendar-Year Deductible for Prescription Drugs $0

Prescription drug calendar year deductible must be satisfied before any Medicare Prescription Drug benefits are paid. Covered Medicare Prescription Drug expenses will accumulate toward the pharmacy deductible. The deductible does not apply to covered insulins and most Part D vaccines.

Initial Coverage Phase - The table below represents cost sharing after the deductible, if applicable, has been reached.

5 Tier Plan	30-day Supply through Retail		90-day Supply through Retail or Mail		
	Preferred	**Standard**	**Preferred Retail**	**Preferred Mail**	**Standard Retail or Mail**
Tier 1 - Preferred Generic Generic Drugs	$0	$0	$0	$0	$0
Tier 2 - Generic Generic Drugs	$9	$10	$18	$18	$20
Tier 3 - Preferred Brand Preferred Brand Drugs	$35	$35	$70	$70	$70
Tier 4 - Non-Preferred Brand Non-Preferred Brand Drugs	$50	$50	$100	$100	$100
Tier 5 - Specialty Includes high-cost/unique generic and brand drugs	$50	$50	Limited to one-month supply	Limited to one-month supply	Limited to one-month supply

If you reside in a long-term care facility, your cost share is the same as a 30 day supply at a retail pharmacy and you may receive up to a 31 day supply.

You won't pay more than $35 for a one-month supply or $105 for up to a three-month supply of each covered insulin product regardless of the cost-sharing tier.

Catastrophic Coverage:	You pay $0 for covered Part D prescription drugs.

Catastrophic Coverage benefits start once the CMS-determined annual out-of-pocket threshold of $2,100 for covered Part D prescription drugs is reached.

Maximum Out-of-Pocket	$400

This is a supplemental benefit that reduces cost sharing for all covered prescription drugs to $0 once the total you pay out of pocket reaches the amount listed above.

Requirements:	
Precertification	Applies
Step-Therapy	Applies

Non-Part D Supplemental Benefit

- Agents used for cosmetic purposes or hair growth
- Agents used to promote fertility
- Agents when used for the symptomatic relief of cough and colds
- Agents when used for the treatment of sexual or erectile dysfunction (ED)
- Agents when used for weight loss
- Miscellaneous agents
- Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations

For more information about Aetna plans, go to **AetnaRetireePlans.com** or call Member Services toll-free at 1-888-267-2637 (TTY: 711). Hours are 8 a.m. to 9 p.m. EST, Monday through Friday.

Medical Disclaimers

The provider network may change at any time. You will receive notice when necessary.

Participating physicians, hospitals and other health care providers are independent contractors and are neither agents nor employees of Aetna. The availability of any particular provider cannot be guaranteed, and provider network composition is subject to change.

In case of emergency, you should call 911 or the local emergency hotline. Or you should go directly to an emergency care facility.

The complete list of services can be found in the Evidence of Coverage (EOC). You can request a copy of the EOC by contacting Member Services at 1-888-267-2637 (TTY: 711). Hours are 8 a.m. to 9 p.m. EST, Monday through Friday.

The following is a partial list of what isn't covered or limits to coverage under this plan:

- Services that are not medically necessary unless the service is covered by Original Medicare or otherwise noted in your Evidence of Coverage
- Plastic or cosmetic surgery unless it is covered by Original Medicare
- Custodial care
- Experimental procedures or treatments that Original Medicare doesn't cover
- Outpatient prescription drugs unless covered under Original Medicare Part B

You may pay more for out-of-network services. Prior approval from Aetna is required for some network services. For services from a non-network provider, prior approval from Aetna is recommended. Providers must be licensed and eligible to receive payment under the federal Medicare program and willing to accept the plan.

Out-of-network/non-contracted providers are under no obligation to treat Aetna members, except in emergency situations. Please call our Customer Service number or see your Evidence of Coverage for more information, including the cost-sharing that applies to out-of-network services.

Aetna will pay any non contracted provider (that is eligible for Medicare payment and is willing to

accept the Aetna Medicare Plan) the same as they would receive under Original Medicare for Medicare covered services under the plan.

Pharmacy Disclaimers

Aetna's retiree pharmacy coverage is an enhanced Part D Employer Group Waiver Plan that is offered as a single integrated product. The enhanced Part D plan consists of two components: basic Medicare Part D benefits and supplemental benefits. Basic Medicare Part D benefits are offered by Aetna based on our contract with CMS. We receive monthly payments from CMS to pay for basic Part D benefits. Supplemental benefits are non-Medicare benefits that provide enhanced coverage beyond basic Part D. Supplemental benefits are paid for by plan sponsors or members and may include benefits for non-Part D drugs. Aetna reports claim information to CMS according to the source of applicable payment (Medicare Part D, plan sponsor or member).

The formulary and/or pharmacy network may change at any time. You will receive notice when necessary.

You must use network pharmacies to receive plan benefits except in limited, non-routine circumstances as defined in the EOC. In these situations, you are limited to a 30 day supply.

Pharmacy clinical programs such as precertification, step therapy and quantity limits may apply to your prescription drug coverage.

Members who get "extra help" don't need to fill prescriptions at preferred network pharmacies to get Low Income Subsidy (LIS) copays.

Specialty pharmacies fill high-cost specialty drugs that require special handling. Although specialty pharmacies may deliver covered medicines through the mail, they are not considered "mail-order pharmacies." Therefore, most specialty drugs are not available at the mail-order cost share.

The typical number of business days after the mail order pharmacy receives an order to receive your shipment is up to 10 days. Enrollees have the option to sign up for automated mail order delivery. If your mail order drugs do not arrive within the estimated time frame, please contact us toll-free at 1-866-241-0357, 24 hours a day, 7 days a week. TTY users call 711.

There are three general rules about drugs that Medicare drug plans will not cover under Part D. This plan cannot:

- Cover a drug that would be covered under Medicare Part A or Part B.
- Cover a drug purchased outside the United States and its territories.

- Generally cover drugs prescribed for “off label” use, (any use of the drug other than indicated on a drug's label as approved by the Food and Drug Administration) unless supported by criteria included in certain reference books like the American Hospital Formulary Service Drug Information, the DRUGDEX Information System and the USPDI or its successor.

Additionally, by law, the following categories of drugs are not normally covered by a Medicare prescription drug plan unless we offer enhanced drug coverage for which additional premium may be charged. These drugs are not considered Part D drugs and may be referred to as “exclusions” or “non-Part D drugs”. These drugs include:

- Drugs used for the treatment of weight loss, weight gain or anorexia
- Drugs used for cosmetic purposes or to promote hair growth
- Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations
- Outpatient drugs that the manufacturer seeks to require that associated tests or monitoring services be purchased exclusively from the manufacturer as a condition of sale
- Drugs used to promote fertility
- Drugs used to relieve the symptoms of cough and colds
- Non-prescription drugs, also called over-the-counter (OTC) drugs
- Drugs when used for the treatment of sexual or erectile dysfunction

Your plan includes supplemental coverage for some drugs not typically covered by a Medicare Part D plan. Refer to the "Non-Part D Supplemental Benefit" section in the chart above. Non-Part D drugs covered under the enhanced drug benefit can be purchased at the appropriate plan copay. Copayments and other costs for these prescription drugs will not apply toward the deductible, initial coverage limit or true out-of-pocket threshold. Some drugs may require prior authorization before they are covered under the plan.

Plan Disclaimers

Aetna Medicare is a HMO and PPO plan with a Medicare contract. Enrollment in our plans depends on contract renewal.

Participating physicians, hospitals and other health care providers are independent contractors and are neither agents nor employees of Aetna. The availability of any particular provider cannot be guaranteed, and provider network composition is subject to change. Plans are offered by Aetna Health Inc., Aetna Health of California Inc., and/or Aetna Life Insurance Company (Aetna).

You must be entitled to Medicare Part A and continue to pay your Part B premium and Part A, if

applicable.

See Evidence of Coverage for a complete description of plan benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by service area.

If there is a difference between this document and the Evidence of Coverage (EOC), the EOC is considered correct.

You can read the *Medicare & You 2026* Handbook. Every year in the fall, this booklet is mailed to people with Medicare. It has a summary of Medicare benefits, rights and protections, and answers to the most frequently asked questions about Medicare. If you don't have a copy of this booklet, you can get it at the Medicare website (http://www.medicare.gov) or by calling 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

ATTENTION: If you speak another language, language assistance services, free of charge, are available to you. Call 1-888-267-2637 (TTY: 711). Spanish: ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-267-2637 (TTY: 711). Traditional Chinese: 注意：如果您使用中文，您可以免費獲得語言援助服務。請致電 1-888-267-2637 (TTY: 711).

You can also visit our website at http://www.aetnaretireeplans.com. As a reminder, our website has the most up-to-date information about our provider network (Provider Directory) and our list of covered drugs (Formulary/Drug List).

*****This is the end of this plan benefit summary*****

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Y0001_GRP_1099_3732a_2021_M

Approved By:

Date:

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

Fresno Unified School District
PURCHASING

Contract Routing Form

Re: Completed Amendment to Contract Attached

Contract Number: 221797

Federal Funding Will Not Be Used

Aetna Life Insurance Company	***151 Farmington Ave., Hartford, Ct 06156***
Vendor Name	***Address***
858-784-7584	**Richard Frommeyer**
Phone Number	***Vendor Contact***
Term (Duration) From: 1/1/2025	**Through: 12/31/2025**
FUSD Contract Administrator: Steven.Shubin@fresnounified.org	**Benefits & Risk Management**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **670 0880 0841 6000 0000 5856**

Original Contract: $19,000,000.00
Amended Contract: $19,000,000.00

Estimated

Scope of Work Summary: *This* An *Amendment With Aetna Medicare Advantage Plan For Retirees And Dependents, The Plan Covers Retirees Who Are Enrolled And Can Access Coverage Through Aetna'S Medicare Advantage Program.*

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:** Steven Shubin

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

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

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

Routing:BOE Board Date(if applicable): 12/11/2024

Independent Contractor Services Agreement

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

GENERAL INFORMATION Contract Number: *221797* Funding: *Federal Funding Will Not Be Used*

School/Department Budget:	**670 0880 0841 6000 0000 5856**
Contractor's Vendor Name:	***Aetna Life Insurance Company***
Contractor's Contact Person:	**Richard Frommeyer**
Contractor's Title:	***Vice President***
Contractor's Telephone Number:	**858-784-7584**
Contractor's E-mail:	***Sharlene.Langhoff@Marshmma.Com***
Contractor's Address:	***151 Farmington Ave., Hartford, Ct 06156***
Original Contract Amount:	**$19,000,000.00** Original Contract Board Approval: **17000000**
This Amendment Contract Amount:	**$19,000,000.00**

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

This Independent Contractor Services Agreement is made and entered into effective 1/1/2025 (the "Effective Date") by Fresno Unified School District ("District") and ***Aetna Life Insurance Company*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

This an amendment with Aetna Medicare Advantage Plan for retirees and dependents for the 2025 calendar year. The plan covers retirees who are enrolled and can access coverage through Aetna's Medicare Advantage Program. An estimated annual cost of $19 million.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

Patrick Jensen (Dec 12, 2024 09:53 PST)

Patrick Jensen, Chief Financial Officer

12/12/24

Date

CONTRACTOR

Aetna Life Insurance Company

Signature Here

Name:*Richard Frommeyer , *Title: Vice President

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

11/12/2024

Date

Amendment No. 1
To
Medicare Group Agreement

This Amendment No. 1 to the Medicare Group Agreement is entered into effective January 1, 2025 (the "Amendment") by and between Fresno Unified School District ("Contract Holder"), and Aetna entity or entities ("Aetna"). Party shall be used to reference a single Party, either Aetna or Contract Holder and together both shall be collectively referenced as "Parties".

WHEREAS, Contract Holder and Aetna are parties to a Medicare Group Agreement that was effective on July 1, 2023 ("Group Agreement"); and

WHEREAS, Contract Holder and Aetna desire to amend the Group Agreement as set forth in this Amendment 1;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Amendment, and of other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, Contract Holder and Aetna hereby agree as follows:

1. All sections and paragraphs of the Group Agreement not hereby amended shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Group Agreement. In the case of a conflict, the terms of this Amendment 1 will control and prevail over those contained in the Group Agreement.

2. By mutual agreement, the Group Agreement, is hereby renewed effective January 1, 2025 through December 31, 2025.

3. The most recent rate exhibits, plan designs and financial conditions issued by Aetna to Contract Holder in connection with the renewal of the Group Agreement ("Financial Documents") are attached hereto and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed below.

FRESNO UNIFIED SCHOOL DISTRICT

By: Patrick Jensen (Dec 12, 2024 09:53 PST)

Printed Name: Patrick Jensen

Title: Chief Financial Officer

Date: 12/4/24

AETNA LIFE INSURANCE COMPANY

By: Richard A. Frommeyer

Printed Name: Richard A. Frommeyer

Title: Vice President

Date: September 4, 2024

Fresno Unified School District **January 1, 2025 through December 31, 2025**

Effective Date
The rates and benefit plan designs provided in this renewal are effective January 1, 2025 through December 31, 2025.

Definitions
For the purpose of this document: (1) "MA" means a group Medicare Advantage MA HMO and/or PPO plan without Medicare prescription drug coverage; (2) "MAPD" means a group MA HMO and/or PPO plan with Medicare prescription drug coverage; (3) "PDP" means a group standalone Medicare prescription drug plan; and (4) "ESA" means an MA PPO plan that uses a CMS-established waiver of service area requirements to offer coverage to eligible retirees/dependents who reside in an extended service area that does not offer a provider network that meets CMS network adequacy requirements.

Automatic renewal of your plan if we don't hear from you by October 1, 2024
If you plan to change or terminate your Aetna Group Medicare Plan you need to notify us in writing as soon as possible. We must hear from you by October 1, 2024. Otherwise, we will assume you consider the information in this renewal to be accurate and you have chosen to renew your Aetna Group Medicare Plan for 2025.

If you do not respond to this renewal, we will automatically renew your plan with the benefits, cost sharing, premium rates and terms and conditions described in this renewal and enclosed materials, and in your agreement with Aetna.

The following conditions allow us to assess the potential financial impact and adjust premium rates, subject to applicable state and federal mandates:

- **Enrollment Assumptions –** We reserve the right to rerate or restructure our rating if: a) the total enrollment varies by more than 10 percent from the enrollment assumption used in the enclosed rating or, b) if any site's enrolled membership expressed as a percent of total enrolled membership varies by more than +/- 10 percent from that assumed when rating the case. Aetna group retiree coverage does not extend to additional employer groups unless we are able to review supplemental census information and other underwriting information for appropriate financial review.

- **Slice offering** - This renewal assumes Aetna group retiree benefits are offered as an option for retirees alongside other Medicare based plans. It also assumes the Aetna MAPD plan will be the default group plan offering for all current and future retirees. If our group retiree benefits are not the default plan offering to all current and future retirees, we reserve the right to revise, modify or terminate this renewal.

- **Legislative, Regulatory or Enforcement action** – Aetna reserves the right to rerate or restructure our rating for any legislative, regulatory or CMS changes or enforcement actions that cause a material change to taxes, fees, and assessments, required benefits, funding levels, or the manner and/or cost of providing Medicare Advantage with Part D Benefits.

- **Plan eligibility for MA and MAPD** -This renewal assumes all members are retired and enrolled in Medicare Part A and Part B. If you have retirees that are not eligible for premium free Part A they must be enrolled in an Aetna Medicare Part B only plan and separate rates will be provided to cover these members. Additionally, you represent that actively working employees and their dependents are not permitted to enroll in your group Medicare Advantage and/or Medicare Advantage with prescription drug plan(s) ("Plan(s)"), and that by offering the Plan(s) you intend to create and maintain a retiree plan that is separate from your active plan.

- **Employer contribution requirements** - This renewal assumes your average employer contribution level is 50% of the group premium for the Medical/Pharmacy plan. If the actual employer contribution differs from this assumed percentage, the medical and/or pharmacy rates and/or the plan offering are subject to revision.

- **Medicare Part D** - Aetna reserves the right to change the Medicare Part D premium, including the Medicare Part D component of the MAPD rate, or restructure the Part D plan design or formulary for the quoted plan year(s) if any changes are made to the laws, rules and/or regulations applicable to the Medicare Part D program.

  The premium developed in this proposal excludes any additional income-related Medicare Part D premium payments required of Medicare-eligible members in order for the member to be eligible for the Part D product.

  Aetna reserves the right to communicate with enrolled members regarding opportunities to reduce out of pocket prescription drug costs.

  On July 29, 2024, CMS announced a voluntary Part D premium stabilization demonstration (demonstration) for standalone Medicare prescription drug plans (PDPs). Aetna notified CMS of its intent to participate in this demonstration. Currently, the demonstration is designed for one year with certain parameters established by CMS and at least two subsequent demonstration years, with parameters to be adjusted by CMS to reflect market conditions and variation in those years. The PDP rates provided for the 2025 plan year reflect Aetna's participation in the demonstration as currently established by CMS. Aetna reserves the right to adjust the PDP rates if CMS terminates, delays or adjusts the demonstration. Aetna also reserves the right to adjust the PDP

rates if CMS does not allow Aetna to participate in the demonstration, or Aetna declines to participate in or withdraws from the demonstration due to CMS adjustments to the demonstration or delays in implementation in the demonstration.

Aetna may be required to submit data to CMS and/or the Department of Health & Human Services (HHS) that assists with evaluation of the impacts of the demonstration on the stabilization of PDP premiums. Therefore, if your members make PDP premium payments to you, please ensure that you continue to maintain data that demonstrates your compliance with CMS' Part D premium subsidization requirements, as you may be required to provide access to such data in the future.

- **Medicare Part D Formulary** - The 2025 supplemental premium rate is limited to prescription drugs covered by our current formulary offering as of the date of this quote. Aetna reserves the right to adjust the 2025 premium if the formulary changes, per CMS review/approval of our 2025 formulary filing.

- **Rate and benefit approval** -This renewal is subject to Centers for Medicare and Medicaid Services ("CMS") annual filing approval for the Medicare Advantage and Medicare prescription drug contracts, applications, and service areas for calendar year 2025. Filed benefits, including cost sharing amounts and premiums, are subject to regulatory approval(s), where applicable, and are effective January 1, 2025 through December 31, 2025.

- **Timely premium payments** - If a premium payment is not paid in full on or before the premium due date, a late payment charge of one and one-half percent of the total amount due per month may be added to the amount due, beginning with the premium due date. We also have the right to assess late premium payment and costs of collection of any unpaid premiums or fees, including reasonable attorney's fees and cost of suit.

- **End stage renal disease** - This section applies to Aetna's group MA, MAPD and PDPs (collectively, "Aetna Group Medicare Plans"). We assume that you don't enroll retirees and their dependents who are Medicare beneficiaries diagnosed with End Stage Renal Disease ("ESRD Beneficiaries") in the Aetna Group Medicare Plans during their 30-month coordination period, unless the ESRD beneficiaries maintain coverage under your commercial group health plan as the primary payer during their 30-month coordination period and the Aetna Group Medicare Plan is the secondary payer.

  We will only offer Aetna Group Medicare Plans to ESRD Beneficiaries in a manner that is consistent and complies with applicable laws, rules, and regulations, including, but not limited to, 42 C.F.R. § 422.50(a)(2) and other Medicare Advantage and Medicare Secondary Payer ("MSP") laws, rules and regulations and Centers for Medicare and

Medicaid Services ("CMS") instructions ("MSP Requirements"). If an ESRD Beneficiary is eligible for or entitled to Medicare based on End Stage Renal Disease, federal law requires your commercial group health plan ("GHP") to be the primary payer for the first thirty months of the ESRD Beneficiary's Medicare eligibility or entitlement ("30-month coordination period"), regardless of the number of employees and regardless of whether the ESRD Beneficiary is a current employee or retiree. Therefore, you must confirm whether ESRD Beneficiaries are in their 30-month coordination period, and not enroll ESRD Beneficiaries in our Aetna Group Medicare Plan during their 30-month coordination period unless coverage under the GHP is maintained for such ESRD Beneficiaries for that period.

Aetna's understanding of the 21st Century Cures Act is that MSP Requirements continue to apply to ESRD Beneficiaries. This means that ESRD Beneficiaries will continue to have the option of enrolling in an Aetna Group Medicare Plan after they complete their 30-month coordination period, as permitted under MSP requirements. If CMS or any other federal agency with jurisdiction later indicates that MSP Requirements relating to ESRD Beneficiaries have changed as a result of the 21st Century Cures Act or any other applicable law, rule or regulation, Aetna reserves the right to revise or restructure the rates in this renewal.

- **Medical deductible and/or OOP (Out of Pocket) Max credits** - This quote excludes medical deductible and/or Out of Pocket max credits from our proposed medical plan.

- **Use of pharmacy data for medical management** - The enclosed medical rates assume that either, a) we are the pharmacy benefit administrator or PDP carrier or, b) we receive weekly pharmacy data feeds in an appropriate format from either you or your designated third party. The medical rates are subject to revision if either of these conditions does not occur.

- **Additional products and services-** We will bill you for the cost of special services that are not included or assumed in the pricing. For example, you'll be subject to additional charges for customized communication materials. Costs will depend on the actual services performed and are determined at the time the service is requested.

Inaccurate or incomplete information – We're relying on information from you and your representatives in establishing the rates and terms of this renewal. If any of this information is inaccurate or incomplete and has a material impact on the cost of the programs, we reserve the right to adjust our rates and terms.

Proprietary and Confidential – This renewal contains trade secrets and commercial and financial information that Aetna deems proprietary and confidential and cannot be further

released to any third party by Fresno Unified School District without Aetna's prior written consent.

Aetna Intellectual Property

Under your Agreement with Aetna for the group Medicare Plans ("Agreement"), you may have access to certain of Aetna's Customer reporting systems. Aetna represents that it has either the ownership rights or the right to use all of the intellectual property used by Aetna in providing services under the Agreement ("Aetna IP"). Aetna will grant you, as the Customer, a nonexclusive, non-assignable, royalty free, limited right to use certain of the Aetna IP for the purposes described in the Agreement. You agree not to modify, create derivative product from, copy, duplicate, decompile, dissemble, reverse-engineer or otherwise attempt to perceive the source code from which any software component of the Aetna IP is compiled or interpreted. Nothing in the Agreement shall be deemed to grant any additional ownership rights in, or any right to assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, the Aetna IP to you.

Conclusion

We present this renewal on the condition that it will be accepted in its entirety. Furthermore, we've assumed that you'll continue to offer all other coverages, products, and services that you purchased previously. If there is a material change in this regard, we reserve the right to review and reprice this renewal. If you're interested in a subset of our renewal, then we will gladly review and reprice, if necessary. Before accepting the rates in this renewal, you must disclose any material deviation, current or expected, from these assumptions.

The most recent version of this document issued by Aetna to you, including any attachments to this document (collectively, "Financial Documents") are part of your agreement with Aetna to offer Medicare Advantage plans and/or standalone Medicare prescription drug plans ("Group Agreement"). In the event of a conflict between the terms of the Financial Documents and your Group Agreement and the documents incorporated into the Group Agreement, the order of priority shall be as described in your Group Agreement. Any riders, amendments, inserts and attachments shall have the same priority as the document to which they are attached.

Fresno Unified School District **January 1, 2025 through December 31, 2025**

Broker commissions – The enclosed rates exclude broker commissions.

We honor 'Agent of Record' or 'Broker of Record' letters when an agent, broker, or consultant sells new business or takes over an Aetna case from another agent, broker, or consultant. Please have an appropriate representative from your organization sign the letter using your organization's letterhead. The change will become effective on the first day of the month after our payment unit receives the 'Agent of Record' or 'Broker of Record' letter unless another future date is designated in the letter.

Fresno Unified School District **January 1, 2025 through December 31, 2025**

The following plan benefit information is being provided to notify Fresno Unified School District of some important information related to Aetna's Medicare Advantage and Part D plans.

Medicare Advantage – Medical Plan Information

CMS Changes

Each year, CMS sets cost sharing threshold amounts on specific MA plan benefits to ensure access to care and prevent discrimination against certain classes of Medicare beneficiaries. CMS has made the following changes to these thresholds for 2025.

Changes to maximum-out-of-pocket (MOOP) limit for some MA PPO plans

CMS provides you with the ability to establish different values for your plan. Plans offering an in-network MOOP in the Lower, Intermediate or Mandatory range must also offer a plan level MOOP in the same range. The chart below helps to define the 2025 thresholds for MA PPO.

Lower MOOP	Intermediate MOOP	Mandatory MOOP
$0 - $4,150 In-network $0 -$6,200 Plan Level (combined)	$4,151 - $6,750 In-network $4,151 - $10,100 Plan Level (combined)	$6,751 - $9,350 In-network $6,751 - $14,000 Plan Level (combined)

To encourage members to receive the most effective health care CMS has adjusted the cost share thresholds for specific service categories. These changes have been implemented with respect to the Aetna standard plan portfolio. It is important that you review each service category in your Summary of Benefits for any year-over-year changes.

Your Aetna account representative can assist you with understanding these year-over-year changes and any additional adjustments you may want to make to your plan.

Network

CMS group enrollment waiver

CMS has established a waiver of network service area requirements ("Waiver") for some employer/union groups. Under this waiver, the employer/union may enroll their retirees in an MA HMO or PPO plan even if they reside in a service area that does not have access to network providers. We refer to these non-network service areas as "Extended Service Areas" (ESA).

In order to be eligible for the Waiver, at least 51 percent of your retirees and dependents must live in a service area that provides adequate access to network providers. Aetna will apply the CMS network requirements when determining if a county or service area meets adequate access requirements.

It is important to know that:

- Members in an ESA plan may not have access to the Aetna network of providers that meets CMS network adequacy requirements.
- Providers that are not contracted with Aetna are not required to accept the Aetna ESA PPO plan except for emergency and urgently needed care.

We will monitor the network adequacy throughout the year to confirm that standards are met. Our network teams will work to strengthen our provider networks to meet CMS network adequacy requirements to help avoid potential disruption to our members.

As of February 2024, 93.77% of your members reside in service areas that meet CMS network adequacy requirements. If the total percentage of members falls below 51 percent by the date of your Aetna MA PPO plan renewal, we cannot offer you our MA PPO ESA plan. However, we will work with you to evaluate other group health plan options that can be offered in these extended service areas to help reduce potential Member disruption.

US Territories

Aetna offers Medicare Advantage PPO plans to retirees throughout the 50 states, Washington, DC, and the US Territories through use of a CMS service area waiver ("MA PPO ESA plans"). Please be advised that coverage under the MA PPO ESA plan in the US Territories is limited to medical coverage. Aetna MA PPO ESA plans do not offer fully insured Medicare prescription drug coverage in the US Territories. Therefore, if one of your MA PPO ESA plan members moves to a US Territory and Medicare prescription drug coverage is offered under that plan, the member will no longer be eligible for the plan. By mutual agreement, Aetna may offer a MA PPO ESA plan with medical coverage only for your members who reside in the US Territories, and we will discuss with you available pharmacy coverage options.

We are making you aware of these rules because of the potential impact to your account structure and eligibility files in this scenario. Please reach out to your Account Management Team for more information.

Fresno Unified School District **January 1, 2025 through December 31, 2025**

Part D Information

Prescription drug coverage

Our retiree pharmacy coverage consists of two components: basic Medicare Part D benefits and supplemental benefits.

- We offer Medicare Part D plan coverage pursuant to our contract with the CMS. We receive monthly payments from CMS for the Part D portion of your coverage.
- We offer supplemental coverage that wraps around the basic Medicare Part D benefits, allowing you to offer enhanced pharmacy benefits. We receive monthly premium payments from you and/or your retirees for the supplemental coverage. Depending on your plan design, supplemental coverage may also include benefits for non-Part D covered drugs.

We will report drug claims information to CMS, based on the source of the applicable coverage payment - Medicare Part D, plan sponsor or member.

Inflation Reduction Act (IRA) – The IRA, enacted in 2022, has significant impacts on the Medicare Part D benefit. Since being enacted, changes have been made annually. Effective January 1, 2023, the legislation required plans to cover most Part D vaccines at $0 cost share and required that members will not pay more than $35 for a one-month supply of each insulin product covered by the plan. Effective January 1, 2024, cost share in the Catastrophic Stage was reduced to $0.

Effective January 1, 2025, the following changes will occur:

- Introduction of a $2,000 annual out-of-pocket threshold (also called True Out-of-Pocket (TrOOP)) for all members. Once this amount is reached, the member moves into the Catastrophic phase and will pay $0 for Part D covered drugs for the remainder of the plan year. (In 2024, TrOOP is $8,000.)
- Elimination of the Coverage Gap phase and the corresponding Coverage Gap Discount Program.
- Introduction of the Manufacturer Discount Program which provides 10% manufacturer discount in the Initial Coverage phase and 20% discount in the Catastrophic phase for applicable drugs*.
- Introduction of the Medicare Prescription Payment Plan (M3P), which allows enrollees to spread Part D drug cost-sharing through a payment plan over the course of the plan year instead of paying at the point of sale. This is a CMS mandated program that must be offered to all members. For members who opt into the program, the plan will be required to cover the member's cost share at point of service.

*CMS defines "applicable drugs" as Part D drugs which have been approved under a new drug application and are covered on the plan formulary or through appeal or exception. It does not include selected drugs during a price applicability period.

CMS changes

The CMS Part D standard benefit parameters will also change significantly for 2025 due to the Inflation Reduction Act (IRA) requirements described above. For details specific to Part D coverage you offer to your retirees, you should refer to the plan design document, included with this renewal. These changes, which are summarized below, will impact all plan designs this year.

	2024	**2025**
Deductible cannot exceed:	$545	$590
Initial Coverage Limit (ICL)	$5,030	Not Applicable
Amount required to move members into the Catastrophic phase	$8,000 True Out-of-Pocket (TrOOP) threshold	$2,000 True Out-of-Pocket (TrOOP) threshold
Catastrophic copayments	$0 for all covered Part D drugs	$0 for all covered Part D drugs

Please note: Cost shares for non-Part D drugs covered under a rider or supplemental benefit, if applicable, do **not** count towards the CMS True Out-of-Pocket (TrOOP) threshold to move members into the Catastrophic phase.

Changes to the Aetna prescription drug plan for 2025

Aetna's Part D formulary changes

Formularies change on an annual basis. Members should review the updated formulary that aligns with their plan to determine if a drug they are taking will still be covered, the tier of such coverage, and what they will pay for their drugs in 2025. Updated plan year formularies are made available online on October 1st. Members may also request that a printed copy of this formulary be mailed to them by contacting Aetna customer service.

Please note: We will be offering a new formulary in 2025. It is called the Strategic Saver Plus. It is a new version of our Comprehensive Plus formulary with strategic exclusions to help drive down coverage costs in 2025.

Fresno Unified School District **January 1, 2025 through December 31, 2025**

2025 Formulary Name	Description
Comprehensive Plus	• Richest option; open; covers all Part D drugs • Generic drugs reside on defined generic tier(s)
Strategic Saver Plus ***NEW FOR 2025***	• Rich option; covers most Part D drugs but considered closed because of some strategic exclusions to maximize rebate value • Generic drugs reside on defined generic tier(s)
Classic Plus	• Closed; covers a subset of Part D drugs; medium coverage • Generic drugs reside on defined generic tier(s)
Classic	• Closed; covers a subset of Part D drugs; medium coverage • Commingled, generics reside on all tiers
Core Plus	• Closed; lean coverage • Generic drugs reside on defined generic tier(s)
Core	• Closed; lean coverage • Commingled, generics reside on all tiers

The P1 Preferred Network plan option
This option provides a lower price point through the use of a pharmacy with preferred status. Members generally pay a lower cost share when utilizing pharmacies that are preferred. Members will also have access to standard pharmacies within the network; however, they will likely pay a higher cost share when receiving covered medications at standard pharmacies. To find a network pharmacy, members can visit our website: http://www.aetnaretireeplans.com.

Aetna Mail Order
Aetna's mail order benefits are filled by CVS Caremark® Mail Service Pharmacy. This mail order service supplies medications for drugs taken on a regular basis, sometimes referred to as maintenance drugs. Examples of maintenance drugs include medications used to treat chronic conditions such as arthritis, high cholesterol, asthma, or high blood pressure. CVS Caremark® Mail Service Pharmacy does not supply medications used for short-term illnesses, such as cold medications or antibiotics. Additionally, certain drugs that require special handling may not be available through CVS Caremark® Mail Service Pharmacy. These drugs are sometimes called specialty drugs and may require storage at controlled temperatures or other unique handling requirements which cannot be accommodated through a traditional mail order arrangement. Therefore, most specialty drugs are not available at the mail order benefit (cost share) and instead will pay at the retail benefit (cost share). Also, specialty drugs are generally limited to a 30-day fill, to reduce waste of these high-cost drugs.

Fresno Unified School District **January 1, 2025 through December 31, 2025**

Medicare Part D creditable coverage
If an applicant cannot demonstrate that he/she had prior creditable coverage, the applicant may incur late enrollment penalties, consistent with laws, rules, and regulations applicable to the Part D program.

CMS Notifications

We will notify members of plan changes as required by CMS
CMS requires that Aetna provide each member enrolled in our group Medicare Advantage plan or standalone Medicare prescription drug plans an Annual Notice of Change (ANOC) letter along with the new plan year Schedule of Member Cost Sharing (SOC) which provides a detailed description of the benefits and coverage provisions of the plan. The Evidence of Coverage (EOC) provides Medicare-specific information about the health plan and is available to members online or by calling customer service to request a written copy. Medicare members must receive detailed benefit information for their current plan no later than 15 days before the start of your annual open enrollment period. If you don't have an open enrollment period, Medicare members must receive this benefit information no later than 15 days before the start of the new plan year.

If you wish to receive a copy of these plan documents for your records, please reach out to your Aetna account representative.

Premiums

- **Medicare Advantage – Premium Requirements** - The following requirements apply only if Aetna is offering a Medicare Advantage HMO or PPO Plan to your members, and you and your members are paying any portion of the premium for the Medicare Advantage benefit ("MA Premium"). CMS requires that we notify you of these requirements. You must comply with the following conditions with respect to any subsidization of MA Premium and any required MA Premium contribution by the member:

    1. You may subsidize different amounts of MA Premium for different classes of members and their dependents, provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly).

    2. MA Premium contribution levels cannot vary for members within a given class.

3. Direct subsidy payments from CMS to Aetna must be passed through to reduce the amount of any required MA Premium payment by the member.

- **Premium and Low Income Subsidy ("LIS") Requirements and Late Enrollment Penalty ("LEP")** - Fresno Unified School District will comply with the following conditions with respect to any subsidization of that portion of premiums paid by Fresno Unified School District for the Medicare Prescription Drug benefit ("PD Premium") and any required PD Premium contribution by members enrolled in MAPDs or PDPs ("Members"):

  - Fresno Unified School District may subsidize different amounts of PD Premium for different classes of Members and their dependents, provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly). Classes of Members and their dependents cannot be based on eligibility for the Low Income Subsidy ("LIS").

  - PD Premium contribution levels cannot vary for Members within a given class.

  - Direct subsidy payments from CMS to Aetna must be passed through to reduce the amount of any required PD Premium payment by the Member ("Member Contribution") so the Member in no event shall be required to pay more than the sum of: a) the standard Medicare Part D premium, net of the direct subsidy payment from CMS, and b) one hundred percent (100%) for any supplemental coverage selected by the Member.

  Fresno Unified School District will comply with the following conditions with respect to any LIS payment received from CMS for any LIS-eligible Member:

  - Any monthly LIS payment received from CMS for an LIS-eligible Member shall be used to reduce any Member Contribution. Any remainder may then be used to reduce the amount of the Fresno Unified School District's PD Premium contribution. However, if the sum of the Member Contribution and Fresno Unified School District's PD Premium is less than the LIS payment, any portion of the LIS payment will be returned to CMS by Aetna.

  - If the LIS payment for any LIS-eligible Member is less than the Member Contribution required by such individual (including the Member Contribution for supplemental benefits, if any), Fresno Unified School District shall communicate with the LIS-eligible Member about the cost of remaining enrolled in Fresno Unified School

District's Plan versus obtaining coverage as an individual under another Medicare Part D Prescription Drug plan.

- In the event that the LIS-eligible Member is due a refund of the LIS payment (i.e., there was no upfront reduction of the PD Premium by the LIS amount), such refund shall be completed by Aetna or Fresno Unified School District, as applicable, within 45 days of the date Aetna receives the LIS payment for that Member from CMS.

Group Billed – If Aetna is billing and collecting the entire plan premium from Fresno Unified School District and Fresno Unified School District chooses to receive group list invoices, Aetna will apply LIS subsidy credits and LEP debits to the group invoice. Fresno Unified School District must apply the LIS subsidy and collect the LEP consistent with applicable law.

Direct Billed - If Fresno Unified School District chooses direct billing (i.e., Aetna directly bills and collects the entire plan premium from Members), Aetna will apply LIS to the Member invoice and will add LEP debits consistent with applicable law.

Additional Retiree Programs

"Age-In" Program

Aetna executes an optional communications program (monthly or quarterly) known as the "Age-in" Program. This Program provides your Aetna members who are approaching age 65 with timely information regarding your Aetna Medicare Plan. The "Age-in" Program currently consists of a mailing(s) that can be sent 2-3 months before the 65th birthday month and the mailing list is determined solely based on age. This means that these mailings may be sent to both your retirees and active employees who are nearing their 65th birthday. The scope of this Program is subject to change.

Important Note: Please notify your Account Executive Team if you do not wish to participate in the "Age-in" Program. If your Account Executive Team does not receive this notice 30 days prior to your plans effective date, Aetna will proceed with including your members in the "Age-in" Program.

Fresno Unified School District **January 1, 2025 through December 31, 2025**

Helping your retirees obtain Medicaid coverage and access to community assistance programs

We're pleased to provide plan sponsors with a Medicaid outreach program through BeneLynk. This program provides continuous monitoring of social program eligibility and enrollment status to ensure appropriate access to benefits for which members are entitled.

This program includes:

- Community Programs to help members overcome food insecurity, transportation, social isolation, and lower the cost of utilities
- Initial Outreach and enrollment assistance with Medicaid or Medicare Savings Programs and the Low Income Subsidy
- Annual Recertification to maintain enrollment in these programs

We believe our Medicaid outreach program provides a valuable service to potentially eligible members by educating them about and screening for Medicaid programs. Medicaid eligibility may help reduce member out-of-pocket cost sharing and premiums. It can also help us reduce annual plan premium increases due to the additional payment we receive from CMS for these beneficiaries.

If your organization doesn't wish to participate and have your retirees contacted by BeneLynk, your organization may "opt-out" of our Medicaid outreach program. To do so, please contact your Aetna representative no later than October 1, 2024.

Please Note: If we don't receive your "opt-out" notification by October 1, 2024, your organization will be included in our Medicaid outreach program.

Termination Rights

The group agreement may be terminated upon 30 days' prior written notice to the Contract Holder if the Contract Holder fails to meet Aetna's contribution or participation requirements applicable to what is stated in the Group Agreement, as set forth in this applicable Financial Document or changes its eligibility or participation requirements without Aetna's consent.

Federal Information

Employer Reporting Requirements:

Under Internal Revenue Code (IRC) Section 6055 health insurance issuers, certain employers, government agencies and other entities that provide Minimum Essential Coverage (MEC) to individuals must report to the IRS information about the type and period of coverage and furnish related statements to covered individuals. This information is used

by the IRS to administer the individual shared responsibility provision and by individuals to show compliance with the individual shared responsibility provision.

For Medicare plans (including Medicare Advantage), the reporting obligation under Section 6055 is on the Centers for Medicare and Medicaid Services (CMS) to the extent it applies. CMS will report the required information to the IRS about the type and period of coverage provided to each individual member enrolled in these plans and will furnish the required statements to subscribers.

IRC Section 6056 requires large employers (those having employed an average of 50 or more full-time employees during the preceding calendar year) to report to the IRS information about the health care coverage they have offered and also furnish applicable statements to employees. The purpose is to allow the IRS to enforce the employer responsibility provisions.

To satisfy the 6056 employer reporting requirements, you must file the required returns with the IRS by no later than February 28 of the year following coverage (if filing on paper) or March 31 (if filing electronically) and furnish a statement to all full-time employees by January 31st of the year following the calendar year to which the return relates (i.e., January 31, 2026 for the 2025 calendar year).

Plans are offered by Aetna Health Inc., Aetna Health of California Inc., Aetna Life Insurance Company, SilverScript Insurance Company and/or their affiliates (Aetna). Aetna Medicare is a brand name used for group fully-insured standalone Medicare prescription drug plan (PDP), group Medicare Advantage HMO, and group Medicare Advantage PPO products provided by Aetna under a Medicare contract with the Centers for Medicare and Medicaid Services. Enrollment in our plans depends on contract renewal. Limitations, co-payments, and restrictions may apply. Benefits, pharmacy network, provider network, premium and/or co-payments/co-insurance may change on January 1 of each year.

MEDICARE ADVANTAGE RATE PROPOSAL

Plan Sponsor Name:	**Fresno USD**
Policy Period Start Date:	**01/01/2025**
Policy Period End Date:	**12/31/2025**
Medical Plan:	**Medicare (C04) ESA PPO**
Pharmacy Plan:	**$0/$9/$35/$50/$50 Plan A**

- Please refer to the Financial Conditions and Plan Design Exhibits for an outline of the level of benefits quoted, as well as the terms and conditions of this proposal.
- Your Aetna Group Medicare Plan for January 1, 2025 will be automatically renewed if we do not hear from you by October 1, 2024.
- Benefits, premium, deductible, and/or copayments/coinsurance may change on January 1 of each year and are subject to CMS contract approval.
- All rates are on a Per Member Per Month (PMPM) basis.
- These rates exclude commissions.

	Medical Rate	Pharmacy Rate	Total Rate
Current	$10.40	$234.00	$244.40
Proposed	$43.03	$243.27	$286.30
Change	$32.63	$9.27	$41.90

Total Medicare Eligible Members	6063

State	Medicare Eligible Members	Medical Rate	Pharmacy Rate	Total Rate
Alabama	5	$43.03	$243.27	$286.30
Alaska	0	$43.03	$243.27	$286.30
Arizona	43	$43.03	$243.27	$286.30
Arkansas	7	$43.03	$243.27	$286.30
California	5,548	$43.03	$243.27	$286.30
Colorado	19	$43.03	$243.27	$286.30
Connecticut	0	$43.03	$243.27	$286.30
Delaware	2	$43.03	$243.27	$286.30
District Of Columbia	0	$43.03	$243.27	$286.30
Florida	18	$43.03	$243.27	$286.30
Georgia	2	$43.03	$243.27	$286.30
Hawaii	10	$43.03	$243.27	$286.30
Idaho	28	$43.03	$243.27	$286.30
Illinois	3	$43.03	$243.27	$286.30
Indiana	4	$43.03	$243.27	$286.30
Iowa	3	$43.03	$243.27	$286.30
Kansas	5	$43.03	$243.27	$286.30
Kentucky	5	$43.03	$243.27	$286.30
Louisiana	2	$43.03	$243.27	$286.30
Maine	0	$43.03	$243.27	$286.30

Maryland	3	$43.03	$243.27	$286.30
Massachusetts	2	$43.03	$243.27	$286.30
Michigan	4	$43.03	$243.27	$286.30
Minnesota	2	$43.03	$243.27	$286.30
Mississippi	3	$43.03	$243.27	$286.30
Missouri	5	$43.03	$243.27	$286.30
Montana	5	$43.03	$243.27	$286.30
Nebraska	3	$43.03	$243.27	$286.30
Nevada	36	$43.03	$243.27	$286.30
New Hampshire	1	$43.03	$243.27	$286.30
New Jersey	3	$43.03	$243.27	$286.30
New Mexico	4	$43.03	$243.27	$286.30
New York	3	$43.03	$243.27	$286.30
North Carolina	9	$43.03	$243.27	$286.30
North Dakota	0	$43.03	$243.27	$286.30
Ohio	5	$43.03	$243.27	$286.30
Oklahoma	3	$43.03	$243.27	$286.30
Oregon	78	$43.03	$243.27	$286.30
Pennsylvania	3	$43.03	$243.27	$286.30
Rhode Island	0	$43.03	$243.27	$286.30
South Carolina	6	$43.03	$243.27	$286.30
South Dakota	4	$43.03	$243.27	$286.30
Tennessee	15	$43.03	$243.27	$286.30
Texas	57	$43.03	$243.27	$286.30
Utah	21	$43.03	$243.27	$286.30
Vermont	1	$43.03	$243.27	$286.30
Virginia	5	$43.03	$243.27	$286.30
Washington	71	$43.03	$243.27	$286.30
West Virginia	0	$43.03	$243.27	$286.30
Wisconsin	5	$43.03	$243.27	$286.30
Wyoming	2	$43.03	$243.27	$286.30

MEDICARE ADVANTAGE RATE PROPOSAL

Plan Sponsor Name:	**Fresno Unified School District**
Policy Period Start Date:	**01/01/2025**
Policy Period End Date:	**12/31/2025**
Medical Plan:	**Medicare (C04) ESA PPO**
Pharmacy Plan:	**Rx $0/$9/$35/$50/$50 $400 OOP Max**

- Please refer to the Financial Conditions and Plan Design Exhibits for an outline of the level of benefits quoted, as well as the terms and conditions of this proposal.
- Your Aetna Group Medicare Plan for January 1, 2025 will be automatically renewed if we do not hear from you by October 1, 2024.
- Benefits, premium, deductible, and/or copayments/coinsurance may change on January 1 of each year and are subject to CMS contract approval.
- All rates are on a Per Member Per Month (PMPM) basis.
- These rates exclude commissions.

	Medical Rate	Pharmacy Rate	Total Rate
Current	$565.40	$234.00	$799.40
Proposed	$624.13	$243.27	$867.40
Change	$58.73	$9.27	$68.00

Total Medicare Eligible Members	15

State	Medicare Eligible Members	Medical Rate	Pharmacy Rate	Total Rate
Alabama	0	$624.13	$243.27	$867.40
Alaska	0	$624.13	$243.27	$867.40
Arizona	0	$624.13	$243.27	$867.40
Arkansas	0	$624.13	$243.27	$867.40
California	15	$624.13	$243.27	$867.40
Colorado	0	$624.13	$243.27	$867.40
Connecticut	0	$624.13	$243.27	$867.40
Delaware	0	$624.13	$243.27	$867.40
District Of Columbia	0	$624.13	$243.27	$867.40
Florida	0	$624.13	$243.27	$867.40
Georgia	0	$624.13	$243.27	$867.40
Hawaii	0	$624.13	$243.27	$867.40
Idaho	0	$624.13	$243.27	$867.40
Illinois	0	$624.13	$243.27	$867.40
Indiana	0	$624.13	$243.27	$867.40
Iowa	0	$624.13	$243.27	$867.40
Kansas	0	$624.13	$243.27	$867.40
Kentucky	0	$624.13	$243.27	$867.40
Louisiana	0	$624.13	$243.27	$867.40
Maine	0	$624.13	$243.27	$867.40

Maryland	0	$624.13	$243.27	$867.40
Massachusetts	0	$624.13	$243.27	$867.40
Michigan	0	$624.13	$243.27	$867.40
Minnesota	0	$624.13	$243.27	$867.40
Mississippi	0	$624.13	$243.27	$867.40
Missouri	0	$624.13	$243.27	$867.40
Montana	0	$624.13	$243.27	$867.40
Nebraska	0	$624.13	$243.27	$867.40
Nevada	0	$624.13	$243.27	$867.40
New Hampshire	0	$624.13	$243.27	$867.40
New Jersey	0	$624.13	$243.27	$867.40
New Mexico	0	$624.13	$243.27	$867.40
New York	0	$624.13	$243.27	$867.40
North Carolina	0	$624.13	$243.27	$867.40
North Dakota	0	$624.13	$243.27	$867.40
Ohio	0	$624.13	$243.27	$867.40
Oklahoma	0	$624.13	$243.27	$867.40
Oregon	0	$624.13	$243.27	$867.40
Pennsylvania	0	$624.13	$243.27	$867.40
Rhode Island	0	$624.13	$243.27	$867.40
South Carolina	0	$624.13	$243.27	$867.40
South Dakota	0	$624.13	$243.27	$867.40
Tennessee	0	$624.13	$243.27	$867.40
Texas	0	$624.13	$243.27	$867.40
Utah	0	$624.13	$243.27	$867.40
Vermont	0	$624.13	$243.27	$867.40
Virginia	0	$624.13	$243.27	$867.40
Washington	0	$624.13	$243.27	$867.40
West Virginia	0	$624.13	$243.27	$867.40
Wisconsin	0	$624.13	$243.27	$867.40
Wyoming	0	$624.13	$243.27	$867.40

FRESNO UNIFIED SCHOOL DISTRICT
Aetna Medicare[SM] Plan (PPO)
Medicare (C04) ESA PPO Plan
Rx $0/$9/$35/$50/$50

Benefits and Premiums are effective January 1, 2025 through December 31, 2025

SUMMARY OF BENEFITS
PROVIDED BY AETNA LIFE INSURANCE COMPANY

Primary Care Physician (PCP): You have the option to choose a PCP. When we know who your provider is, we can better support your care.

Referrals: Your plan doesn't require a referral from a PCP to see a specialist. Keep in mind, some providers may require a recommendation or treatment plan from your doctor in order to see you.

Prior Authorizations: Your doctor will work with us to get approval before you receive certain services or drugs. Benefits that may require a prior authorization are listed with an asterisk (*) in the benefits grid.

PLAN FEATURES	Network & out-of-network providers.
Monthly Premium	Please contact your former employer/union/trust for more information on your plan premium.
Plan Follows the Federal Medicare Part B Deductible Plan deductible is equal to the Federal Medicare Part B deductible	No
Annual Deductible	$0
This is the amount you have to pay out of pocket before the plan will pay its share for your covered Medicare Part A and B services.	
Annual Maximum Out-of-Pocket Amount	
Annual maximum out-of-pocket limit amount includes any deductible, copayment or coinsurance that you pay.	$0
It will apply to all medical expenses except Hearing Aid Reimbursement , Vision Reimbursement and Medicare prescription drug coverage that may be available on your plan.	

HOSPITAL CARE*	This is what you pay for network & out-of-network providers.
Inpatient Hospital Care	$0 per stay
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
Observation Stay	Your cost share for Observation Care is based upon the services you receive
Frequency:	per stay
Outpatient Services & Surgery	$0
Ambulatory Surgery Center	$0
PHYSICIAN SERVICES	**This is what you pay for network & out-of-network providers.**
Primary Care Physician Visits	$0
Includes services of an internist, general physician, family practitioner for routine care as well as diagnosis and treatment of an illness or injury and in-office surgery.	
Physician Specialist Visits	$0
PREVENTIVE CARE	**This is what you pay for network & out-of-network providers.**
Medicare-covered Preventive Services	$0

• Abdominal aortic aneurysm screenings
• Alcohol misuse screenings and counseling
• Annual Well Visit - One exam every 12 months.
• Bone mass measurements
• Breast exams
• Breast cancer screening: mammogram - one baseline mammogram for members age 35-39; and one annual mammogram for members age 40 & over.
• Cardiovascular behavior therapy
• Cardiovascular disease screenings
• Cervical and vaginal cancer screenings (Pap) - one routine GYN visit and pap smear every 24 months.
• Colorectal cancer screenings (colonoscopy, fecal occult blood test, flexible sigmoidoscopy)
• Depression screenings
• Diabetes screenings
• HBV infection screening

• Hepatitis C screening tests • HIV screenings • Lung cancer screenings and counseling • Medicare Diabetes Prevention Program - 12 months of core session for program eligible members with an indication of pre-diabetes. • Nutrition therapy services • Obesity behavior therapy • Pelvic Exams and pap test (screening) - one routine GYN visit and pap smear every 24 months. • Prolonged Preventive Services - prolonged preventive service(s) (beyond the typical service time of the primary procedure), in the office or other outpatient setting requiring direct patient contact beyond the usual service • Prostate cancer screenings (PSA) - for all male patients aged 50 and older (coverage begins the day after 50th birthday) • Sexually transmitted infections screenings and counseling • Tobacco use cessation counseling • Welcome to Medicare preventive visit	
Immunizations • Flu • Hepatitis B • Pneumococcal	$0
Additional Medicare Preventive Services • Barium enema - one exam every 12 months. • Diabetes self-management training (DSMT) • Digital rectal exam (DRE) • EKG following welcome exam • Glaucoma screening	$0
EMERGENCY AND URGENT MEDICAL CARE	**This is what you pay for network & out-of-network providers.**
Emergency Care; Worldwide (waived if admitted)	$0
Urgently Needed Care; Worldwide	$0

DIAGNOSTIC PROCEDURES*	This is what you pay for network & out-of-network providers.
Diagnostic Radiology CT scans	$0
Diagnostic Radiology Other than CT scans	$0
Lab Services	$0
Diagnostic testing & procedures	$0
Outpatient X-rays	$0
HEARING SERVICES	**This is what you pay for network & out-of-network providers.**
Routine Hearing Screening We cover one exam every twelve months	$0
Medicare Covered Hearing Examination	$0
Hearing Aid Reimbursement	$1,000 once every 36 months
DENTAL SERVICES	**This is what you pay for network & out-of-network providers.**
Medicare Covered Dental* Non-routine care covered by Medicare.	$0
VISION SERVICES	**This is what you pay for network & out-of-network providers.**
Routine Eye Exams One annual exam every 12 months.	$0
Diabetic Eye Exams	$0
Medicare Covered Eye Exam	$0
Vision Eyewear Reimbursement Applies to in or out of network	$100 once every 12 months

MENTAL HEALTH SERVICES*	This is what you pay for network & out-of-network providers.
Inpatient Mental Health Care	$0 per stay
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
Outpatient Mental Health Care	$0
Individual visit	
Partial Hospitalization and Intensive Outpatient Services	$0
Inpatient Substance Abuse	$0 per stay
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
Outpatient Substance Abuse	$0
Individual visit	

SKILLED NURSING SERVICES*	This is what you pay for network & out-of-network providers.
Skilled Nursing Facility (SNF) Care	$0 per day, days 1-100
Limited to 100 days per Medicare Benefit Period.	
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
A benefit period begins the day you go into a hospital or skilled nursing facility. The benefit period ends when you haven't received any inpatient hospital care (or skilled care in a SNF) for 60 days in a row. If you go into a hospital or a skilled nursing facility after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods.	

PHYSICAL THERAPY SERVICES*	This is what you pay for network & out-of-network providers.
Outpatient Rehabilitation Services	$0
(Speech, physical, and occupational therapy)	

AMBULANCE SERVICES	This is what you pay for network & out-of-network providers.
Ambulance Services	$0
Prior authorization rules may apply for non-emergency transportation services received in-network. Your network provider is responsible for requesting prior authorization. Our plan recommends pre-authorization of non-emergency transportation services when provided by an out-of-network provider.	

TRANSPORTATION SERVICES	This is what you pay for network & out-of-network providers.
Transportation (non-emergency)	24 one-way trips with 60 miles allowed per trip
MEDICARE PART B PRESCRIPTION DRUGS*	**This is what you pay for network & out-of-network providers.**
Medicare Part B Prescription Drugs	$0
Medicare Part B Prescription Drugs - Insulin	$0
MEDICARE PART D PRESCRIPTION DRUGS	**This is what you pay for network & out-of-network providers.**

Part D drugs are covered. See PHARMACY - PRESCRIPTION DRUG BENEFITS section below for your plan benefits at each part D stage, including cost share and other important pharmacy benefit information.

ADDITIONAL PROGRAMS AND SERVICES	This is what you pay for network & out-of-network providers.
Allergy Shots	$0
Allergy Testing	$0
Blood	$0
All components of blood are covered beginning with the first pint.	
Cardiac Rehabilitation Services	$0
Intensive Cardiac Rehabilitation Services	$0
Chiropractic Services*	$0
Medicare covered benefits only.	
Diabetic Supplies*	$0
Includes supplies to monitor your blood glucose from LifeScan.	
Durable Medical Equipment/ Prosthetic Devices*	$0
Home Health Agency Care*	$0
Hospice Care	Covered by Original Medicare at a Medicare certified hospice.
Medical Supplies*	Your cost share is based upon the provider of services
Medicare Covered Acupuncture	$0
Outpatient Dialysis Treatments*	$0
Podiatry Services	$0
Medicare covered benefits only.	
Pulmonary Rehabilitation Services	$0
Supervised Exercise Therapy (SET) for PAD Services	$0
Radiation Therapy*	$0
ADDITIONAL PROGRAMS (NOT COVERED BY ORIGINAL MEDICARE)	**This is what you pay for network & out-of-network providers.**
Fitness Benefit	SilverSneakers®
Meals	$0
Covered up to 14 meals following an inpatient stay.	
Resources For Living®	Covered

For help locating resources for every day needs.

Smoking and Tobacco Use Cessation Supplies	$0
Frequency	unlimited visits every year
Teladoc™	$0
Telemedicine services with a Teladoc™ provider. State mandates may apply.	
Telehealth	Covered
Telemedicine Services. Member cost share will apply based on services rendered.	
Telehealth PCP	$0
Telehealth Specialist	$0
Telehealth Occupational Therapy Services	$0
Telehealth PT and SP Services	$0
Telehealth Other Health care Providers	$0
Telehealth Individual Mental Health	$0
Telehealth Group Mental Health	$0
Telehealth Individual Psychiatric Services	$0
Telehealth Group Psychiatric Services	$0
Telehealth Individual Substance Abuse Services	$0
Telehealth Group Substance Abuse Services	$0
Telehealth Kidney Disease Education Services	$0
Telehealth Diabetes Self-Management Training	$0
Telehealth Opioid Treatment Program Services	$0
Telehealth Urgent care	$0
Wigs*	$0
Maximum	$400
Frequency	every year

ADDITIONAL SERVICES (NOT COVERED BY ORIGINAL MEDICARE)	This is what you pay for network & out-of-network providers.
Acupuncture twenty visits every year. in lieu of anesthesia and for treatment of chronic pain.	$0
Enhanced Chiropractic Services Visits: twenty eight visits every year	$0
Compression Stockings	$0
Maximum	unlimited singles/pairs
Frequency	every year
Foot Orthotics	$0
Routine Physical Exams One exam per calendar year	$0

Benefits that may require a prior authorization are listed with an asterisk (*) in the benefits grid.

See next page for Pharmacy-Prescription Drug Benefits.

PHARMACY - PRESCRIPTION DRUG BENEFITS

Pharmacy Network P1

Your Medicare Part D plan uses the network above. To find a network pharmacy, you can visit our website (http://www.aetnaretireeplans.com.)

Formulary (Drug List) Comprehensive Plus

The following plan design is based on our interpretation of preliminary CMS guidance for 2025, but is subject to change when the final guidance is released.

Changes beginning in 2025 include:

- Reduction to three phases - Deductible, Initial Coverage, and Catastrophic
- Elimination of the Coverage Gap Phase
- Introduction of a $2,000 annual out-of-pocket threshold
- Replacement of the Coverage Gap Discount Program with the Manufacturer Discount Program which will provide a 10% manufacturer discount for applicable drugs in the Initial Coverage phase and 20% manufacturer discount for applicable drugs in the Catastrophic phase.

Calendar-Year Deductible for Prescription Drugs $0

Prescription drug calendar year deductible must be satisfied before any Medicare Prescription Drug benefits are paid. Covered Medicare Prescription Drug expenses will accumulate toward the pharmacy deductible. The deductible does not apply to covered insulins and most Part D vaccines.

Initial Coverage Phase - The table below represents cost sharing after the deductible, if applicable, has been reached.

5 Tier Plan	30-day Supply through Retail		90-day Supply through Retail or Mail		
	Preferred	**Standard**	**Preferred Retail**	**Preferred Mail**	**Standard Retail or Mail**
Tier 1 - Preferred Generic Generic Drugs	$0	$0	$0	$0	$0
Tier 2 - Generic Generic Drugs	$9	$10	$18	$18	$20

5 Tier Plan	30-day Supply through Retail		90-day Supply through Retail or Mail		
	Preferred	**Standard**	**Preferred Retail**	**Preferred Mail**	**Standard Retail or Mail**
Tier 3 - Preferred Brand Preferred Brand Drugs	$35	$35	$70	$70	$70
Tier 4 - Non-Preferred Brand Non-Preferred Brand Drugs	$50	$50	$100	$100	$100
Tier 5 - Specialty Includes high-cost/unique generic and brand drugs	$50	$50	Limited to one-month supply	Limited to one-month supply	Limited to one-month supply

If you reside in a long-term care facility, your cost share is the same as a 30 day supply at a retail pharmacy and you may receive up to a 31 day supply.

You won't pay more than $35 for a one-month supply or $105 for up to a three-month supply of each covered insulin product regardless of the cost-sharing tier.

Catastrophic Coverage: You pay $0 for covered Part D prescription drugs.

Catastrophic Coverage benefits start once the CMS-determined annual out-of-pocket threshold of $2,000 for covered Part D prescription drugs is reached.

Maximum Out-of-Pocket $400

This is a supplemental benefit that reduces cost sharing for all covered prescription drugs to $0 once the total you pay out of pocket reaches the amount listed above.

Requirements:	
Precertification	Applies
Step-Therapy	Applies

Non-Part D Supplemental Benefit

- Agents used for cosmetic purposes or hair growth
- Agents used for Miscellaneous
- Agents used to promote fertility
- Agents when used for the symptomatic relief of cough and colds
- Agents when used for the treatment of sexual or erectile dysfunction (ED)
- Agents when used for weight loss
- Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations

Medical Disclaimers

For more information about Aetna plans, go to **www.AetnaRetireePlans.com** or call Member Services toll-free at 1-888-267-2637 (TTY: 711). Hours are 8 a.m. to 9 p.m. EST, Monday through Friday.

The provider network may change at any time. You will receive notice when necessary.

In case of emergency, you should call 911 or the local emergency hotline. Or you should go directly to an emergency care facility.

The complete list of services can be found in the Evidence of Coverage (EOC). You can request a copy of the EOC by contacting Member Services at 1-888-267-2637 (TTY: 711). Hours are 8 a.m. to 9 p.m. EST, Monday through Friday.

The following is a partial list of what isn't covered or limits to coverage under this plan:

- Services that are not medically necessary unless the service is covered by Original Medicare or otherwise noted in your Evidence of Coverage
- Plastic or cosmetic surgery unless it is covered by Original Medicare

- Custodial care
- Experimental procedures or treatments that Original Medicare doesn't cover
- Outpatient prescription drugs unless covered under Original Medicare Part B

You may pay more for out-of-network services. Prior approval from Aetna is required for some network services. For services from a non-network provider, prior approval from Aetna is recommended. Providers must be licensed and eligible to receive payment under the federal Medicare program and willing to accept the plan.

Out-of-network/non-contracted providers are under no obligation to treat Aetna members, except in emergency situations. Please call our Customer Service number or see your Evidence of Coverage for more information, including the cost-sharing that applies to out-of-network services.

Aetna will pay any non contracted provider (that is eligible for Medicare payment and is willing to accept the Aetna Medicare Plan) the same as they would receive under Original Medicare for Medicare covered services under the plan.

Pharmacy Disclaimers

Aetna's retiree pharmacy coverage is an enhanced Part D Employer Group Waiver Plan that is offered as a single integrated product. The enhanced Part D plan consists of two components: basic Medicare Part D benefits and supplemental benefits. Basic Medicare Part D benefits are offered by Aetna based on our contract with CMS. We receive monthly payments from CMS to pay for basic Part D benefits. Supplemental benefits are non-Medicare benefits that provide enhanced coverage beyond basic Part D. Supplemental benefits are paid for by plan sponsors or members and may include benefits for non-Part D drugs. Aetna reports claim information to CMS according to the source of applicable payment (Medicare Part D, plan sponsor or member).

Aetna's pharmacy network includes limited lower-cost, preferred pharmacies in Suburban Arizona, Suburban Illinois, Urban Kansas, Rural Michigan, Urban Michigan, Urban Missouri, Urban Pennsylvania, Suburban Utah, Suburban West Virginia, Suburban Wyoming. The lower costs advertised in our plan materials for these pharmacies may not be available at the pharmacy you use. For up-to-date information about our network pharmacies, including whether there are any lower-cost preferred pharmacies in your area, please call 1-866-241-0357 (TTY: 711) or consult the online pharmacy directory at http://www.aetnaretireeplans.com.

The formulary and/or pharmacy network may change at any time. You will receive notice when necessary.

You must use network pharmacies to receive plan benefits except in limited, non-routine circumstances as defined in the EOC. In these situations, you are limited to a 30 day supply.

Pharmacy clinical programs such as precertification, step therapy and quantity limits may apply to your prescription drug coverage.

Members who get “extra help” don’t need to fill prescriptions at preferred network pharmacies to get Low Income Subsidy (LIS) copays.

Specialty pharmacies fill high-cost specialty drugs that require special handling. Although specialty pharmacies may deliver covered medicines through the mail, they are not considered “mail-order pharmacies.” Therefore, most specialty drugs are not available at the mail-order cost share.

The typical number of business days after the mail order pharmacy receives an order to receive your shipment is up to 10 days. Enrollees have the option to sign up for automated mail order delivery. If your mail order drugs do not arrive within the estimated time frame, please contact us toll-free at 1-866-241-0357, 24 hours a day, 7 days a week. TTY users call 711.

There are three general rules about drugs that Medicare drug plans will not cover under Part D. This plan cannot:

- Cover a drug that would be covered under Medicare Part A or Part B.
- Cover a drug purchased outside the United States and its territories.
- Generally cover drugs prescribed for “off label” use, (any use of the drug other than indicated on a drug's label as approved by the Food and Drug Administration) unless supported by criteria included in certain reference books like the American Hospital Formulary Service Drug Information, the DRUGDEX Information System and the USPDI or its successor.

Additionally, by law, the following categories of drugs are not normally covered by a Medicare prescription drug plan unless we offer enhanced drug coverage for which additional premium may be charged. These drugs are not considered Part D drugs and may be referred to as “exclusions” or “non-Part D drugs”. These drugs include:

- Drugs used for the treatment of weight loss, weight gain or anorexia
- Drugs used for cosmetic purposes or to promote hair growth
- Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations
- Outpatient drugs that the manufacturer seeks to require that associated tests or monitoring services be purchased exclusively from the manufacturer as a condition of sale

- Drugs used to promote fertility
- Drugs used to relieve the symptoms of cough and colds
- Non-prescription drugs, also called over-the-counter (OTC) drugs
- Drugs when used for the treatment of sexual or erectile dysfunction

Your plan includes supplemental coverage for some drugs not typically covered by a Medicare Part D plan. Refer to the "Non-Part D Supplemental Benefit" section in the chart above. Non-Part D drugs covered under the enhanced drug benefit can be purchased at the appropriate plan copay. Copayments and other costs for these prescription drugs will not apply toward the deductible, initial coverage limit or true out-of-pocket threshold. Some drugs may require prior authorization before they are covered under the plan.

Plan Disclaimers

Aetna Medicare is a HMO and PPO plan with a Medicare contract. Enrollment in our plans depends on contract renewal.

Plans are offered by Aetna Health Inc., Aetna Health of California Inc., Aetna Life Insurance Company and/or their affiliates (Aetna). Participating physicians, hospitals and other health care providers are independent contractors and are neither agents nor employees of Aetna. The availability of any particular provider cannot be guaranteed, and provider network composition is subject to change.

See Evidence of Coverage for a complete description of plan benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by service area.

The formulary, provider and/or pharmacy network may change at any time. You will receive notice when necessary.

Resources For Living is the brand name used for products and services offered through the Aetna group of subsidiary companies.

If there is a difference between this document and the Evidence of Coverage (EOC), the EOC is considered correct.

You can read the *Medicare & You 2025* Handbook. Every year in the fall, this booklet is mailed to people with Medicare. It has a summary of Medicare benefits, rights and protections, and answers to the most frequently asked questions about Medicare. If you don't have a copy of this booklet, you can get it at the Medicare website (http://www.medicare.gov) or by calling 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

ATTENTION: If you speak another language, language assistance services, free of charge, are available to you. Call 1-888-267-2637 (TTY: 711). Spanish: ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-267-2637 (TTY: 711). Traditional Chinese: 注意：如果您使用中文，您可以免費獲得語言援助服務。請致電 1-888-267-2637 (TTY: 711).

You can also visit our website at http://www.aetnaretireeplans.com. As a reminder, our website has the most up-to-date information about our provider network (Provider Directory) and our list of covered drugs (Formulary/Drug List).

English: We have free interpreter services to answer any questions you may have about our health or drug plan. To get an interpreter, just call us at 1-800-307-4830. Someone who speaks English/Language can help you. This is a free service.

Spanish: Tenemos servicios de intérprete sin costo alguno para responder cualquier pregunta que pueda tener sobre nuestro plan de salud o medicamentos. Para hablar con un intérprete, por favor llame al 1-800-307-4830. Alguien que hable español le podrá ayudar. Este es un servicio gratuito.

Chinese Mandarin: 我们提供免费的翻译服务，帮助您解答关于健康或药物保险的任何疑 问。如果您需要此翻译服务，请致电 1-800-307-4830。我们的中文工作人员很乐意帮助您。 这是一项免费服务。

Chinese Cantonese: 您對我們的健康或藥物保險可能存有疑問，為此我們提供免費的翻譯 服務。如需翻譯服務，請致電 1-800-307-4830。我們講中文的人員將樂意為您提供幫助。這 是一項免費服務。

Tagalog: Mayroon kaming libreng serbisyo sa pagsasaling-wika upang masagot ang anumang mga katanungan ninyo hinggil sa aming planong pangkalusugan o panggamot. Upang makakuha ng tagasaling-wika, tawagan lamang kami sa 1-800-307-4830. Maaari kayong tulungan ng isang nakakapagsalita ng Tagalog. Ito ay libreng serbisyo.

French: Nous proposons des services gratuits d'interprétation pour répondre à toutes vos questions relatives à notre régime de santé ou d'assurance-médicaments. Pour accéder au service d'interprétation, il vous suffit de nous appeler au 1-800-307-4830. Un interlocuteur parlant Français pourra vous aider. Ce service est gratuit.

Vietnamese: Chúng tôi có dịch vụ thông dịch miễn phí để trả lời các câu hỏi về chương sức khỏe và chương trình thuốc men. Nếu quí vị cần thông dịch viên xin gọi 1-800-307-4830 sẽ có nhân viên nói tiếng Việt giúp đỡ quí vị. Đây là dịch vụ miễn phí .

German: Unser kostenloser Dolmetscherservice beantwortet Ihren Fragen zu unserem Gesundheits- und Arzneimittelplan. Unsere Dolmetscher erreichen Sie unter 1-800-307-4830. Man wird Ihnen dort auf Deutsch weiterhelfen. Dieser Service ist kostenlos.

Korean: 당사는 의료 보험 또는 약품 보험에 관한 질문에 답해 드리고자 무료 통역 서비스를 제공하고 있습니다. 통역 서비스를 이용하려면 전화 1-800-307-4830번으로 문의해 주십시오. 한국어를 하는 담당자가 도와 드릴 것입니다. 이 서비스는 무료로 운영됩니다.

Russian: Если у вас возникнут вопросы относительно страхового или медикаментного плана, вы можете воспользоваться нашими бесплатными услугами переводчиков. Чтобы воспользоваться услугами переводчика, позвоните нам по телефону 1-800-307-4830. Вам окажет помощь сотрудник, который говорит по-русски. Данная услуга бесплатная.

Arabic:
إننا نقدم خدمات المترجم الفوري المجانية للإجابة عن أي أسئلة تتعلق بالصحة أو جدول الأدوية لدينا. للحصول على مترجم فوري، ليس عليك سوى الاتصال بنا على 1-800-307-4830. سيقوم شخص ما يتحدث العربية بمساعدتك. هذه خدمة مجانية.

Hindi: हमारे स्वास्थ्य या दवा की योजना के बारे में आपके किसी भी प्रश्न के जवाब देने के लिए हमारे पास मुफ्त दुभाषिया सेवाएँ उपलब्ध हैं. एक दुभाषिया प्राप्त करने के लिए, बस हमें 1-800-307-4830 पर फोन करें. कोई व्यक्ति जो हिन्दी बोलता है आपकी मदद कर सकता है. यह एक मुफ्त सेवा है.

Italian: È disponibile un servizio di interpretariato gratuito per rispondere a eventuali domande sul nostro piano sanitario e farmaceutico. Per un interprete, contattare il numero 1-800-307-4830. Un nostro incaricato che parla Italianovi fornirà l'assistenza necessaria. È un servizio gratuito.

Português: Dispomos de serviços de interpretação gratuitos para responder a qualquer questão que tenha acerca do nosso plano de saúde ou de medicação. Para obter um intérprete, contacte-nos através do número 1-800-307-4830. Irá encontrar alguém que fale o idioma Português para o ajudar. Este serviço é gratuito.

French Creole: Nou genyen sèvis entèprèt gratis pou reponn tout kesyon ou ta genyen konsènan plan medikal oswa dwòg nou an. Pou jwenn yon entèprèt, jis rele nou nan 1-800-307-4830. Yon moun ki pale Kreyòl kapab ede w. Sa a se yon sèvis ki gratis.

Polish: Umożliwiamy bezpłatne skorzystanie z usług tłumacza ustnego, który pomoże w uzyskaniu odpowiedzi na temat planu zdrowotnego lub dawkowania leków. Aby skorzystać z pomocy tłumacza znającego język polski, należy zadzwonić pod numer 1-800-307-4830. Ta usługa jest bezpłatna.

Japanese: 当社の健康 健康保険と薬品 処方薬プランに関するご質問にお答えするため に、無料の通訳サービスがありますございます。通訳をご用命になるには、1-800-307-4830にお電

話ください。日本語を話す人 者 が支援いたします。これは無料のサービスです。

Hawaiian: He kōkua māhele ʻōlelo kā mākou i mea e pane ʻia ai kāu mau nīnau e pili ana i kā mākou papahana olakino a lāʻau lapaʻau paha. I mea e loaʻa ai ke kōkua māhele ʻōlelo, e kelepona mai iā mākou ma 1-800-307-4830. E hiki ana i kekahi mea ʻōlelo Pelekānia/ʻŌlelo ke kōkua iā ʻoe. He pōmaikaʻi manuahi kēia.

*****This is the end of this plan benefit summary*****

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FRESNO UNIFIED SCHOOL DISTRICT
Aetna Medicare[SM] Plan (PPO)
Medicare (C04) ESA PPO Plan
Rx $0/$9/$35/$50/$50

Benefits and Premiums are effective January 1, 2025 through December 31, 2025

SUMMARY OF BENEFITS
PROVIDED BY AETNA LIFE INSURANCE COMPANY

Primary Care Physician (PCP): You have the option to choose a PCP. When we know who your provider is, we can better support your care.

Referrals: Your plan doesn't require a referral from a PCP to see a specialist. Keep in mind, some providers may require a recommendation or treatment plan from your doctor in order to see you.

Prior Authorizations: Your doctor will work with us to get approval before you receive certain services or drugs. Benefits that may require a prior authorization are listed with an asterisk (*) in the benefits grid.

PLAN FEATURES	Network & out-of-network providers.
Monthly Premium	Please contact your former employer/union/trust for more information on your plan premium.
Plan Follows the Federal Medicare Part B Deductible Plan deductible is equal to the Federal Medicare Part B deductible	No
Annual Deductible	$0
This is the amount you have to pay out of pocket before the plan will pay its share for your covered Medicare Part B services.	
Annual Maximum Out-of-Pocket Amount	
Annual maximum out-of-pocket limit amount includes any deductible, copayment or coinsurance that you pay.	$0
It will apply to all medical expenses except Hearing Aid Reimbursement , Vision Reimbursement and Medicare prescription drug coverage that may be available on your plan.	

HOSPITAL CARE*	This is what you pay for network & out-of-network providers.
Inpatient Hospital Care	$0 per stay
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
Observation Stay	Your cost share for Observation Care is based upon the services you receive
Frequency:	per stay
Outpatient Services & Surgery	$0
Ambulatory Surgery Center	$0
PHYSICIAN SERVICES	**This is what you pay for network & out-of-network providers.**
Primary Care Physician Visits	$0
Includes services of an internist, general physician, family practitioner for routine care as well as diagnosis and treatment of an illness or injury and in-office surgery.	
Physician Specialist Visits	$0
PREVENTIVE CARE	**This is what you pay for network & out-of-network providers.**
Medicare-covered Preventive Services	$0

• Abdominal aortic aneurysm screenings
• Alcohol misuse screenings and counseling
• Annual Well Visit - One exam every 12 months.
• Bone mass measurements
• Breast exams
• Breast cancer screening: mammogram - one baseline mammogram for members age 35-39; and one annual mammogram for members age 40 & over.
• Cardiovascular behavior therapy
• Cardiovascular disease screenings
• Cervical and vaginal cancer screenings (Pap) - one routine GYN visit and pap smear every 24 months.
• Colorectal cancer screenings (colonoscopy, fecal occult blood test, flexible sigmoidoscopy)
• Depression screenings
• Diabetes screenings
• HBV infection screening

• Hepatitis C screening tests • HIV screenings • Lung cancer screenings and counseling • Medicare Diabetes Prevention Program - 12 months of core session for program eligible members with an indication of pre-diabetes. • Nutrition therapy services • Obesity behavior therapy • Pelvic Exams and pap test (screening) - one routine GYN visit and pap smear every 24 months. • Prolonged Preventive Services - prolonged preventive service(s) (beyond the typical service time of the primary procedure), in the office or other outpatient setting requiring direct patient contact beyond the usual service • Prostate cancer screenings (PSA) - for all male patients aged 50 and older (coverage begins the day after 50th birthday) • Sexually transmitted infections screenings and counseling • Tobacco use cessation counseling • Welcome to Medicare preventive visit	
Immunizations • Flu • Hepatitis B • Pneumococcal	$0
Additional Medicare Preventive Services • Barium enema - one exam every 12 months. • Diabetes self-management training (DSMT) • Digital rectal exam (DRE) • EKG following welcome exam • Glaucoma screening	$0
EMERGENCY AND URGENT MEDICAL CARE	**This is what you pay for network & out-of-network providers.**
Emergency Care; Worldwide (waived if admitted)	$0
Urgently Needed Care; Worldwide	$0

DIAGNOSTIC PROCEDURES*	This is what you pay for network & out-of-network providers.
Diagnostic Radiology CT scans	$0
Diagnostic Radiology Other than CT scans	$0
Lab Services	$0
Diagnostic testing & procedures	$0
Outpatient X-rays	$0
HEARING SERVICES	**This is what you pay for network & out-of-network providers.**
Routine Hearing Screening We cover one exam every twelve months	$0
Medicare Covered Hearing Examination	$0
Hearing Aid Reimbursement	$1,000 once every 36 months
DENTAL SERVICES	**This is what you pay for network & out-of-network providers.**
Medicare Covered Dental* Non-routine care covered by Medicare.	$0
VISION SERVICES	**This is what you pay for network & out-of-network providers.**
Routine Eye Exams One annual exam every 12 months.	$0
Diabetic Eye Exams	$0
Medicare Covered Eye Exam	$0
Vision Eyewear Reimbursement Applies to in or out of network	$100 once every 12 months

MENTAL HEALTH SERVICES*	This is what you pay for network & out-of-network providers.
Inpatient Mental Health Care	$0 per stay
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
Outpatient Mental Health Care	$0
Individual visit	
Partial Hospitalization and Intensive Outpatient Services	$0
Inpatient Substance Abuse	$0 per stay
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
Outpatient Substance Abuse	$0
Individual visit	

SKILLED NURSING SERVICES*	This is what you pay for network & out-of-network providers.
Skilled Nursing Facility (SNF) Care	$0 per day, days 1-100
Limited to 100 days per Medicare Benefit Period.	
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
A benefit period begins the day you go into a hospital or skilled nursing facility. The benefit period ends when you haven't received any inpatient hospital care (or skilled care in a SNF) for 60 days in a row. If you go into a hospital or a skilled nursing facility after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods.	

PHYSICAL THERAPY SERVICES*	This is what you pay for network & out-of-network providers.
Outpatient Rehabilitation Services	$0
(Speech, physical, and occupational therapy)	

AMBULANCE SERVICES	This is what you pay for network & out-of-network providers.
Ambulance Services	$0
Prior authorization rules may apply for non-emergency transportation services received in-network. Your network provider is responsible for requesting prior authorization. Our plan recommends pre-authorization of non-emergency transportation services when provided by an out-of-network provider.	

TRANSPORTATION SERVICES	This is what you pay for network & out-of-network providers.
Transportation (non-emergency)	24 one-way trips with 60 miles allowed per trip
MEDICARE PART B PRESCRIPTION DRUGS*	**This is what you pay for network & out-of-network providers.**
Medicare Part B Prescription Drugs	$0
Medicare Part B Prescription Drugs - Insulin	$0
MEDICARE PART D PRESCRIPTION DRUGS	**This is what you pay for network & out-of-network providers.**

Part D drugs are covered. See PHARMACY - PRESCRIPTION DRUG BENEFITS section below for your plan benefits at each part D stage, including cost share and other important pharmacy benefit information.

ADDITIONAL PROGRAMS AND SERVICES	This is what you pay for network & out-of-network providers.
Allergy Shots	$0
Allergy Testing	$0
Blood	$0
All components of blood are covered beginning with the first pint.	
Cardiac Rehabilitation Services	$0
Intensive Cardiac Rehabilitation Services	$0
Chiropractic Services*	$0
Medicare covered benefits only.	
Diabetic Supplies*	$0
Includes supplies to monitor your blood glucose from LifeScan.	
Durable Medical Equipment/ Prosthetic Devices*	$0
Home Health Agency Care*	$0
Hospice Care	Your hospice services at a Medicare-certified hospice facility are paid for by Aetna at 100%
Medical Supplies*	Your cost share is based upon the provider of services
Medicare Covered Acupuncture	$0
Outpatient Dialysis Treatments*	$0
Podiatry Services	$0
Medicare covered benefits only.	
Pulmonary Rehabilitation Services	$0
Supervised Exercise Therapy (SET) for PAD Services	$0
Radiation Therapy*	$0
ADDITIONAL PROGRAMS (NOT COVERED BY ORIGINAL MEDICARE)	**This is what you pay for network & out-of-network providers.**
Fitness Benefit	SilverSneakers®
Meals	$0
Covered up to 14 meals following an inpatient stay.	
Resources For Living®	Covered

For help locating resources for every day needs.

Smoking and Tobacco Use Cessation Supplies	$0
Frequency	unlimited visits every year
Teladoc™	$0
Telemedicine services with a Teladoc™ provider. State mandates may apply.	
Telehealth	Covered
Telemedicine Services. Member cost share will apply based on services rendered.	
Telehealth PCP	$0
Telehealth Specialist	$0
Telehealth Occupational Therapy Services	$0
Telehealth PT and SP Services	$0
Telehealth Other Health care Providers	$0
Telehealth Individual Mental Health	$0
Telehealth Group Mental Health	$0
Telehealth Individual Psychiatric Services	$0
Telehealth Group Psychiatric Services	$0
Telehealth Individual Substance Abuse Services	$0
Telehealth Group Substance Abuse Services	$0
Telehealth Kidney Disease Education Services	$0
Telehealth Diabetes Self-Management Training	$0
Telehealth Opioid Treatment Program Services	$0
Telehealth Urgent care	$0
Wigs*	$0
Maximum	$400
Frequency	every year

ADDITIONAL SERVICES (NOT COVERED BY ORIGINAL MEDICARE)	This is what you pay for network & out-of-network providers.
Acupuncture twenty visits every year. in lieu of anesthesia and for treatment of chronic pain.	$0
Enhanced Chiropractic Services Visits: twenty eight visits every year	$0
Compression Stockings Maximum Frequency	$0 unlimited singles/pairs every year
Foot Orthotics	$0
Routine Physical Exams One exam per calendar year	$0

Benefits that may require a prior authorization are listed with an asterisk (*) in the benefits grid.

See next page for Pharmacy-Prescription Drug Benefits.

PHARMACY - PRESCRIPTION DRUG BENEFITS

Pharmacy Network P1

Your Medicare Part D plan uses the network above. To find a network pharmacy, you can visit our website (http://www.aetnaretireeplans.com.)

Formulary (Drug List) Comprehensive Plus

The following plan design is based on our interpretation of preliminary CMS guidance for 2025, but is subject to change when the final guidance is released.

Changes beginning in 2025 include:

- Reduction to three phases - Deductible, Initial Coverage, and Catastrophic
- Elimination of the Coverage Gap Phase
- Introduction of a $2,000 annual out-of-pocket threshold
- Replacement of the Coverage Gap Discount Program with the Manufacturer Discount Program which will provide a 10% manufacturer discount for applicable drugs in the Initial Coverage phase and 20% manufacturer discount for applicable drugs in the Catastrophic phase.

Calendar-Year Deductible for Prescription Drugs $0

Prescription drug calendar year deductible must be satisfied before any Medicare Prescription Drug benefits are paid. Covered Medicare Prescription Drug expenses will accumulate toward the pharmacy deductible. The deductible does not apply to covered insulins and most Part D vaccines.

Initial Coverage Phase - The table below represents cost sharing after the deductible, if applicable, has been reached.

5 Tier Plan	30-day Supply through Retail		90-day Supply through Retail or Mail		
	Preferred	**Standard**	**Preferred Retail**	**Preferred Mail**	**Standard Retail or Mail**
Tier 1 - Preferred Generic Generic Drugs	$0	$0	$0	$0	$0
Tier 2 - Generic Generic Drugs	$9	$10	$18	$18	$20

5 Tier Plan	30-day Supply through Retail		90-day Supply through Retail or Mail		
	Preferred	**Standard**	**Preferred Retail**	**Preferred Mail**	**Standard Retail or Mail**
Tier 3 - Preferred Brand Preferred Brand Drugs	$35	$35	$70	$70	$70
Tier 4 - Non-Preferred Brand Non-Preferred Brand Drugs	$50	$50	$100	$100	$100
Tier 5 - Specialty Includes high-cost/unique generic and brand drugs	$50	$50	Limited to one-month supply	Limited to one-month supply	Limited to one-month supply

If you reside in a long-term care facility, your cost share is the same as a 30 day supply at a retail pharmacy and you may receive up to a 31 day supply.

You won't pay more than $35 for a one-month supply or $105 for up to a three-month supply of each covered insulin product regardless of the cost-sharing tier.

Catastrophic Coverage: You pay $0 for covered Part D prescription drugs.

Catastrophic Coverage benefits start once the CMS-determined annual out-of-pocket threshold of $2,000 for covered Part D prescription drugs is reached.

Maximum Out-of-Pocket $400

This is a supplemental benefit that reduces cost sharing for all covered prescription drugs to $0 once the total you pay out of pocket reaches the amount listed above.

Requirements:	
Precertification	Applies
Step-Therapy	Applies

Non-Part D Supplemental Benefit

- Agents used for cosmetic purposes or hair growth
- Agents used for Miscellaneous
- Agents used to promote fertility
- Agents when used for the symptomatic relief of cough and colds
- Agents when used for the treatment of sexual or erectile dysfunction (ED)
- Agents when used for weight loss
- Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations

Medical Disclaimers

For more information about Aetna plans, go to **www.AetnaRetireePlans.com** or call Member Services toll-free at 1-888-267-2637 (TTY: 711). Hours are 8 a.m. to 9 p.m. EST, Monday through Friday.

The provider network may change at any time. You will receive notice when necessary.

In case of emergency, you should call 911 or the local emergency hotline. Or you should go directly to an emergency care facility.

The complete list of services can be found in the Evidence of Coverage (EOC). You can request a copy of the EOC by contacting Member Services at 1-888-267-2637 (TTY: 711). Hours are 8 a.m. to 9 p.m. EST, Monday through Friday.

The following is a partial list of what isn't covered or limits to coverage under this plan:

- Services that are not medically necessary unless the service is covered by Original Medicare or otherwise noted in your Evidence of Coverage
- Plastic or cosmetic surgery unless it is covered by Original Medicare

- Custodial care
- Experimental procedures or treatments that Original Medicare doesn't cover
- Outpatient prescription drugs unless covered under Original Medicare Part B

You may pay more for out-of-network services. Prior approval from Aetna is required for some network services. For services from a non-network provider, prior approval from Aetna is recommended. Providers must be licensed and eligible to receive payment under the federal Medicare program and willing to accept the plan.

Out-of-network/non-contracted providers are under no obligation to treat Aetna members, except in emergency situations. Please call our Customer Service number or see your Evidence of Coverage for more information, including the cost-sharing that applies to out-of-network services.

Aetna will pay any non contracted provider (that is eligible for Medicare payment and is willing to accept the Aetna Medicare Plan) the same as they would receive under Original Medicare for Medicare covered services under the plan.

Pharmacy Disclaimers

Aetna's retiree pharmacy coverage is an enhanced Part D Employer Group Waiver Plan that is offered as a single integrated product. The enhanced Part D plan consists of two components: basic Medicare Part D benefits and supplemental benefits. Basic Medicare Part D benefits are offered by Aetna based on our contract with CMS. We receive monthly payments from CMS to pay for basic Part D benefits. Supplemental benefits are non-Medicare benefits that provide enhanced coverage beyond basic Part D. Supplemental benefits are paid for by plan sponsors or members and may include benefits for non-Part D drugs. Aetna reports claim information to CMS according to the source of applicable payment (Medicare Part D, plan sponsor or member).

Aetna's pharmacy network includes limited lower-cost, preferred pharmacies in Suburban Arizona, Suburban Illinois, Urban Kansas, Rural Michigan, Urban Michigan, Urban Missouri, Urban Pennsylvania, Suburban Utah, Suburban West Virginia, Suburban Wyoming. The lower costs advertised in our plan materials for these pharmacies may not be available at the pharmacy you use. For up-to-date information about our network pharmacies, including whether there are any lower-cost preferred pharmacies in your area, please call 1-866-241-0357 (TTY: 711) or consult the online pharmacy directory at http://www.aetnaretireeplans.com.

The formulary and/or pharmacy network may change at any time. You will receive notice when necessary.

You must use network pharmacies to receive plan benefits except in limited, non-routine circumstances as defined in the EOC. In these situations, you are limited to a 30 day supply.

Pharmacy clinical programs such as precertification, step therapy and quantity limits may apply to your prescription drug coverage.

Members who get “extra help” don’t need to fill prescriptions at preferred network pharmacies to get Low Income Subsidy (LIS) copays.

Specialty pharmacies fill high-cost specialty drugs that require special handling. Although specialty pharmacies may deliver covered medicines through the mail, they are not considered “mail-order pharmacies.” Therefore, most specialty drugs are not available at the mail-order cost share.

The typical number of business days after the mail order pharmacy receives an order to receive your shipment is up to 10 days. Enrollees have the option to sign up for automated mail order delivery. If your mail order drugs do not arrive within the estimated time frame, please contact us toll-free at 1-866-241-0357, 24 hours a day, 7 days a week. TTY users call 711.

There are three general rules about drugs that Medicare drug plans will not cover under Part D. This plan cannot:

- Cover a drug that would be covered under Medicare Part A or Part B.
- Cover a drug purchased outside the United States and its territories.
- Generally cover drugs prescribed for “off label” use, (any use of the drug other than indicated on a drug's label as approved by the Food and Drug Administration) unless supported by criteria included in certain reference books like the American Hospital Formulary Service Drug Information, the DRUGDEX Information System and the USPDI or its successor.

Additionally, by law, the following categories of drugs are not normally covered by a Medicare prescription drug plan unless we offer enhanced drug coverage for which additional premium may be charged. These drugs are not considered Part D drugs and may be referred to as “exclusions” or “non-Part D drugs”. These drugs include:

- Drugs used for the treatment of weight loss, weight gain or anorexia
- Drugs used for cosmetic purposes or to promote hair growth
- Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations
- Outpatient drugs that the manufacturer seeks to require that associated tests or monitoring services be purchased exclusively from the manufacturer as a condition of sale

- Drugs used to promote fertility
- Drugs used to relieve the symptoms of cough and colds
- Non-prescription drugs, also called over-the-counter (OTC) drugs
- Drugs when used for the treatment of sexual or erectile dysfunction

Your plan includes supplemental coverage for some drugs not typically covered by a Medicare Part D plan. Refer to the "Non-Part D Supplemental Benefit" section in the chart above. Non-Part D drugs covered under the enhanced drug benefit can be purchased at the appropriate plan copay. Copayments and other costs for these prescription drugs will not apply toward the deductible, initial coverage limit or true out-of-pocket threshold. Some drugs may require prior authorization before they are covered under the plan.

Plan Disclaimers

Aetna Medicare is a HMO and PPO plan with a Medicare contract. Enrollment in our plans depends on contract renewal.

Plans are offered by Aetna Health Inc., Aetna Health of California Inc., Aetna Life Insurance Company and/or their affiliates (Aetna). Participating physicians, hospitals and other health care providers are independent contractors and are neither agents nor employees of Aetna. The availability of any particular provider cannot be guaranteed, and provider network composition is subject to change.

See Evidence of Coverage for a complete description of plan benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by service area.

The formulary, provider and/or pharmacy network may change at any time. You will receive notice when necessary.

Resources For Living is the brand name used for products and services offered through the Aetna group of subsidiary companies.

If there is a difference between this document and the Evidence of Coverage (EOC), the EOC is considered correct.

You can read the *Medicare & You 2025* Handbook. Every year in the fall, this booklet is mailed to people with Medicare. It has a summary of Medicare benefits, rights and protections, and answers to the most frequently asked questions about Medicare. If you don't have a copy of this booklet, you can get it at the Medicare website (http://www.medicare.gov) or by calling 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

ATTENTION: If you speak another language, language assistance services, free of charge, are available to you. Call 1-888-267-2637 (TTY: 711). Spanish: ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-267-2637 (TTY: 711). Traditional Chinese: 注意：如果您使用中文，您可以免費獲得語言援助服務。請致電 1-888-267-2637 (TTY: 711).

You can also visit our website at http://www.aetnaretireeplans.com. As a reminder, our website has the most up-to-date information about our provider network (Provider Directory) and our list of covered drugs (Formulary/Drug List).

English: We have free interpreter services to answer any questions you may have about our health or drug plan. To get an interpreter, just call us at 1-800-307-4830. Someone who speaks English/Language can help you. This is a free service.

Spanish: Tenemos servicios de intérprete sin costo alguno para responder cualquier pregunta que pueda tener sobre nuestro plan de salud o medicamentos. Para hablar con un intérprete, por favor llame al 1-800-307-4830. Alguien que hable español le podrá ayudar. Este es un servicio gratuito.

Chinese Mandarin: 我们提供免费的翻译服务，帮助您解答关于健康或药物保险的任何疑 问。如果您需要此翻译服务，请致电 1-800-307-4830。我们的中文工作人员很乐意帮助您。 这是一项免费服务。

Chinese Cantonese: 您對我們的健康或藥物保險可能存有疑問，為此我們提供免費的翻譯 服務。如需翻譯服務，請致電 1-800-307-4830。我們講中文的人員將樂意為您提供幫助。這 是一項免費服務。

Tagalog: Mayroon kaming libreng serbisyo sa pagsasaling-wika upang masagot ang anumang mga katanungan ninyo hinggil sa aming planong pangkalusugan o panggamot. Upang makakuha ng tagasaling-wika, tawagan lamang kami sa 1-800-307-4830. Maaari kayong tulungan ng isang nakakapagsalita ng Tagalog. Ito ay libreng serbisyo.

French: Nous proposons des services gratuits d'interprétation pour répondre à toutes vos questions relatives à notre régime de santé ou d'assurance-médicaments. Pour accéder au service d'interprétation, il vous suffit de nous appeler au 1-800-307-4830. Un interlocuteur parlant Français pourra vous aider. Ce service est gratuit.

Vietnamese: Chúng tôi có dịch vụ thông dịch miễn phí để trả lời các câu hỏi về chương sức khỏe và chương trình thuốc men. Nếu quí vị cần thông dịch viên xin gọi 1-800-307-4830 sẽ có nhân viên nói tiếng Việt giúp đỡ quí vị. Đây là dịch vụ miễn phí .

German: Unser kostenloser Dolmetscherservice beantwortet Ihren Fragen zu unserem Gesundheits- und Arzneimittelplan. Unsere Dolmetscher erreichen Sie unter 1-800-307-4830. Man wird Ihnen dort auf Deutsch weiterhelfen. Dieser Service ist kostenlos.

Korean: 당사는 의료 보험 또는 약품 보험에 관한 질문에 답해 드리고자 무료 통역 서비스를 제공하고 있습니다. 통역 서비스를 이용하려면 전화 1-800-307-4830번으로 문의해 주십시오. 한국어를 하는 담당자가 도와 드릴 것입니다. 이 서비스는 무료로 운영됩니다.

Russian: Если у вас возникнут вопросы относительно страхового или медикаментного плана, вы можете воспользоваться нашими бесплатными услугами переводчиков. Чтобы воспользоваться услугами переводчика, позвоните нам по телефону 1-800-307-4830. Вам окажет помощь сотрудник, который говорит по-русски. Данная услуга бесплатная.

Arabic:
إننا نقدم خدمات المترجم الفوري المجانية للإجابة عن أي أسئلة تتعلق بالصحة أو جدول الأدوية لدينا. للحصول على مترجم فوري، ليس عليك سوى الاتصال بنا على 1-800-307-4830. سيقوم شخص ما يتحدث العربية بمساعدتك. هذه خدمة مجانية.

Hindi: हमारे स्वास्थ्य या दवा की योजना के बारे में आपके किसी भी प्रश्न के जवाब देने के लिए हमारे पास मुफ्त दुभाषिया सेवाएँ उपलब्ध हैं. एक दुभाषिया प्राप्त करने के लिए, बस हमें 1-800-307-4830 पर फोन करें. कोई व्यक्ति जो हिन्दी बोलता है आपकी मदद कर सकता है. यह एक मुफ्त सेवा है.

Italian: È disponibile un servizio di interpretariato gratuito per rispondere a eventuali domande sul nostro piano sanitario e farmaceutico. Per un interprete, contattare il numero 1-800-307-4830. Un nostro incaricato che parla Italianovi fornirà l'assistenza necessaria. È un servizio gratuito.

Portugués: Dispomos de serviços de interpretação gratuitos para responder a qualquer questão que tenha acerca do nosso plano de saúde ou de medicação. Para obter um intérprete, contacte-nos através do número 1-800-307-4830. Irá encontrar alguém que fale o idioma Português para o ajudar. Este serviço é gratuito.

French Creole: Nou genyen sèvis entèprèt gratis pou reponn tout kesyon ou ta genyen konsènan plan medikal oswa dwòg nou an. Pou jwenn yon entèprèt, jis rele nou nan 1-800-307-4830. Yon moun ki pale Kreyòl kapab ede w. Sa a se yon sèvis ki gratis.

Polish: Umożliwiamy bezpłatne skorzystanie z usług tłumacza ustnego, który pomoże w uzyskaniu odpowiedzi na temat planu zdrowotnego lub dawkowania leków. Aby skorzystać z pomocy tłumacza znającego język polski, należy zadzwonić pod numer 1-800-307-4830. Ta usługa jest bezpłatna.

Japanese: 当社の健康 健康保険と薬品 処方薬プランに関するご質問にお答えするため に、無料の通訳サービスがありますございます。通訳をご用命になるには、1-800-307-4830にお電

話ください。日本語を話す人 者 が支援いたします。これは無料のサービスです。

Hawaiian: He kōkua māhele ʻōlelo kā mākou i mea e pane ʻia ai kāu mau nīnau e pili ana i kā mākou papahana olakino a lāʻau lapaʻau paha. I mea e loaʻa ai ke kōkua māhele ʻōlelo, e kelepona mai iā mākou ma 1-800-307-4830. E hiki ana i kekahi mea ʻōlelo Pelekānia/ʻŌlelo ke kōkua iā ʻoe. He pōmaikaʻi manuahi kēia.

*****This is the end of this plan benefit summary*****

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Y0001_GRP_1099_3732a_2021_M

Contract: Aetna Life Insurance Company

FUSD Contract Administrator:
Steven.Shubin@fresnounified.org

Original Agreement June 9, 2023

Fresno Unified School District

PURCHASING

4498 N. Brawley
Fresno, CA 93722
559-457-3588

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

Aetna Life Insurance Company	*151 Farmington Ave., Hartford, CT 06156*
Vendor Name	***Address***
Phone Number	***Vendor Contact***
From: 7/1/2023	**Through:** 12/31/2025
Term (Duration)	
FUSD Contract Administrator: Steven Shubin	Benefits Department (559)457-3539
Name	*Site/ Dept* *telephone number*

Budget *(Fund-Unit-Dept.-Activity-Object)* 670-0880-0841-6000-0000-5856

Annual Cost $ 17 mil (Contract will not be authorized to exceed this amount w/o BOE approval)

Fingerprint Requirements: *All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.* ***Yes*** ☐ ***No*** ☒

Scope of Work Summary:

Contractor agrees to provide Medicare Advantage PPO medical plan for Medicare-eligible participants

Date Item is to appear on **Board of Education Agenda:** ***(Contracts of $15,000.00 or more)*** **06/21/2023**

Reviewed & approved by **Cabinet Level Officer:** Patrick Jensen (Jun 9, 2023 10:16 PDT) Jun 9, 2023

Signed *Date*

Reviewed & approved by **Executive Director, Risk Management:** 6/8/2023

Signed *Date*

Please return signed contract to: Christina Everitt Christina.Everitt@fresnounified.org Payroll Department (559)457-3539

Name *Department* *Telephone*

Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget:	670-0880-0841-6000-0000-5856
District Contact Person:	Steven Shubin
Budget Manager Approval:	
Contractor's Vendor Name:	Aetna Life Insurance Company
Contractor's Contact Person:	Andrea P. O'Day
Contractor's Title:	Sr. Account Director, Group Retiree Solutions
Contractor's Telephone Number:	770-876-4488
Contractor's E-mail:	odayap@aetna.com
Contractor's Address:	151 Farmington Ave., Mail Code KY001H, Hartford, CT 06156
Contractor's Taxpayer ID# or SSN#:	06-6033492

This Independent Contractor Services Agreement is made and entered into effective 7/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Aetna Life Insurance Company ("Contractor").

Scope of Services, Term and Compensation

1. Contractor Services. Contractor agrees to provide Medicare Advantage PPO medical plan for Medicare-eligible participants

2. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor under applicable Federal and California State law, and not an officer, employee, agent, partner, or joint venture of the District.

3. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

4. Term. This Agreement shall begin on 7/1/2023, and renew for subsequent 12 month beginning. on January 1, 2024. There shall be no extension of the term of the agreement without express written consent from all parties.

5. Compensation. Checks will be made payable to Aetna. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 6. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice in accordance with the terms of the Medicare Group Agreement. District shall pay any premium due through any grace period described in the Financial Documents incorporated into the Medicare Group Agreement up to the day of termination.

6. Incidental Expenses:

☐ **Yes** (see below) ☒ **No**, Vendor initial here _____

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

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

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

10. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon sixty (60) days prior written notice of when such termination will become effective in accordance with the terms of the Medicare Group Agreement. The notice shall specify the effective date of the termination, which shall be the first day of the month, and the Plan(s) and Service Areas to be terminated if not the entire Medicare Group Agreement. (*Note: Aetna requires 60 days' notice of termination to ensure sufficient time to meet the CMS requirement to provide Members with at least 21 calendar days' notice of termination.*) In the event of early termination, Contractor shall be paid for services 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, 14, 17, and 18; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 5 and 6.

    There shall be no additional fee to process claims incurred but not reported prior to the termination of this Agreement (Run-Out Claims). Any such Run-Out Claim fees or related costs are expressly included in the Payment set forth in Paragraph 5 of this Agreement.

11. Transfer of Data. Following termination of the Agreement, and upon payment of all undisputed premium and fees by the District, Contractor shall transfer the District and participant relevant data necessary to administer the plan to the successor carrier. Such data shall be transferred to the successor carrier at the direction of the District as soon as readily available after the effective date of termination.

Confidentiality

12. **Confidential Information**

    a. For the purposes of this Agreement and Medicare Group Agreement, "Confidential Information" includes

any written, oral, electronic, visual or fixed in any tangible medium of expression, proprietary or Business Confidential 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, 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. This includes, but is not limited to, either Party's services, operations, systems, programs, inventions, techniques, suppliers, customers and prospective customers, contractors, costs and pricing data, trade secrets, know-how, processes, plans, designs and other information of or relating to either Party's business.

For the avoidance of doubt:

The term "Business Confidential Information" as it relates to the District means the District identifiable business proprietary data, procedures, materials, lists and systems, but does not include Protected Health Information ("PHI") as defined by HIPAA or other claims-related information.

The term "Business Confidential Information" as it relates to Contractor means the Contractor identifiable business proprietary data, rates, fees, provider discount or payment information, procedures, materials, lists and systems.

b. The Parties hereby agree 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, contracted 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 either Party becomes aware of any disclosure or use not in compliance with this Agreement, the Party shall notify the other Party in writing within ten (10) business days. The Parties shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.b. Upon the request of the District, Contractor shall provide a written acknowledgement that each of its Representatives is bound by agreements with substantially the same terms of this Paragraph 13.b. The Party in breach, as applicable, shall be responsible to the other Party for any breach of this Agreement by its respective employees, agents, consultants, or authorized representatives.

c. The Parties' 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;(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; and (d) the information was already known by or available to the receiving party prior to the disclosure by the other party on a non-confidential basis Except in accordance with the requirements of this Section 12, neither Party nor its employees, agents, consultants, or authorized representatives may disclose, or permit to be disclosed, Confidential Information of the other Party as an expert witness in any proceeding, or in response to a request for information by oral questions, interrogatories, document requests, subpoena, civil investigative demand, formal or informal investigation by any government agency, judicial process or otherwise.

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid non-appealable court order; or (b) in the opinion of legal counsel for the Parties, is otherwise required by law, provided that in either circumstance, if it is reasonably possible to do so:

   i. The Party receiving the request for disclosure shall furnish the other Party with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

   ii. The Party receiving the request for disclosure shall give the other Party reasonable prior notice of its intention to disclose Confidential Information in order to allow an opportunity to seek appropriate protection; and

   iii. The Parties shall take reasonable steps to restrict the disclosure of Confidential Information.

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 such Confidential Information, the District does not

grant any express or implied right to Contractor to use, publish or disclose any of such Confidential Information. After its review of such Confidential Information Contractor will return to the District all such Confidential Information disclosed to it (including copies or summaries of such Confidential Information), or with the District's permission destroy such Confidential Information and certify in writing that it has been destroyed.

f. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the Parties and that, to protect against such harm, the Parties 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 Parties' 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.

Indemnification, Insurance, and Taxes

13. Indemnity. The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board from and against that portion of any and all claims, damages, losses, and expenses (including, but not limited to attorney's fees, accounting fees, and costs including fees of consultants to the extent permitted by law) alleged or incurred directly arising out of or directly resulting from: performance of the contract (including, but not limited to) the Contractor's use of the site; the Contractor's completion of the duties under the contract; damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board for any act, omission, negligence, or misconduct of the Contractor or their respective Agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

    Contractor will discharge its obligations under this Agreement with that level of reasonable care which a similarly situated services provider would exercise under similar circumstances. Contractor shall observe the standard of care and diligence required of a fiduciary under applicable state law.

    The District and Contractor agree that: (i) health care providers are not the agents or employees of the District or Contractor and neither party renders medical services or treatments to Plan Participants; (ii) health care providers are solely responsible for the health care they deliver to Plan Participants, and neither the District nor the Contractor is responsible for the health care that is delivered by health care providers; and (iii) the indemnification obligations in this Section 14 do not apply to any portion of any loss relating to the acts or omissions of health care providers with respect to Plan Participants.

    For the purposes of this Agreement, "Agent" means a representative who is authorized to act for or in the place of a party to this Agreement but does not include:

    (ii) health care providers; or

    (ii) licensed producers such as brokers.

14. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Agreement: (1) 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) dollars annual aggregate limit; (2) 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; (3) Errors and Omissions Insurance with a policy limit of no less than $5 million ($5,000,000) dollars; and (4) a Cyber liability policy shall be maintained with a limit of not less than ($10,000,000) dollars per claim. The Commercial General Liability policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event the Contractor's policy should have an exclusion for sexual molestation or abuse claims, then Contractor shall be required to procure a supplemental policy providing such coverage. The District shall be included as an additional insured on the Commercial General Liability and Business Automobile Liability policies by separate endorsement (blanket endorsements are acceptable). A Certificate of Insurance and Endorsements shall be attached to the Agreement as proof of insurance. The Contractor's policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. Contractor shall produce the policy for District, upon

request.

15. 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. In particular, 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 such applicable taxes.

16. 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.

Dispute Resolution

17. Governing Law. The Medicare Group Agreement shall be governed and construed in accordance with applicable federal law and the applicable law, if any, of the State of California. Venue shall be in the appropriate court in Fresno, California.

18. Arbitration. If any dispute arises concerning the performance, interpretation, or enforcement of this Agreement, the Parties hereto agree that such matter shall be determined by arbitration, upon the written request of one party given to the other. Such arbitration shall be conducted in the County of Fresno, California and shall be in accordance with the American Arbitration Association under its Commercial Arbitration Rules then in effect. Any award under such arbitration, including any award for damages, may be entered in any court having jurisdiction thereof.

Miscellaneous

19. Written Notice. Any notice or other communication hereunder must be given in writing and either (a) delivered by email, (b) delivered in person, (c) delivered by FedEx or similar commercial delivery service, or (d) mailed by certified mail, postage prepaid, return receipt requested, to the Party to which such notice or communication is to be given, at the address first set forth below or to such other address as either party shall have last designated by such notice to the other Party.

    Each such notice or other communication shall be effective (a) if sent by email, on the date that the email is received, however, if the time of deemed receipt of any notice is not before 5:00 p.m. local time on a business day at the address of the recipient it is deemed to have been received at the commencement of business on the next business day, (b) if given by mail, five (5) days after such communication is deposited in the mail and addressed as aforesaid, (c) if given by FedEx or similar commercial delivery service, one (1) business day after such communication is deposited with such service and addressed as aforesaid, and (d) if given by any other means, when actually received.

District:
Executive Director of Purchasing
Purchasing Department
Fresno Unified School District
4498 N. Brawley Avenue
Fresno, CA 93722

cc:
Executive Officer
Payroll and Benefits Department
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93722

Contractor: Aetna Life Insurance Company
Name: Michael Ludwick
Address: 151 Farmington Ave
Mail Code: CT1501
Hartford, CT 06156

cc: Steven Shubin
Benefits & Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

20. Entire Agreement. The Medicare Group Agreement and this Agreement are intended by the Parties as the final expression of their agreement with respect to such terms as are included in the Medicare Group Agreement and herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

21. 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.

22. 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.

23. 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. The Parties agrees that they shall comply with all applicable legal requirements, including provisions of the CMS/Regulatory Addendum as part of the Medicare Group Agreement, for the performance of their duties under this Agreement and that failure to do shall constitute material breach.

24. 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.

25. Severability. If any term or provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by court of competent jurisdiction, then to the extent necessary to make such provision or this Agreement legal, valid or otherwise enforceable, such term or provision will be limited, construed or severed and deleted from this Agreement, and the remaining portion of such term or provision and the remaining other terms and provision hereof shall survive, remain in full force and effect and continue to be binding, and will be interpreted to give effect to the intention of the Parties hereto insofar as that is possible.

26. Waiver Amendment. 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. Either Party's failure to implement, or insist upon compliance with, any provision of the Agreement or the terms of the EOC incorporated hereunder, at any given time or times, shall not constitute a waiver of that Party's right to implement or insist upon compliance with that provision at any other time or times

27. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable Federal and California State laws.

28. 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.

29. 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.

***

[SIGNATURES ON NEXT PAGE]

DISTRICT

Patrick Jensen (Jun 28, 2023 10:37 PDT)

Patrick Jensen
Interim Chief Financial Officer

Jun 28, 2023

Date

CONTRACTOR

Richard A. Frommeyer

Richard A. Frommeyer
Vice President

June 2, 2023

Date

Approved As To Form:

6/8/2023

Stacey Sandoval, Executive Director
Risk Management

May 1, 2023

Fresno Unified School District
2309 Tulare Street
Fresno, California, 93721
Plan Sponsor Unique No. TBD

Re: Medicare Group Application & Aetna Medicare Group Agreement

Dear Fresno Unified School District:

Enclosed is a copy of your signed Group Application(s) and Aetna Medicare Group Agreement ("Group Agreement") applicable to the fully insured Aetna/Coventry/SilverScript Group Medicare Advantage and/or Medicare prescription drug plans you have selected to offer (collectively "Group Medicare Plans").

We encourage you to review the enclosed Group Agreement in its entirety. Please note the following about your Group Agreement:

- The Group Agreement covers all fully insured Group Medicare Plans that you have selected to offer, and covers all Aetna/Coventry/SilverScript companies that underwrite those Plans. This means that you will receive only one Group Agreement for all Group Medicare Plans you have elected to offer. If you later choose to change your Group Medicare Plan offerings, please notify your account manager and you will be provided with a new Group Application to complete to reflect those changes.
- CMS requires that Aetna provide all Group Medicare Plan members with an Evidence of Coverage (EOC). The EOC is provided to members on an annual basis and provides a detailed description of the benefits available under the member's Group Medicare Plan. The EOC also includes information regarding coverage terms, cost-sharing and member rights and responsibilities. EOCs will be issued to your retirees enrolling in Group Medicare Plans in the fall of each year. Please contact your Aetna account representative if you would like a copy of any EOCs delivered to your retirees.

We appreciate your business. If you have any questions or concerns, please contact your account manager for assistance.

Sincerely,

Aetna
Enclosures

AETNA MEDICARE
GROUP AGREEMENT COVER SHEET

Contract Holder:	Fresno Unified School District
Plan Sponsor Unique (PSU) Number:	631
Effective Date:	12:01 a.m. on July 1, 2023
Term of Group Agreement:	The Initial Term shall be: From July 1, 2023 through December 31, 2023. Renews for subsequent 12-month term on January 1, 2024.
Premium Due Dates:	The Group Agreement Effective Date and the 1st day of each succeeding calendar month.

AETNA MEDICARE GROUP AGREEMENT

This Group Agreement is by and between the Aetna entity or entities identified in Section 1.2 below ("Aetna") and Fresno Unified School District (the "Contract Holder"). This Group Agreement takes effect on July 1, 2023 (the "Effective Date") if Aetna has accepted the Contract Holder's signed Group Application and received the initial premium. This Group Agreement remains in force until terminated.

This Group Agreement consists of the combination of the following documents:

- The **Evidence of Coverage** issued to Members in connection with this Group Agreement, including the attached Schedule of Copayments/Coinsurance (the "EOC"). The EOC is issued by Aetna to Members on an annual basis. Upon request, Aetna will provide Contract Holder with a copy of the EOC.
- The most recent **rate exhibits, plan designs, performance guarantees and financial conditions** issued by Aetna to the Contract Holder in connection with the original issuance and renewal of this Group Agreement, and, if Aetna is billing both the Contract Holder and Members a portion of the monthly premium, the **Service Agreement** between Aetna and Contract Holder that describes this split billing arrangement. These documents are collectively referred to herein as the "Financial Documents".
- This **Group Agreement**, including the attached CMS/Regulatory Requirements Addendum and the Addendum labeled "Aetna Medicare Advantage HMO Affiliate Addendum".
- Contract Holder's **Group Application** (the "Group Application").
- The Fresno Unified School District **Independent Contractor Agreement.**
- Any riders, amendments, inserts or attachments issued pursuant to any of the foregoing documents.

The Group Application, EOC and Financial Documents are collectively referred to as the "Incorporated Documents."

Aetna and Contract Holder agree as follows:

Section 1.COVERAGE

1.1 **Covered Benefits.** The Financial Documents identify the fully insured Aetna Medicare Plan(s) (the "Plan(s)") offered to the Contract Holder under this Group Agreement for the corresponding time periods and the service area(s) (the "Service Area(s)") where the Plans are offered. Aetna shall provide coverage to Members for all of the health care services and supplies that are covered by the Plan(s) (the "Covered Benefits").

1.2 **Aetna Insurer.** Aetna's Medicare Advantage PPO Plans are offered by Aetna Life Insurance Company, Coventry Health and Life Insurance Company, HealthAssurance Pennsylvania, Inc., and Coventry Health Care of Illinois, Inc. With regard to such Plans, "Aetna" means Aetna Life Insurance Company, Coventry Health and Life Insurance Company, HealthAssurance Pennsylvania, Inc., and Coventry Health Care of Illinois, Inc.

Aetna Medicare Rx Plans are offered by SilverScript Insurance Company. With regard to such Plans, "Aetna" means SilverScript Insurance Company,

With regard to Medicare Advantage HMO Plans, "Aetna" means the licensed HMO(s) identified in the Addendum to this Group Agreement labeled "Aetna Medicare Advantage HMO Affiliate Addendum".

Section 2. TERM

2.1 **Initial Term.** The initial term of this Group Agreement (the "Initial Term") will be 6 months beginning at 12:01 a.m. on July 1, 2023 (the "Effective Date").

2.2 **Subsequent Terms.** This Group Agreement will renew for subsequent 12 month beginning at 12:01 a.m. on January 1, 2024, with mutual agreement by the parties, unless sooner terminated prior to the commencement of the Subsequent Term, pursuant to Section 5 of this Group Agreement or Section 10 of the Independent Contractor Services Agreement.

Section 3. PREMIUMS

3.1 **Premiums.** Aetna uses three different methods for billing premiums. A monthly premium can either be billed to the Member ("Direct Billing"), to the Contract Holder ("Contract Holder Billing") or to both the Member and the Contract Holder ("Split Billing"). In some cases, Aetna uses multiple billing methods for the same Contract Holder. The Group Application will indicate the billing method(s) that apply to the Plan(s) under this Agreement. If Contract Holder and Aetna agree to change the billing method(s) applicable to the Plan(s) after the Initial Term, the Financial Documents will indicate the billing method(s) that apply to the Plan(s) under this Agreement. In all cases, the "Premium Due Date" shall be the Effective Date and the 1st day of each succeeding calendar month.

- For Members who are subject to Direct Billing, Aetna will charge the Member a monthly premium (the "Member Premium") determined by Aetna based on the Member Premium in effect on the Premium Due Date, as stated in the Financial Documents.
- Where Contract Holder Billing is applicable, Aetna will charge the Contract Holder a monthly premium (the "Contract Holder Premium") determined by Aetna based on the Contract Holder Premium in effect on the Premium Due Date, as stated in the Financial Documents.
- Where Split Billing is applicable, Aetna will charge the Contract Holder and each Member a monthly premium (comprised of both Member Premiums and Contract Holder Premiums aggregating to a "Split Billing Premium") determined by Aetna based on the Split Billing Premium in effect on the Premium Due Date, as stated in the Financial Documents.

"Member Premium", "Contract Holder Premium" and "Split Billing Premium" are collectively referred to herein as "Premium".

Members shall pay all Member Premium and the Contract Holder shall pay all Contract Holder Premium to Aetna on or before each Premium Due Date. Membership as of each Premium Due Date will be determined by Aetna in accordance with Aetna's Member records.

Aetna may change the rates for the Member Premium, the Contract Holder Premium and the Split Billing Premium and the Covered Benefits at the beginning of any Subsequent Term. The applicable Financial Document may identify certain circumstances when Aetna may change the rates for the

Contract Holder Premium or the Split Billing Premium (other than the Member Premium portion) during the Initial Term.

A Premium payment check does not constitute payment until it is honored by a bank. Aetna may return a check issued against insufficient funds without making a second deposit attempt.

Aetna may accept a partial payment of Premium without waiving the right to collect the entire amount due. If the Group Agreement terminates for any reason, the Members will continue to be held liable for all Member Premiums due and unpaid before the termination and the Contract Holder will continue to be held liable for all Contract Holder Premiums due and unpaid before the termination.

3.2 **Membership Adjustments.** Aetna may make retroactive additions of Members at its discretion based upon Aetna's eligibility and enrollment guidelines consistent with all Mandates. Such additions are subject to the payment of all applicable Premiums.

Aetna may also make retroactive adjustments to the Contract Holder's billings for the termination of Members, but only for a maximum of 1 billing periods.

SECTION 4 ENROLLMENT/DISENROLLMENT

4.1 **Enrollment.** The Contract Holder shall offer enrollment in the Plan(s) in compliance with all applicable Mandates as follows:

- At least once during the Term, the Contract Holder shall hold an open enrollment period ("Open Enrollment Period") when all eligible individuals may enroll in the Plan(s). The Open Enrollment Period shall be held at the same time as the open enrollment period for all other group health benefit plans being offered by the Contract Holder to retirees.
- The Contract Holder shall also enable all eligible individuals to enroll in the Plan(s) within 31 days of becoming eligible to receive coverage under the Plan(s).

All eligible individuals and dependents not enrolled in the Plan(s) within the Open Enrollment Period or within 31 days of becoming eligible may be enrolled during any subsequent Open Enrollment Period. Coverage under the Plan(s) will not become effective until confirmed by Aetna. The Contract Holder shall permit Aetna representatives to meet with eligible individuals and dependents during each Open Enrollment Period.

4.2 **Eligibility.** The Contract Holder shall not change the Open Enrollment Period or any other eligibility requirements of the Plan(s) unless Aetna agrees to the change in writing.

4.3 **Enrollment/Disenrollment Processing.** The Parties shall agree in advance who shall bear responsibility for enrollment and disenrollment transactions as set forth in the Group Application. The Party bearing responsibility for enrollment/disenrollment transactions shall perform the function in accordance with all applicable Mandates, including Mandates relating to timeframes for processing and submission of such transactions. All of the enrollment and disenrollment requirements described in this Group Agreement also apply to any third-party administrator retained by the Contract Holder to accept enrollment/disenrollment requests on its behalf.

Aetna will not be liable to Members for the fulfillment of any obligation before Aetna receives enrollment and eligibility information for the Member in a form satisfactory to Aetna. The Contract Holder must notify Aetna of the date in which a Member's eligibility ceases for the purpose of termination of coverage under this Group Agreement. Section 5.0 of the CMS/Regulatory Requirements Addendum includes additional details regarding enrollment and disenrollment requirements applicable to the Plan(s).

SECTION 5

5.1 Additional **Termination rights by Aetna.** Aetna may terminate this Group Agreement as described in this Section 5.1.

5.1.1 **Termination for Non-Payment of Premium**. An individual Member's coverage under this Group Agreement may be terminated by Aetna in compliance with Mandates if all Member Premiums are not received by Aetna from that Member within 3 months following the Premium Due Date (the "Member Grace Period"). If Member Premiums owed by 10 percent or more of Members remain unpaid at the end of the applicable Member Grace Period, Aetna may terminate the Group Agreement upon 30 days' prior written notice to the Contract Holder.

If the Contract Holder has not paid all Contract Holder Premiums within 30 days following the Premium Due Date (the "Contract Holder Grace Period"), Aetna may terminate the Group Agreement immediately upon notice to Contract Holder.

5.1.2 CMS Contract Termination, Non-Renewal & Service Area Reductions & Product Withdrawal.

(a) **Termination of Entire Group Agreement**. This Group Agreement shall terminate effective upon any anniversary of the Effective Date if Aetna will no longer offer any Plan in any Service Areas, because: (1) CMS terminates or otherwise non-renews the Aetna's CMS Contract, or (2) Aetna terminates its CMS Contract or reduce the Service Areas referenced in Aetna's CMS Contract.

Aetna may also terminate this Group Agreement upon 60 days' prior written notice to the Contract Holder (or such shorter notice as may be permitted by Mandates, but in no event less than 30 days) if Aetna ceases to offer a product or coverage in any market in which Members reside

(b) **Partial Termination of Group Agreement**. This Group Agreement may also be terminated in part as to a particular Plan within one or more Service Areas by Aetna upon any anniversary of the Effective Date if Aetna will no longer offer that Plan in any Service Areas because: (1) CMS terminates or otherwise non-renews the applicable Aetna CMS Contract, (2) Aetna terminates the applicable CMS Contract or reduce the Service Areas referenced in the applicable CMS Contract, or (3) Aetna or Contract Holder cease to meet

any Mandates applicable to offering the Plan(s), including the Service Area Extension Mandates described in the CMS/Regulatory Compliance Addendum, if applicable.

5.1.3 Additional Termination Rights. Aetna may also terminate this Group Agreement as follows:

(a) Immediately upon notice to the Contract Holder if the Contract Holder has committed fraud or any intentional misrepresentation of a material fact relevant to the coverage provided under this Group Agreement;

(b) Immediately upon notice to the Contract Holder if the Contract Holder no longer has any Member under the Plan(s) who resides in the Service Area;

(c) Upon 30 days' prior written notice to the Contract Holder if the Contract Holder (i) breaches a provision of this Group Agreement and such breach remains uncured at the end of the notice period; (ii) fails to meet Aetna's contribution or participation requirements applicable to this Group Agreement, as set forth in the applicable Financial Document; (iii) provides 30 days' written notice to Members stating that coverage under this Group Agreement will no longer be provided to Members; (iv) changes its eligibility or participation requirements without Aetna's consent; or (v) ceases to meet any Mandates applicable to offering the Plan(s), including the Service Area Extension Mandates described in the CMS/Regulatory Compliance Addendum, if applicable; or

(d) Upon 60 days' prior written notice to the Contract Holder if the Contract Holder is a member of an employer-based association group, and the Contract Holder's membership in the association ceases.

5.2 **Effect of Termination.** No termination of this Group Agreement will relieve Aetna or the Contract Holder from any obligation incurred under this Group Agreement before the date of termination. The Parties agree that termination of the Plan, disenrollment of Members from the Plan, and transition and continuity of care and coverage for Members will be consistent and comply with Mandates. The Parties agree to work together in good faith to help ensure an orderly transition of coverage for Members. When terminated, this Group Agreement and all coverage provided hereunder will end at 12:00 midnight on the effective date of termination. In the event of termination for any reason, the Contract Holder must continue to pay all Contract Holder Premiums due and unpaid before the termination, including Member Premiums and Contract Holder Premiums due during the applicable Member or Contract Holder Grace Period. Members also remain responsible for Member cost.

5.3 **Auto-Enrollment Upon Termination of Plan**. This Section 5.4 only applies if Contract Holder terminates this Group Agreement or any Plan is terminated in any Service Area, and Contract Holder elects to offer health insurance policies to Members through a public or private exchange in which Contract Holder participates.

If this Group Agreement is terminated or any Plan is terminated in any Service Area, certain Mandates permit Aetna to disenroll Members from the Plan and automatically enroll such Members in a comparable individual Medicare plan offered by Aetna ("Aetna Individual Medicare Plan"), unless the Member opts out or makes another health plan choice.

The Contract Holder agrees that if it establishes a Health Reimbursement Account ("HRA") and provides a subsidy for use by Members to pay health insurance premiums for individual health insurance policies, the Contract Holder will allow Members who are automatically enrolled in an Aetna Individual Medicare Plan as described in this Section 5.4 to continue to receive the same level of subsidy and use such HRA to pay the health insurance premium for the Aetna Individual Medicare Plan. The Contract Holder will not limit such Members' use of the HRA solely to health insurance policies issued through a public or private exchange in which the Contract Holder participates.

Section 6. PRIVACY AND SECURITY OF INFORMATION

6.1 **Compliance with Privacy and Security Laws.** Aetna and the Contract Holder shall each abide by all Mandates regarding the confidentiality and the safeguarding of individually identifiable health and other personal information, including the privacy and security requirements of HIPAA.

6.2 **Disclosure of Protected Health Information.** If Contract Holder determines that it needs protected health plan information ("PHI"), as defined in HIPAA, in connection with administration of the Plan, any such request shall be in accordance with 45 C.F.R. § 164.504(f) and other applicable Mandates.

Section 7. INDEPENDENT CONTRACTOR RELATIONSHIPS

7.1 **Relationship Between the Parties.** The relationship between the Parties is a contractual relationship between independent contractors. Neither Party is an agent or employee of the other in performing its obligations pursuant to this Group Agreement.

7.2 **Relationship Between Aetna and Network Providers.** The relationship between Aetna and providers contracted with Aetna to participate in the Plan(s)' provider network ("Network Providers") is a contractual relationship among independent contractors. Network Providers are not agents or employees of Aetna nor is Aetna an agent or employee of any Network Provider.

Network Providers are solely responsible for any health services rendered to their patients. Aetna makes no express or implied warranties or representations concerning the qualifications, continued participation, or quality of services of any Network Provider. A Network Provider's participation in the provider network for the Plan(s) may be terminated at any time without advance notice to the Contract Holder or Members, subject to Mandates. Network Providers provide health care diagnosis, treatment and services for Members. Aetna administers and determines Plan benefits.

Section 8. DEFINITIONS

8.1 "CMS" means the Centers for Medicare and Medicaid Services.

8.2 "CMS Contract" means the contract between Aetna and CMS under which Aetna offers the Plan(s) in the applicable time period.

8.3 "EOC" means the Evidence of Coverage, which is a document issued pursuant to this Group Agreement that outlines coverage for Members under the Plan(s). The EOC includes the Schedule of Copayments/Coinsurance and any riders or amendments.

8.4 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder.

8.5 "Mandates" means applicable laws, regulations and government requirements in effect during the Term of this Group Agreement including, without limitation, applicable Medicare laws, regulations and CMS requirements (including CMS manuals, memo guidance and other directives).

8.6 "Member" is a Medicare beneficiary who: (1) has enrolled in the Plan(s) and whose enrollment in the Plan(s) has been confirmed by CMS, and (2) is eligible to receive coverage under the Plan(s), subject to the terms and conditions of this Group Agreement and the EOC.

8.7 "Party, Parties" means Aetna and the Contract Holder.

8.8 "Term" means the Initial Term or any Subsequent Term.

Section 9 MISCELLANEOUS

9.1 **Delegation and Subcontracting.** Aetna may delegate functions and services under this Group Agreement to third party vendors (i.e., pharmacy, behavioral health vendors). Aetna's arrangements with third party vendors are subject to change in accordance with Mandates. Aetna shall be responsible for its third-party vendors, including their compliance with Mandates and other legal requirements.

9.2 **Disease Management and Care Management Programs.** From time to time, Aetna may offer programs that are designed to improve quality of care, ensure access to Covered Benefits or coordinate care delivered to Members under the Plan(s) ("Disease and Care Management Programs"). Aetna will administer Disease and Care Management Programs consistent with any applicable Mandates. The Contract Holder acknowledges that Aetna may alter or discontinue the Disease and Care Management Program offered to Members at any time, consistent with all Mandates.

9.3 **Claim Determinations and Administration of Covered Benefits.** Aetna is a fiduciary for the purpose of Section 503 of Title 1 of ERISA. Aetna has complete authority to determine whether and to what extent eligible individuals and beneficiaries are entitled to coverage and to construe any disputed or doubtful terms under this Group Agreement. Aetna shall be deemed to have properly exercised such authority unless it abuses its discretion by acting arbitrarily and capriciously. Aetna's review of claims may include the use of commercial software and other tools to take into account factors such as an individual's claims history, a provider's billing patterns, complexity of the service or treatment, amount of time and degree of skill needed and the manner of billing.

9.4 **Incontestability.** Except as to a fraudulent misstatement, or issues concerning Premiums due:

- No statement made by the Contract Holder or any Member shall be the basis for voiding coverage or denying coverage or be used in defense of a claim unless it is in writing.
- No statement made by Contract Holder shall be the basis for voiding this Group Agreement after it has been in force for two years from the Effective Date.

9.5 **Assignability.** No rights or benefits under this Group Agreement are assignable by Contract Holder to any other Party unless approved in advance by Aetna. Aetna may without Contract Holder's consent (but upon 30 days' written notice to Contract Holder) assign this Group Agreement to an affiliate, consistent with CMS requirements without the prior approval of the Contract Holder.

For purposes of this Section 9.6, an "affiliate" is defined as, any company that (i) controls, (ii) is controlled by or (iii) is under common control with Aetna or its parent corporation. A company shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company, whether through the ownership of voting securities, by contract, or otherwise.

9.6 **Waiver.** Either Party's failure to implement, or insist upon compliance with, any provision of this Group Agreement or the terms of the EOC incorporated hereunder, at any given time or times, shall not constitute a waiver of that Party's right to implement or insist upon compliance with that provision at any other time or times.

9.7 **Conflict.** In the event of a conflict between the terms of this Group Agreement, the Independent PPO Agreement and any of the Incorporated Documents or among any of the Incorporated Documents, the order of priority shall be as the listing of incorporated documents set forth in the second paragraph of this Group Agreement. Any riders, amendments, inserts and attachments shall have the same priority as the document to which they are attached.

9.8 **Third Parties.** This Group Agreement does not give any rights or impose any obligations on third parties except as specifically provided herein.

9.9 **Plan Non-Discrimination.** The Contract Holder shall not encourage or discourage enrollment in the Plan(s) based on health status or health risk and shall follow all applicable Mandates on non-discrimination.

9.10 **Force Majeure.** If due to circumstances not within Aetna's reasonable control, including but not limited to major disaster, epidemic, complete or partial destruction of facilities, riot, civil insurrection, disability of a significant part of Aetna's Network Providers or entities with whom Aetna has contracted for services under this Group Agreement, or similar causes, the provision of medical or hospital benefits or other services provided under this Group Agreement is delayed or rendered impractical, Aetna shall not have any liability or obligation on account of such delay or failure to provide services, except to refund the amount of the unearned prepaid Premiums held by Aetna on the date such event

occurs. Aetna is required only to make a good-faith effort to provide or arrange for the provision of services, taking into account the impact of the event.

9.11 **Use of the Aetna Name and all Symbols, Trademarks, and Service Marks.** Aetna controls the use of its name and all symbols, trademarks, and service marks presently existing or subsequently established. The Contract Holder shall not use any of them in advertising or promotional materials or in any other way without Aetna's prior written consent. The Contract Holder shall stop any and all use immediately upon Aetna's request or upon termination of this Group Agreement.

9.12 **Coordination of Benefits.** This Section 9.15 applies solely if the Contract Holder is a Member's former employer and the Member sustains a work-related injury before he or she leaves employment, regardless of when symptoms become evident. In such event, the Contract Holder shall protect Aetna's interests in any workers' compensation claims or settlements with any Member by reimbursing Aetna for all paid medical expenses which have occurred as a result of the work-related injury that is compensable or settled in any manner.

Upon Aetna's request, the Contract Holder shall also submit a monthly report to Aetna listing all workers' compensation cases for Members who have outstanding workers compensation claims involving the Contract Holder. The list shall contain the name of the Member, the date of loss and the diagnosis.

9.13 **Amendments.** This Group Agreement may be amended as follows:

- This Group Agreement shall be deemed to be automatically amended to conform with all Mandates promulgated at any time by any state or federal regulatory agency or authority having supervisory authority over Aetna;
- By mutual written agreement between both Parties; or
- By Aetna upon 30 days' written notice to the Contract Holder.

The Parties agree that an amendment does not require the consent of any Member or other person. Except for automatic amendments to comply with Mandates, all amendments to this Group Agreement must be approved and executed by Aetna.

9.14 **Clerical Errors.** Clerical errors or delays by Aetna in keeping or reporting data relative to coverage will not reduce or invalidate a Member's coverage. Upon discovery of an error or delay, an adjustment of Premiums shall be made. Aetna may also modify or replace a Group Agreement, EOC or other document issued in error.

9.15 **Misstatements.** If any fact as to the Contract Holder or a Member is found to have been misstated, an equitable adjustment of Premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

9.16 **Aetna Intellectual Property**. Under this Group Agreement, Contract Holder may have access to certain of Aetna's Customer reporting systems. Aetna represents that it has either the ownership rights or the right to use all of the intellectual property used by Aetna in providing services under this Group Agreement ("Aetna IP"). Aetna will grant Contract Holder, as a plan sponsor, a nonexclusive, non-assignable, royalty free, limited right to use certain of the Aetna IP for the purposes described in this Group Agreement. Contract Holder agrees not to modify, create derivative product from, copy, duplicate, decompile, dissemble, reverse-engineer or otherwise attempt to perceive the source code from which any software component of the Aetna IP is compiled or interpreted. Nothing in this Group Agreement shall be deemed to grant any additional ownership rights in, or any right to assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, the Aetna IP to Contract Holder.

Signed as of the Effective Date.

Aetna:

By: Richard A. Frommeyer

Richard A. Frommeyer
Vice President

Fresno Unified School District:

By: _____

Stacey Sandoval, Executive Director
Risk Management

Approved as to form:

By: _____

Patrick Jensen, Interim Chief Financial Officer

CMS/REGULATORY REQUIREMENTS ADDENDUM

The following provisions describe critical regulatory requirements that apply to all plan sponsors offering Aetna group Medicare plans, and they are included in this Group Agreement to ensure Aetna and Contract Holder's compliance with Mandates.

Section 1.0 CMS Uniform Premium Requirements.

1.1 **Medicare Advantage – Premium Requirements**. This Section 1.1 applies only if Aetna is offering a Medicare Advantage HMO or PPO Plan to Members, and Contract Holder and Members are paying any portion of the Premium for the Medicare Advantage benefit ("MA Premium").

Contract Holder will comply with the following conditions with respect to any subsidization of MA Premium and any required MA Premium contribution by the Member:

- Contract Holder may subsidize different amounts of MA Premium for different classes of Members and their dependents, provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly).
- MA Premium contribution levels cannot vary for Members within a given class.
- Direct subsidy payments from CMS to Aetna must be passed through to reduce the amount of any required MA Premium payment by the Member.

1.2 **Part D – Premium and Low-Income Subsidy Requirements**. This Section 1.2 applies only if Aetna is offering an Aetna Medicare Rx Plan or a Medicare Advantage HMO and/or PPO plan with Medicare prescription drug plan benefits to Members.

Contract Holder will comply with the following conditions with respect to any subsidization of that portion of Premiums paid by Contract Holder for the Medicare Prescription Drug benefit ("PD Premium") and any required PD Premium contribution by the Member:

- Contract Holder may subsidize different amounts of PD Premium for different classes of Members and their dependents, provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly). Classes of Members and their dependents cannot be based on eligibility for the Low-Income Subsidy ("LIS").
- PD Premium contribution levels cannot vary for Members within a given class.
- Direct subsidy payments from CMS to Aetna must be passed through to reduce the amount of any required PD Premium payment by the Member ("Member Contribution") so the Member in no event shall be required to pay more than the sum of: a) the standard Medicare Part D premium, net of the direct subsidy payment from CMS, and b) one hundred percent (100%) for any supplemental coverage selected by the Member.

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Contract Holder shall comply with the following conditions with respect to any LIS payment received from CMS for any LIS-eligible Member:

- Any monthly LIS payment received from CMS for an LIS-eligible Member shall be used to reduce any Member Contribution. Any remainder may then be used to reduce the amount of the Contract Holder's PD Premium contribution. However, if the sum of the Member Contribution and Contract Holder's PD Premium is less than the LIS payment, any portion of the LIS payment will be returned to CMS by Aetna.
- If the LIS payment for any LIS-eligible Member is less than the Member Contribution required by such individual (including the Member Contribution for supplemental benefits, if any), Contract Holder shall communicate with the LIS-eligible Member about the cost of remaining enrolled in Contract Holder's Plan versus obtaining coverage as an individual under another Medicare Part D Prescription Drug plan.
- In the event that the LIS-eligible Member is due a refund of the LIS payment (i.e., there was no upfront reduction of the PD Premium by the LIS amount), such refund shall be completed by Aetna or Contract Holder, as applicable, within 45 days of the date Aetna receives the LIS payment for that Member from CMS.

Section 2.0 Records.

2.1 **Maintenance of Information & Records**. Contract Holder agrees to maintain Information and Records (as those terms are defined in Section 2.2 below) in a current, detailed, organized and comprehensive manner and in accordance with Mandates, and to maintain such Information and Records for the longer of: (i) a period of ten (10) years from the end of the final contract period for the Plan(s), (ii) the date the U.S. Department of Health and Human Services, the Comptroller General or their designees complete an audit, or (iii) the period required by Mandates.

2.2 **Access to Information and Records**. Contract Holder will provide Aetna and federal, state and local governmental authorities having jurisdiction, directly or through their designated agents (collectively "Government Officials"), upon request, access to all books, records and other papers, documents, materials and other information (including, but not limited to, contracts and financial records), whether in paper or electronic format, relating to the arrangement described in this Group Agreement ('Information and Records"). Contract Holder agrees to provide Aetna and Government Officials with access to Information and Records for as long as it is maintained as provided in Section 2.1 above. Access to Information and Records will be provided within 14 calendar days of receipt of an applicable request, where practicable, and in no event later than the date required by an applicable law or regulatory authority.

2.3 **Survival**. The preceding provisions of this Section 2.0 shall survive termination of this Group Agreement regardless of the cause of termination.

Section 3.0 Medicare Secondary Payer Requirements. Records.

3.1 **Generally**. Aetna and Contract Holder agree to comply with all Medicare Secondary Payer ("MSP") Mandates that apply to Contract Holder, the Plan and Aetna ("MSP Requirements").

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3.2 **MSP Requirements Applicable to Medicare Beneficiaries Diagnosed with End Stage Renal Disease ("ESRD")**. Aetna and Contract Holder agree to comply with all MSP Requirements applicable to Contract Holder's active employees and retirees and their dependents who are Medicare beneficiaries diagnosed with ESRD ("ESRD Beneficiaries" or "ESRD Beneficiary"), including, without limitation, those MSP Requirements set forth in 42 U.S.C. § 1395y (b)(1)(C), 42 C.F.R. §§ 411.102(a), 411.161, and 411.162 and 42 C.F.R. §§ 422.106 and 422.108 ("ESRD MSP Requirements").

3.3 Contract Holder acknowledges and agrees that if an ESRD Beneficiary is eligible for or entitled to Medicare based on ESRD, the MSP Requirements require the commercial group health plan offered by Contract Holder ("GHP") to be the primary payer for the first 30 months of the ESRD Beneficiary's Medicare eligibility or entitlement ("30-month coordination period"), regardless of the number of employees employed by Contract Holder and regardless of whether the ESRD Beneficiary is a current employee or retiree.

3.4 To ensure Aetna's and Contract Holder's compliance with ESRD MSP Requirements, Contract Holder agrees to confirm to Aetna whether ESRD Beneficiaries are in their 30-month coordination period, and not seek to enroll ESRD Beneficiaries in the Plan(s) during their 30-month coordination period unless coverage under the GHP is maintained for such ESRD Beneficiaries for that period. If Contract Holder seeks to enroll an ESRD Beneficiary in a Plan, Contract Holder agrees to provide Aetna, upon request, with information or documentation to verify compliance with ESRD MSP Requirements, including any MSP reporting or other requirements established by CMS.

Section 4.0 Office of Foreign Asset Control. If coverage provided by the Group Agreement violates or will violate any economic or trade sanctions, the coverage is immediately considered invalid. For example, Aetna cannot make payments for health care or other claims or services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or a country under sanction by the United States, unless permitted under a written Office of Foreign Asset Control (OFAC) license.

Section 5.0 CMS Enrollment & Disenrollment Requirements.

5.1 To the extent that Contract Holder directly accepts enrollment and/or disenrollment requests from potential Members or Members that Contract Holder forwards to Aetna for processing and submission to CMS, Contract Holder will comply with all Mandates that relate to the handling and processing of enrollment and disenrollment requests that apply to the Plan(s). A Member's signature on an enrollment/disenrollment form must be dated prior to the requested enrollment/disenrollment effective date.

If requesting retroactive enrollment or disenrollment, Contract Holder will forward enrollment and disenrollment forms completed by potential Members or Members to Aetna no later than 90 days after the Member's enrollment or termination effective date. If there is a delay between the time a Member submits an enrollment/disenrollment request to Contract Holder and when the enrollment/disenrollment request is received by Aetna, the enrollment/disenrollment transaction may not be processed by CMS, unless Aetna requests and CMS approves a retroactive enrollment/disenrollment transaction for the Member. Aetna will determine whether to submit

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retroactive enrollment and disenrollment transaction requests to CMS and will make such determinations in accordance with Mandates.

All Members must be notified that they will be enrolled in a Plan. CMS requires that this notice be provided by Aetna or Contract Holder not less than 21 calendar days prior to the effective date of the Member's enrollment in the Plan to allow Members the opportunity to evaluate other available health plan options.

5.2 The effective date of enrollments and disenrollments in the Plan(s) cannot be earlier than the date the enrollment or disenrollment request was completed by a Member. If approved by CMS, the effective date of an enrollment or disenrollment may be retroactive up to, but may not exceed, 90 days from the date that Aetna received the enrollment or disenrollment request from the Contract Holder, and the enrollment or disenrollment form must be completed and signed by the Member prior to the requested enrollment or disenrollment effective date.

5.3 CMS does not permit retroactive termination of a Member's coverage under the Plan(s) if the Member no longer meets Contract Holder's eligibility criteria to remain enrolled in the Plan(s). To meet this CMS requirement, Contract Holder will provide Aetna with advanced written notice if Contract Holder chooses to terminate a Member's coverage under the Plan based on loss of eligibility, and Contract Holder acknowledges that the Member's prospective coverage termination effective date will be determined in accordance with Mandates.

5.4 If Contract Holder elects to change Plan coverage offered to Members or to terminate a Member's coverage under the Plan(s), Contract Holder must provide written notice to such Member(s) at least 21 calendar days prior to the effective date of the change in the Member's coverage or disenrollment from the Plan(s), as applicable. This written notice must include a description of how the Member can contact Medicare to obtain information regarding other Medicare Advantage or Medicare Part D plan options that may be available to the Member. Aetna will assist Contract Holder with developing appropriate notices.

5.5 Aetna reserves the right to notify Members of the involuntary termination of their coverage under this Group Agreement for any reason.

5.6 If eligible individuals are to be enrolled and/or disenrolled in the Plan(s) electronically, the electronic forms used for this process must be approved by CMS for use by the Plan(s) and conform to all Mandates applicable to format, data fields and other required information. Aetna will work with Contract Holder to develop appropriate electronic forms.

5.7 Electronic enrollments and disenrollments will be deemed effective on the first day of the month requested, subject to compliance with any applicable Mandates.

5.8 Contract Holder will produce, at Aetna's request, the original copy of any enrollment or disenrollment form or record received by Contract Holder.

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5.9 Contract Holder shall limit enrollment in the Plans to retirees who are Medicare eligible individuals and are receiving Employment-Based Retiree Coverage under a Group Health Plan sponsored by Contract Holder. Employment-Based Retiree Coverage means coverage of health care costs under a Group Health Plan based on an individual's status as a retired participant in the plan, or as the spouse or dependent of a retired participant. A Group Health Plan means a plan defined in Section 607(1) of ERISA or any other plan described in 42 C.F.R. § 422.106(d).

Section 6.0 Notices to Members.

6.1 **Notice re Changes.** Contract Holder will provide Members with written notice describing any changes made to premiums, benefits or other terms of the Plan(s) as required under Mandates. If Contract Holder does not distribute notices as required under this Section 6.0 Aetna may, at its discretion, distribute such notices to Members.

6.2 **Notice re Termination of Coverage**. Contract Holder will notify Members of the termination of the Plan(s) in compliance with Mandates. However, Aetna reserves the right to notify Members of termination or suspension of the Plan(s) for any reason. Contract Holder will provide written notice to Members of their rights upon termination of coverage as required under Mandates.

6.3 **Member Plan Materials.** The Contract Holder shall cause any Member Plan materials that have not been approved by CMS to comply with ERISA or, in the case of a non-ERISA Plan, any applicable alternative regulatory disclosure requirements.

6.4 **Plan Reporting and Disclosure Requirements.** The Contract Holder agrees that it is responsible for any and all Plan reporting and disclosure requirements imposed by ERISA and other applicable law, including updating the Summary of Benefits and Coverage (SBC) or Summary Plan Description (SPD) and other Plan documents and issuing any necessary summaries of material modifications to reflect any changes in benefits.

Section 7.0 Service Area Extension & Network Adequacy for Plan. This Section 7.0 only applies if Aetna is offering a Medicare Advantage PPO Plan to Members who reside in an Extended Service Area (as defined below).

To enable employers/unions to offer group Medicare Advantage ("MA") plans to all of their Medicare-eligible retirees/dependents wherever they reside, CMS has established a waiver of service area requirements ("Waiver") for organizations that are approved by CMS to offer MA plans ("MAOs"). Under this Waiver, MAOs offering a group MA plan in a given Service Area, can extend coverage to an employer/union sponsor's Medicare-eligible retirees/dependents residing outside of that Service Area, even if the MAO does not offer a provider network for the group MA plan ("Provider Network") that meets CMS network adequacy requirements in that Service Area ("Extended Service Area").

Aetna and Contract Holder agree that Aetna will use this Waiver to offer the Medicare Advantage PPO Plan to Members who reside in an Extended Service Area ("MA PPO Plan"). The Parties acknowledge that Aetna must

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meet certain CMS requirements to offer the MA PPO Plan in an Extended Service Area, and these requirements include, but are not limited to, the following:

(1) at least 51% of retirees/dependents who are currently enrolled in Aetna MA HMO or PPO plans offered by Contract Holder must be enrolled in an Aetna MA HMO or PPO plan that offers a Provider Network that meets CMS network adequacy requirements, and

(2) all Members who reside in an Extended Service Area must receive the same Covered Benefits at the preferred in-network cost-sharing for all Covered Benefits.

The Parties agree to comply with all Mandates that apply to use of this Waiver. Further, Contract Holder acknowledges and agrees that:

(1) Members who reside in an Extended Service Area do not have access to a Provider Network that meets CMS network adequacy requirements, and

(2) health care providers and suppliers that are not contracted with Aetna to participate in the Provider Network are not required to accept the Plan and furnish Covered Benefits to Members who reside inside or outside of an Extended Service Area, except as required under Mandates. Failure to meet CMS requirements of this Waiver may result in termination of the MA PPO Plan in Extended Service Areas.

Section 8.0 **Retiree-Only Plan.** Contract Holder represents that actively working employees and their dependents are not permitted to enroll in the Plan(s) and that by offering the Plan(s) it intends to create and maintain a retiree plan that is separate from its active plan.

Section 9.0 **Public Records Acts.** The Parties acknowledge that Contract Holder is a public entity and subject to state laws governing disclosure of public records. Contract Holder agrees that the confidential and proprietary information of Aetna which is in writing and marked as confidential and proprietary, shall be afforded protection under applicable law. Prior to disclosing such confidential and proprietary information of Aetna, Contract Holder shall immediately notify Aetna of any requests for information made by a third party pursuant to applicable state statute or local ordinance and shall further provide Aetna sufficient time to claim applicable exemptions and/or designate those portions of this information that constitute proprietary information exempt from disclosure under applicable state statute or local ordinance. Contract Holder further acknowledges that it will not release any information identified by Aetna as exempt from disclosure without first providing notice to Aetna of such intent and allowing Aetna to seek judicial relief to prevent such disclosure. Contract Holder agrees not to oppose any action of Aetna to obtain a declaratory judgment or other appropriate remedy. If a court thereafter determines that Contract Holder is legally required to disclose such proprietary information, Contract Holder shall disclose the minimum required pursuant to the court order.

NOT FOR DISTRIBUTION. THE INFORMATION CONTAINED HEREIN IS CONFIDENTIAL, PROPRIETARY AND CONSTITUTES TRADE SECRETS OF AETNA

AETNA MEDICARE ADVANTAGE HMO AFFILIATE ADDENDUM

Aetna's Medicare Advantage HMO Plans are offered by the following licensed HMOs or their successors in the following states:

State of Member's Permanent Residence	Aetna Affiliate offering the Plan[1]
Arizona, Colorado, Delaware, Illinois, Kansas, Kentucky, Maryland, Massachusetts, Missouri, Nevada, North Carolina, Ohio, Oklahoma, Pennsylvania, Tennessee, Virginia & District of Columbia	Aetna Health Inc., a Pennsylvania corporation
California	Aetna Health of California Inc.
Arkansas, Kansas, Missouri, Illinois & Oklahoma	Coventry Healthcare of Missouri, Inc.
Connecticut	Aetna Health Inc., a Connecticut corporation
Florida & Iowa	Aetna Health Inc., a Florida corporation
Georgia	Aetna Health Inc., a Georgia corporation
Louisiana	Aetna Health Inc., a Louisiana corporation
Maine	Aetna Health Inc., a Maine corporation
New Jersey	Aetna Health Inc., a New Jersey corporation
New York	Aetna Health Inc., a New York corporation
Texas	Aetna Health Inc., a Texas corporation
Utah & Wyoming	Aetna Health of Utah Inc.
West Virginia	Coventry Health Care of West Virginia, Inc.

With regard to Medicare Advantage HMO Plans, "Aetna" means the licensed HMO(s) identified in the above table corresponding to each Member's state of permanent residence ("Affiliate"). To the extent that there are no Members permanently residing in a state or states listed in this Addendum, the corresponding Affiliate is not a party to this Group Agreement. Aetna may without Contract Holder's consent (but upon 30 days' prior written notice to Contract Holder) update this Addendum to change the list of Affiliates from time to time, consistent with CMS requirements. Aetna will provide an updated list of Affiliates to Contract Holder on reasonable request.

[1] The Affiliates that offer Medicare Advantage HMO plans to Members in the states of Illinois and Missouri vary. Aetna will provide a list of Affiliates offering Medicare Advantage HMO plans to Members in these two states to Contract Holder on reasonable request.

MEDICARE ADVANTAGE RATE PROPOSAL

Plan Sponsor Name: **Fresno Unified School District**
Policy Period Start Date: **7/1/2023**
Policy Period End Date: **12/31/2023**

- Please refer to the Financial Conditions and Plan Design Exhibits for an outline of the level of benefits quoted, as well as the terms and conditions of this proposal.
- Benefits, premium, deductible, and/or copayments/coinsurance may change on January 1 of each year and are subject to CMS contract approval.
- All rates are on a Per Member Per Month (PMPM) basis.
- These rates exclude commissions.
- **Implementation/Communication Allowance -** We are including in the Aetna Medicare Plan ("Plan") costs an allowance of $1.29 per enrolled member per month up to a maximum of **$100,000** that may be used towards transition costs associated with moving to and implementing your new Plan.
- **Plan Eligibility -**This proposal assumes all members are retired and enrolled in Medicare Part A and Part B. If you have retirees that are not eligible for premium free Part A they must be enrolled in an Aetna Medicare Part B only plan and separate rates will be provided to cover these members.

Total Medicare Eligible Members	6,777

Medicare Eligibility	Lives	Plan		Proposed 2023 MA Rate	Proposed 2023 PD Rate	Proposed 2023 MAPD Rate
Medicare Parts A & B	6,735	Medical Plan 2 with Rx Plan A	MAPD (C04) ESA PPO Plan $0 Deductible with Rx $0/$9/$35/$50/$50 $400 OOP Max	$10.40	$218.00	$228.40
Medicare Part B Only	42	Medical Plan 2 with Rx Plan A	MAPD (C04) ESA PPO Plan $0 Deductible with Rx $0/$9/$35/$50/$50 $400 OOP Max	$519.40	$218.00	$737.40

FRESNO UNIFIED SCHOOL DISTRICT

Medical Plan 2 with Rx Plan A

Medical Plan Highlights:	**Medicare (C04) ESA PPO Plan**
	In-Network Benefits match Out-Of-Network Benefits
Annual Deductible	$0
Primary Care Physician Visits	$0
Physician Specialist Visits	$0
Inpatient Hospital Care	$0 per stay
Outpatient Surgery	$0
Emergency Care; Worldwide	$0
Urgently Needed Care; Worldwide	$0
Skilled Nursing Facility	$0 per day, days 1-100
Medical Annual Max Out-of-Pocket	$0

Pharmacy Plan Highlights:	**Rx $0/$9/$35/$50/$50**
Deductible	$0
Formulary	Comprehensive+
Network	P1
ICL Retail 30-Day Supply	T1: $0; T2: $10; T3: $35; T4: $50; T5: $50
ICL Preferred Retail 30-Day Supply	T1: $0; T2: $9; T3: $35; T4: $50; T5: $50
ICL Retail 90-Day Supply	T1: $0; T2: $20; T3: $70; T4: $100; T5: Limited to one-month supply
ICL Preferred Mail Order 90-Day Supply	T1: $0; T2: $18; T3: $70; T4: $100; T5: Limited to one-month supply
GAP Coverage	Gap Eliminated: Full Coverage in Gap - Generally the same cost sharing as Initial Coverage Phase; may be reduced when required by CMS
Catastrophic Coverage:	You pay $0.
Rx Annual Max Out-of-Pocket	$400

Not for Member Distribution. The benefits presented above are a high-level summary. Please review the Aetna MAPD Summary of Benefits for a more detailed list of covered services, member cost shares, services subject to deductibles and any plan limitations.

2023-2025 Rate Guarantee

The chart below outlines the Aetna Medicare Advantage and Part D (MAPD) guaranteed rates for 2023, 2024 and 2025 on a per member per month (PMPM) basis.

Medicare Eligibility	Lives	Plan		2023 Guaranteed Rate ($ PMPM)	2024 Guaranteed Rate ($ PMPM)	2025 Guaranteed Rate ($ PMPM)
Medicare Parts A&B	6,735	Medical Plan 2 with Rx Plan A	MAPD (C04) ESA PPO Plan $0 Deductible with Rx $0/$9/$35/$50/$50 $400 OOP Max	$228.40	$244.40	$260.40
Medicare Part B Only	42	Medical Plan 2 with Rx Plan A	MAPD (C04) ESA PPO Plan $0 Deductible with Rx $0/$9/$35/$50/$50 $400 OOP Max	$737.40	$799.40	$867.40

Conditions for the Guarantee

We reserve the right to revise or remove the guarantee if any of the following conditions are not met:

- Accurate Information: All of the information provided by you and/or your representative(s) for the development of this proposal is accurate.
- Premium Payment: Fresno Unified School District makes the required premium payments in accordance with the contract provisions.
- Full Replacement: Aetna group retiree benefits are a full replacement and the only group plan available for all current retirees subject to this Request for Proposal. All current retirees will be defaulted into the Aetna Medicare Advantage plans and must opt out if they want an individual market plan.
- Benefit Plan Changes: There are no changes to the products, programs, current or proposed benefit plans.
- Legislative, Regulatory or CMS Changes or Enforcement action: There are no legislative, regulatory or CMS changes or enforcement actions that cause a material change to taxes, fees, assessments, required benefits, funding levels, or the manner and/or cost of providing Medicare Advantage plan medical and/or Part D benefits or standalone PDP coverage.

- Medicare Part D: Aetna reserves the right to change the Medicare Part D premium or restructure the Part D plan design or formulary if any changes are made to the laws, rules, and/or regulations applicable to the Medicare Part D program. This includes, but is not limited to:

  - elimination of safe harbor protection under the federal Anti-Kickback Statute (AKS) for drug manufacturer rebates or other price concessions
  - establishment of new safe harbor protection under the AKS for certain point-of-sale reductions in drug pricing
  - mandatory point-of-sale rebates / price concessions*
  - changes to the drug manufacturer coverage gap discount program
  - changes to federal Part D subsidies, including changes to catastrophic reinsurance
  - statutory changes due to Part D reform**
  - the Part D rebate rule is not repealed

  * The CMS annual MA and Part D Final Rule for plan year 2023 ("Final Rule") eliminates post point-of-sale pharmacy price concessions. This policy will go into effect January 1, 2024. The MAPD pricing provided herein does not include any Part D rate increases that may be needed to reflect this Final Rule. Aetna is still analyzing and identifying all potential repercussions of this Final Rule. When all aspects of the Final Rule are fully evaluated, the MAPD rates may be increased.

  ** The Inflation Reduction Act of 2022 (the "Act") includes provisions that will result in Part D program changes for effective dates beginning in 2023. The MAPD guaranteed rates provided for the 2024 or 2025 plan year do not factor any adjustments needed to reflect Part D program changes resulting from passage of the Act. When all aspects of the Act are fully evaluated, the MAPD rates will be adjusted.

The premium developed in this proposal excludes any additional income-related Medicare Part D premium payments required of Medicare-eligible members in order for the member to be eligible for the Part D product. Aetna reserves the right to communicate with enrolled members regarding opportunities to reduce out of pocket prescription drug costs.

Aetna Inc. reserves the right to review and possibly modify or terminate the guarantee arrangement if there is enactment of legislation (either state or federal) which impacts the ability of Aetna Inc. to contract for efficient, cost effective pharmacy care.

Aetna reserves the right to communicate with enrolled members regarding opportunities to reduce out of pocket prescription drug costs.

This guarantee assumes that our current experience-rating renewal methodology for groups with at least 400 subscribers will continue to be the accepted and approved methodology for renewals effective 2024 or 2025. If this is not the case, this guarantee will be reviewed and may require revision.

The supplemental premium rates are limited to prescription drugs covered by the quoted formulary. Aetna reserves the right to adjust the level of the guaranteed increase per any request for formulary coverage expansion. Unless specifically addressed in this document, all previously provided Financial Conditions also apply to this Medicare Advantage Renewal Guarantee.

In developing the guarantee pricing for 2024 and 2025 we have assumed certain values for the Initial Coverage Limit (ICL) and True Out of Pocket (TrOOP) thresholds. The final ICL and TrOOP figures are announced by CMS in the final call letter each year. If the actual ICL amount should change by more than 10% and/or the TrOOP amount should change by more than 10% from the assumption below we reserve the right to modify the pricing.

Year	Initial Coverage Limit	Out Of Pocket Threshold (TrOOP)
2023	$4,660	$7,400
2024	$4,890 estimate	$7,800 estimate
2025	$5,140 estimate	$8,200 estimate

- Broker commissions: Rate and rate guarantees assume Aetna's standard commission schedule will be paid. Please refer to the commissions schedule provided to you by your Aetna representative.

- Pricing and Underwriting Basis: Total enrollment in combined MAPD coverage for any given plan year must not vary by more than 10% from the assumed enrollment of 6,777 members.

- Out-to-bid provision: All components of this guarantee will be terminated if the Medicare Advantage coverage is put out to bid for the 2024 or 2025 coverage periods.

Fresno Unified School District **July 1, 2023 through December 31, 2023**

Effective Date
The rates and benefit plan designs provided in this proposal are effective July 1, 2023 through December 31, 2023.

Definitions
For the purpose of this document: (1) "MA" means a group Medicare Advantage MA HMO and/or PPO plan without Medicare prescription drug coverage; (2) "MAPD" means a group MA HMO and/or PPO plan with Medicare prescription drug coverage; (3) "PDP" means a group standalone Medicare prescription drug plan; and (4) "ESA" means an MA PPO plan that uses a CMS-established waiver of service area requirements to offer coverage to eligible retirees/dependents who reside in an extended service area that does not offer a provider network that meets CMS network adequacy requirements.

The following conditions allow us to assess the potential financial impact and adjust premium rates, subject to applicable state and federal mandates:

- **Enrollment Assumptions –** The proposed rates assume member enrollment by plan type as outlined below:

	Product	Medicare Eligibility	Enrolled Members
Medical Plan 2 with Rx Plan A	MAPD (C04) ESA PPO Plan $0 Deductible with Rx $0/$9/$35/$90/$90 $400 OOP Max	Parts A&B	6,735
Medical Plan 2 with Rx Plan A	MAPD (C04) ESA PPO Plan $0 Deductible with Rx $0/$9/$35/$90/$90 $400 OOP Max	Parts B Only	42

  We reserve the right to rerate or restructure our rating if: a) the total enrollment varies by more than 10 percent from the enrollment assumption used in the enclosed rating or, b) if any site's enrolled membership expressed as a percent of total enrolled membership varies by more than +/- 10 percent from that assumed when rating the case. Aetna group retiree coverage does not extend to additional employer groups unless we are able to review supplemental census information and other underwriting information for appropriate financial review.

- **Full replacement** - This proposal assumes Aetna group retiree benefits will be a full replacement and the only plan for all current and future retirees from any source or other entity. If at any point in time during the period of the coverage, Aetna is not the full replacement plan, we reserve the right to revise, modify or terminate this proposal.

- **Legislative, Regulatory or Enforcement action** – Aetna reserves the right to rerate or restructure our rating for any legislative, regulatory or CMS changes or enforcement actions that cause a material change to taxes, fees, and assessments, required benefits, funding levels, or the manner and/or cost of providing Medicare Advantage with Part D Benefits.

- **Plan eligibility** -This proposal assumes members are retired and enrolled in Medicare Part A and Part B. If you have retirees that are not eligible for premium free Part A they must be enrolled in the Aetna Medicare Part B only plans that have been provided. Additionally, you represent that actively working employees and their dependents are not permitted to enroll in your group Aetna Medicare Advantage and/or standalone Medicare prescription drug plan(s) ("Plan(s)"), and that by offering the Plan(s) you intend to create and maintain a retiree plan that is separate from your active plan.

- **Employer contribution requirements** - This proposal assumes a minimum employer contribution level of 50% of the group premium for the Medical/Pharmacy plan. If the actual employer contribution differs from this assumed percentage, the medical and/or pharmacy rates and/or the plan offering are subject to revision.

- **Medicare Part D** - Aetna reserves the right to change the Medicare Part D premium, including the Medicare Part D component of the MAPD rate, or restructure the Part D plan design or formulary for the quoted plan year(s) if any changes are made to the laws, rules and/or regulations applicable to the Medicare Part D program.

  The premium developed in this proposal excludes any additional income-related Medicare Part D premium payments required of Medicare-eligible members in order for the member to be eligible for the Part D product.

  Aetna reserves the right to communicate with enrolled members regarding opportunities to reduce out of pocket prescription drug costs.

- **Medicare Part D Formulary** - The 2023 supplemental premium rate is limited to prescription drugs covered by our current formulary offering as of the date of this quote. Aetna reserves the right to adjust the 2023 premium if the formulary changes, per CMS review/approval of our 2023 formulary filing.

- **Rate and benefit approval** -This proposal is subject to Centers for Medicare and Medicaid Services ("CMS") annual filing approval for the Medicare Advantage and Medicare prescription drug contracts, applications, and service areas for calendar year 2023. Filed benefits, including cost sharing amounts and premiums, are subject to regulatory approval(s), where applicable, and are effective July 1, 2023 through December 31, 2023.

- **Timely premium payments** - If a premium payment is not paid in full on or before the premium due date, a late payment charge of one and one-half percent of the total amount due per month may be added to the amount due, beginning with the premium due date. We also have the right to assess late premium payment and costs of collection of any unpaid premiums or fees, including reasonable attorney's fees and cost of suit.

- **End stage renal disease** - This section applies to Aetna's group MA, MAPD and PDPs (collectively, "Aetna Group Medicare Plans"). We assume that you don't enroll retirees and their dependents who are Medicare beneficiaries diagnosed with End Stage Renal Disease ("ESRD Beneficiaries") in the Aetna Group Medicare Plans during their 30-month coordination period, unless the ESRD beneficiaries maintain coverage under your commercial group health plan as the primary payer during their 30-month coordination period and the Aetna Group Medicare Plan is the secondary payer.

  We will only offer Aetna Group Medicare Plans to ESRD Beneficiaries in a manner that is consistent and complies with applicable laws, rules, and regulations, including, but not limited to, 42 C.F.R. § 422.50(a)(2) and other Medicare Advantage and Medicare Secondary Payer ("MSP") laws, rules and regulations and Centers for Medicare and Medicaid Services ("CMS") instructions ("MSP Requirements"). If an ESRD Beneficiary is eligible for or entitled to Medicare based on End Stage Renal Disease, federal law requires your commercial group health plan ("GHP") to be the primary payer for the first thirty months of the ESRD Beneficiary's Medicare eligibility or entitlement ("30-month coordination period"), regardless of the number of employees and regardless of whether the ESRD Beneficiary is a current employee or retiree. Therefore, you must confirm whether ESRD Beneficiaries are in their 30-month coordination period, and not enroll ESRD Beneficiaries in our Aetna Group Medicare Plan during their 30-month coordination period unless coverage under the GHP is maintained for such ESRD Beneficiaries for that period.

Aetna's understanding of the 21st Century Cures Act is that MSP Requirements continue to apply to ESRD Beneficiaries. This means that ESRD Beneficiaries will continue to have the option of enrolling in an Aetna Group Medicare Plan after they complete their 30-month coordination period, as permitted under MSP requirements. If CMS or any other federal agency with jurisdiction later indicates that MSP Requirements relating to ESRD Beneficiaries have changed as a result of the 21st Century Cures Act or any other applicable law, rule or regulation, Aetna reserves the right to revise or restructure the rates in this proposal.

- **Medical deductible credits** - This quote excludes medical deductible credits from our proposed medical plan.

- **Use of pharmacy data for medical management** - The enclosed medical rates assume that either, a) we are the pharmacy benefit administrator or PDP carrier or, b) we receive weekly pharmacy data feeds in an appropriate format from either you or your designated third party. The medical rates are subject to revision if either of these conditions does not occur.

- **Mail Order refill data transfer**- You must provide a Mail Order pharmacy open refill data file for electronic transfer of prescriptions to Aetna. The file must be received by April 1, 2023. Aetna does not charge a fee for incoming open refill files.

- **Implementation/Communication allowance** – We are including in the Aetna Medicare Plan ("Plan") costs an allowance of $1.30 per enrolled member per month up to $100,000 that may be used towards transition costs associated with your moving to and implementing your new Plan and/or towards certain communication-related expenses associated with your Plan that are incurred during the 2023 Plan year .

  These funds will be available after the July 2023 Plan premium has been paid. Any amounts of the allowance that remain unused during the 2023 Plan year will be forfeited. This provides you with a budget or allowance of money from which you can draw to offset reasonable, identifiable implementation and communication costs incurred during the 2023 Plan year. You cannot draw on more than the amount of the allowance provided. You may only use the implementation/communication allowance to offset expenses you actually incur as a result of moving your business to Aetna or promoting/communicating your new Aetna Medicare Plan. The allowance can be applied to reimburse you for identifiable charges for the reasonable value of services performed. Some examples of transition-related expenses the allowance may be used for are:

- Customized Member I.D. cards (creating, printing & mailing)
- Maintaining Member records due to the transition of business
- Handling Member enrollment
- Special programming in order to transmit data to Aetna
- Open Enrollment kits and flyers
- Plan Highlights Brochure Mailings
- Healthy Home Visit Mailers
- Medicare Calendars
- Care Advocacy Mailing

Reimbursement of implementation/communication-related expenses will be made to you and/or your contracted vendor. Ongoing business expenses and compensation paid to your employees/staff will not be reimbursed using the allowance. Reimbursement will be made once the expenses are incurred, and invoice(s) are provided. Invoices must be submitted to us by December 1, 2023. Should you terminate your agreement with us to offer the Plan the allowance cannot be used to fund implementation/communication expenses related to your new group health insurance plan. Reimbursements made by Aetna using the allowance are contingent on Aetna's receipt of a current W9 for any contracted vendor used by you (if applicable).

Any expenses beyond the implementation/communication allowance are your responsibility. Any amounts reimbursed by us to you to offset or reimburse you for expenses incurred as a result of contracting with us to offer the Aetna Medicare Plan will be paid in accordance with applicable law. You must determine appropriate accounting for these payments with your own counsel or accountant. We advise all plan sponsors receiving an implementation/communication allowance or other payments from us that offset or reimburse expenses that would otherwise be paid from plan assets to consult with their ERISA counsel to determine if such allowance must be credited to plan assets. You should also consult with counsel regarding the accounting or reporting of such payments. We assume the funding of any implementation/communication budget is either at the request of your Plan Administrator acting in their fiduciary capacity to your Plan or for the exclusive benefit of your Plan.

- **Additional products and services-** We will bill you for the cost of special services that are not included or assumed in the pricing. For example, you'll be subject to additional charges for customized communication materials. Costs will depend on the actual services performed and are determined at the time the service is requested.

Inaccurate or incomplete information – We're relying on information from you and your representatives in establishing the rates and terms of this proposal. If any of this information is inaccurate or incomplete and has a material impact on the cost of the programs, we reserve the right to adjust our rates and terms.

Proprietary and Confidential – This proposal contains trade secrets and commercial and financial information that Aetna deems proprietary and confidential and cannot be further released to any third party by Fresno Unified School District without Aetna's prior written consent.

Aetna Intellectual Property

Under your Agreement with Aetna for the group Medicare Plans ("Agreement"), you may have access to certain of Aetna's Customer reporting systems. Aetna represents that it has either the ownership rights or the right to use all of the intellectual property used by Aetna in providing services under the Agreement ("Aetna IP"). Aetna will grant you, as the Customer, a nonexclusive, non-assignable, royalty free, limited right to use certain of the Aetna IP for the purposes described in the Agreement. You agree not to modify, create derivative product from, copy, duplicate, decompile, dissemble, reverse-engineer or otherwise attempt to perceive the source code from which any software component of the Aetna IP is compiled or interpreted. Nothing in the Agreement shall be deemed to grant any additional ownership rights in, or any right to assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, the Aetna IP to you.

Conclusion

We present this proposal on the condition that it will be accepted in its entirety. Furthermore, we've assumed that you'll continue to offer all other coverages, products, and services that you purchased previously. If there is a material change in this regard, we reserve the right to review and reprice this proposal. If you're interested in a subset of our proposal, then we will gladly review and reprice, if necessary. Before accepting the rates in this proposal, you must disclose any material deviation, current or expected, from these assumptions.

The most recent version of this document issued by Aetna to you, including any attachments to this document (collectively, "Financial Documents") are part of your agreement with Aetna to offer Medicare Advantage plans and/or standalone Medicare prescription drug plans ("Group Agreement"). In the event of a conflict between the terms of the Financial Documents and your Group Agreement and the documents incorporated into the Group Agreement, the order of priority shall be as described in your Group Agreement. Any riders, amendments, inserts and attachments shall have the same priority as the document to which they are attached.

Fresno Unified School District **July 1, 2023 through December 31, 2023**

Broker commissions – The enclosed rates exclude broker commissions.

We honor 'Agent of Record' or 'Broker of Record' letters when an agent, broker, or consultant sells new business or takes over an Aetna case from another agent, broker, or consultant. Please have an appropriate representative from your organization sign the letter using your organization's letterhead. The change will become effective on the first day of the month after our payment unit receives the 'Agent of Record' or 'Broker of Record' letter unless another future date is designated in the letter.

Medicare Advantage/Medicare Part D Performance Guarantees
General Performance Guarantee Provisions – Fully Insured Premium

The Aetna companies of Aetna Health Inc. that currently provide health benefits administration and other services to our fully insured Medicare Advantage medical and Part D pharmacy group products include Aetna Health Inc., Aetna Health of California, Inc., Aetna Health of Illinois Inc., and/or Aetna Life Insurance Company. The performance guarantees shown in this document apply to fully insured Medicare Advantage plans with Medicare Part D pharmacy plans offered to Fresno Unified School District that will be administered under a Group Agreement that will be issued to Fresno Unified School District ("Group Agreement"). The Aetna company or companies named as parties to the Group Agreement will provide the services set forth in this document under the name of Aetna Health Inc. (hereinafter "Aetna").

Performance Objectives

Aetna believes that measuring the activities described below are important indicators of how well it services Fresno Unified School District. Aetna is confident that the Plan Administration, Claim Administration, and Retiree Solutions Customer Services provided to Fresno Unified School District will meet their high standards of performance. To reinforce Fresno Unified School District's confidence in Aetna's ability to administer their program, Aetna is offering guarantees in the following areas:

Summary of Performance Standards

Performance Category	Minimum Standard	Penalty
Implementation		
▪ Implementation	Average evaluation score of 4.0 or higher	0.2%
▪ ID Card Production & Distribution	ID cards generated within 15 business days of confirmation by CMS	0.2%
Account Management		
▪ Overall Account Management Quarterly Meetings/Review Reports	Average evaluation score of 3.0 or higher	0.2%
Claim Administration		
▪ Medical Turnaround Time	90.0% of claims processed within 30 calendar days	0.1%
▪ Pharmacy Mail Order Dispensing Accuracy	99.95%	0.1%
Customer Services		
▪ Telephone Service Factor	80% within 30 seconds	0.1%
▪ Abandonment Rate	5.0%	0.1%
Total Percent of Supplemental Premium		**1.0%**

Medicare Advantage/Medicare Part D Performance Guarantees
Guarantee Period

The guarantees described herein will be effective for a period of 6 months and will run from **July 1, 2023 to December 31, 2023** (hereinafter "guarantee period").

The performance guarantees shown below will apply to the fully insured Medicare Advantage medical and Part D pharmacy plans administered under the Group Agreement.

For any performance guarantee that is unsatisfactory we will develop an improvement plan to achieve the stated performance guarantees.

If due to circumstances not within Aetna's reasonable control, including but not limited to major disaster, epidemic, complete or partial destruction of facilities, riot, civil insurrection, disability of significant part of Aetna's Network Providers or entities with whom Aetna has contracted for services under this Group Agreement, or similar causes, the provision of medical or hospital benefits or other services provided under this Group Agreement is delayed or rendered impractical, Aetna shall not have any liability or obligation on account of such delay or failure to provide services, expect to refund the amount of unearned prepaid Premiums held by Aetna on the date such event occurs. Aetna is required only to make a good-faith effort to provide or arrange for the provision of services, considering the impact of the event.

Aggregate Maximum

In total, Aetna agrees to place **1.0%** of its applicable guarantee period customer paid premiums at risk through the Performance Guarantees outlined in this document. The guarantee period premiums will be calculated at the end of the guarantee period and will be based on the total number of retirees actually enrolled in the Medicare Advantage Medical plans throughout the guarantee period.

Medicare Advantage/Medicare Part D Performance Guarantees

Termination Provisions

Termination of the guarantee obligations shall become effective upon written notice by Aetna in the event of the occurrence of (i), (ii) or (iii) below:

(i) a material change in the plan initiated by Fresno Unified School District or by legislative action that impacts the claim adjudication process, member service functions or network management.

(ii) failure of Fresno Unified School District to meet its obligations to remit premiums as stipulated in the Group Agreement.

(iii) failure of Fresno Unified School District to meet their administrative responsibilities (e.g., a submission of incorrect or incomplete eligibility information).

No guarantees shall apply for a guarantee period during which the Group Agreement is terminated by Fresno Unified School District or by Aetna.

Refund Process

At the end of each guarantee period, Aetna will compile its Performance Guarantees results. If necessary, Aetna will provide a "lump sum" refund for any penalties incurred by Aetna.

Measurement Criteria

Except where otherwise stated below, Aetna's internal quality results for the Medicare book of business will be used to determine guarantee compliance.

Medicare Advantage/Medicare Part D Performance Guarantees
Implementation

Implementation Guarantee

Guarantee: Aetna developed and utilizes the implementation team concept to carefully coordinate all aspects of the implementation. An implementation manager will be assigned to assemble Fresno Unified School Districts' implementation team and working with Fresno Unified School Districts' team, will help determine the implementation priorities. The implementation manager will develop an implementation management plan that will outline the tasks to be accomplished and will also indicate mutually agreed upon target dates for their completion. As new information becomes available and priorities change, the plan will be updated. Fresno Unified School District will be responsible for providing key information to Aetna by the mutually agreed upon target dates. The performance guarantee is contingent upon Fresno Unified School Districts' required participation in reviewing Aetna's plan of benefits detail document.

Aetna is confident that Fresno Unified School District will be pleased with our implementation team approach and therefore we are offering an implementation performance guarantee. This guarantee is effective for the implementation period in the first guarantee period. The implementation period commences at the initial implementation meeting and runs through the implementation sign-off.

Penalty and Measurement Criteria: Via timely responses to the Implementation Evaluation Tool, Fresno Unified School District agrees to make Aetna aware of possible sources of dissatisfaction throughout the implementation period. Each question will be given a rating of 1 - 5 with 1 = lowest, 5 = highest. Results from the evaluation tool when will be used to facilitate a discussion between Fresno Unified School District, the implementation manager and the Account Team regarding the results achieved. If, at the end of the implementation process, the final average score of the evaluations falls below 4.0, a mutually agreed upon penalty will apply, subject to a maximum penalty of **0.2%** of supplemental premium. The guarantee will be considered met if the survey is not returned.

ID Card Production and Distribution

Guarantee: Aetna guarantees that it will produce and mail ID cards to plan participants within 15 business days of receiving confirmation of eligibility from the Centers for Medicare & Medicaid Services (CMS).

Definition: For all ***complete, accurate and viable*** open enrollment eligibility data provided by Fresno Unified School District, accepted by the system, and confirmed by CMS, Aetna agrees to produce and mail ID cards within 15 business days of receiving confirmation by Centers for Medicare & Medicaid Services (CMS-).

Penalty and Measurement Criteria: Aetna will pay out an amount equal to **0.2%** of the guarantee period premiums if Aetna fails to produce and mail ID cards to Fresno Unified School District members within 15 business days of receiving the eligibility confirmation file from CMS. Aetna's implementation team records will be used to determine whether ID cards were produced and mailed within the specified time frame.

Medicare Advantage/Medicare Part D Performance Guarantees

Account Management

Overall Account Management Guarantee

Guarantee: Aetna will guarantee that the services (i.e., on-going financial, eligibility, drafting, and benefit administration and continued customer support) provided by the Field Office Account Management Staff during the guarantee period will be satisfactory to Fresno Unified School District.

Penalty and Measurement Criteria: Via quarterly responses to the Account Management Evaluation Tool (sample attached), Fresno Unified School District agrees to make Aetna aware of possible sources of dissatisfaction throughout the guarantee period. Fresno Unified School District responses to the attached evaluation tool will evaluate account management services in the following categories: technical knowledge, accessibility of personnel, responsiveness of personnel, interpersonal skills, communication skills (written and oral) and overall assessment of the services provided to Fresno Unified School District. Each category will be given a rating of 1 - 5 with 1 = lowest, 5 = highest. Aetna will tally the results from the report cards when received. The results of the first survey will be used to facilitate a discussion between Fresno Unified School District and Aetna's Account Executive, regarding the results achieved and opportunities for improvement.

If the report cards are not completed and returned within one month of receipt, it will be assumed that the service provided to Fresno Unified School District is satisfactory. If the score on the first report card is below an average rating of 3.0 and the service improves to an average of 3.0 for the second and subsequent surveys, no credit is due. Satisfactory service would equal a score of 3.0 and would be based on a total average of the survey questions with a rating scale of 1 to 5. Should the score from the first report card and the average of the remaining report cards fall below a 3.0 (meaning that service levels have not improved), Aetna will make a mutually agreed upon reduction in compensation, subject to a maximum reduction of **0.2%** of the guarantee period premiums.

Medicare Advantage/Medicare Part D Performance Guarantees
Claim Administration

Medical Turnaround Time

Guarantee: Aetna will guarantee that the claim turnaround time during the guarantee period will not exceed 30 calendar days for 90.0% of the processed claims on a cumulative basis each year.

Definition: Aetna measures turnaround time from the claimant's viewpoint; that is, from the date the claim is received in the service center to the date that it is processed (paid, denied, or pended).

Penalty and Measurement Criteria: If the cumulative year turnaround time (TAT) exceeds the day guarantee as stated above, Aetna will pay out an amount equal to 0.02% of the guarantee period premiums for each full day that Turnaround Time exceeds 30 calendar days for 90.0% of all claims. There will be a maximum reduction of **0.1%** of the guarantee period premiums. Guarantee results will be measured based on Aetna's book of business.

Pharmacy Mail Order Drug Accuracy

Guarantee: Aetna guarantees that at least 99.95% of all mail order prescriptions will be dispensed correctly for drug, strength, form, instructions, and patient.

Definition: For the respective guarantee period, total dispensing accuracy is measured as the number of prescriptions with no errors divided by the total number of prescriptions dispensed.

Penalty and Measurement Criteria: A penalty of .02% of the applicable guarantee period amount at risk will apply for each 1% that the actual percentage of all mail order prescription dispensing accuracy falls below the target of 99.95%. There will be a maximum penalty of **0.1%** of the applicable guarantee period premium at risk. Guarantee results will be measured based on Aetna's book of business.

Medicare Advantage/Medicare Part D Performance Guarantees
Member Services

Telephone Service Factor (TSF)

Guarantee: Aetna will guarantee that the TSF for the phone skill(s) providing your customer service are used and will not fall below **80.0%** of all calls responded to within **30** seconds.

Definition: TSF measures the speed at which calls are answered by Customer Service Advocates after being placed in queue by the auto attendant. This does not include the time the caller spent navigating through any auto attendant menus. TSF includes total calls (answered and abandoned) that are offered to Advocates. Interactive Voice Response (IVR) system calls are not included in the measurement of TSF. The TSF measure is a percentage of calls answered within 30 seconds. In the event there is an outage or when experiencing peak volumes, calls may be transferred to other Aetna call centers. This guarantee may not apply, and a penalty may not be paid if results are not achieved due to severe weather events which directly or indirectly impact performance during the guarantee period.

Penalty and Measurement Criteria: Aetna will pay out an amount of 0.02% of the guarantee period premium at risk for each full percentage point that the cumulative TSF falls below 80.0% for calls to be answered within 30 seconds. The maximum reduction will be **0.1%** of the guarantee period premiums. Guarantee results will be measured based on Aetna's Medicare book of business.

Abandonment Rate

Guarantee: Aetna will guarantee that the average rate of telephone abandonment for member services will not exceed 5.0%.

Definition: On an ongoing basis, Aetna measures telephone response time through monitoring equipment that produces a report on the average abandonment rate. The abandonment rate measures the total number of calls abandoned divided by the number of calls accepted into the unit.

Penalty and Measurement Criteria: Aetna will pay out an amount of 0.02% of the guarantee period premiums for each 1.0% that the average abandonment rate exceeds 5.0%. There will be a maximum reduction of **0.1%** of the guarantee period premiums. Guarantee results will be measured based on Aetna's Medicare book of business.

Fresno Unified School District **July 1, 2023 through December 31, 2023**

The following plan benefit information is being provided to notify Fresno Unified School District of some important information related to Aetna's Medicare Advantage and Part D plans.

Medicare Advantage – Medical Plan Information

Network

CMS group enrollment waiver
CMS has established a waiver of network service area requirements ("Waiver") for some employer/union groups. Under this waiver, the employer/union may enroll their retirees in an MA HMO or PPO plan even if they reside in a service area that does not have access to network providers. We refer to these non-network service areas as "Extended Service Areas" (ESA).

In order to be eligible for the Waiver, at least 51 percent of your retirees and dependents must live in a service area that provides adequate access to network providers. Aetna will apply the CMS network requirements when determining if a county or service area meets adequate access requirements.

It is important to know that:

- Members in an ESA plan may not have access to the Aetna network of providers that meets CMS network adequacy requirements.
- Providers that are not contracted with Aetna are not required to accept the Aetna ESA PPO plan except for emergency and urgently needed care.

We will monitor the network adequacy throughout the year to confirm that standards are met. Our network teams will work to strengthen our provider networks to meet CMS network adequacy requirements to help avoid potential disruption to our members.

As of December 2022, 94% of your members reside in service areas that meet CMS network adequacy requirements. If the total percentage of members falls below 51 percent by the date of your Aetna MA PPO plan renewal, we cannot offer you our MA PPO ESA plan. However, we will work with you to evaluate other group health plan options that can be offered in these extended service areas to help reduce potential Member disruption.

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US Territories
Aetna offers Medicare Advantage PPO plans to retirees throughout the 50 states, Washington, DC, and the US Territories through use of a CMS service area waiver ("MA PPO ESA plans"). Please be advised that coverage under the MA PPO ESA plan in the US Territories is limited to medical coverage. Aetna MA PPO ESA plans do not offer fully insured Medicare prescription drug coverage in the US Territories. Therefore, if one of your MA PPO ESA plan members moves to a US Territory and Medicare prescription drug coverage is offered under that plan, the member will no longer be eligible for the plan. By mutual agreement, Aetna may offer a MA PPO ESA plan with medical coverage only for your members who reside in the US Territories, and we will discuss with you available pharmacy coverage options.

We are making you aware of these rules because of the potential impact to your account structure and eligibility files in this scenario. Please reach out to your Account Management Team for more information.

Part D Information

Prescription drug coverage
Our retiree pharmacy coverage consists of two components: basic Medicare Part D benefits and supplemental benefits.

- We offer Medicare Part D plan coverage pursuant to our contract with the CMS. We receive monthly payments from CMS for the Part D portion of your coverage.
- We offer supplemental coverage that wraps around the basic Medicare Part D benefits, allowing you to offer enhanced pharmacy benefits. We receive monthly premium payments from you and/or your retirees for the supplemental coverage. Depending on your plan design, supplemental coverage may also include benefits for non-Part D covered drugs.

We will report drug claims information to CMS, based on the source of the applicable coverage payment - Medicare Part D, plan sponsor or member.

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Aetna Mail Order and Specialty
Aetna's mail order benefits are filled by CVS Caremark® Mail Service Pharmacy. This mail order service supplies medications for drugs taken on a regular basis, sometimes referred to as maintenance drugs. Examples of maintenance drugs include medications used to treat chronic conditions such as arthritis, high cholesterol, asthma, or high blood pressure. CVS Caremark® Mail Service Pharmacy does not supply medications used for short-term illnesses, such as cold medications or antibiotics. Additionally, certain drugs that require special handling may not be available through CVS Caremark® Mail Service Pharmacy. These drugs are sometimes called specialty drugs and may require storage at controlled temperatures or other unique handling requirements which cannot be accommodated through a traditional mail order arrangement. Therefore, most specialty drugs are not available at the mail order benefit (cost share) and instead will pay at the retail benefit (cost share). Also, specialty drugs are generally limited to a 30-day fill, to reduce waste of these high-cost drugs.

Administration of the open formulary
Newly approved drugs won't be covered until they've undergone internal clinical review as well as external review by our Pharmacy and Therapeutics (P&T) Committee. Following the review, we will determine in which tier the drug will reside, include any applicable utilization management edits as approved by the P&T committee, and release the drug for coverage under open formulary plans.

The P1 Preferred Network plan option
This option provides a lower price point through the use of a pharmacy with preferred status. Members generally pay a lower cost share when utilizing pharmacies that are preferred. Members will also have access to standard pharmacies within the network; however, they will likely pay a higher cost share when receiving covered medications at standard pharmacies. To find a network pharmacy, members can visit our website: http://www.aetnaretireeplans.com.

Medicare Part D creditable coverage
If an applicant cannot demonstrate that he/she had prior creditable coverage, the applicant may incur late enrollment penalties, consistent with laws, rules, and regulations applicable to the Part D program.

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Premiums

- **Medicare Advantage – Premium Requirements** - The following requirements apply only if Aetna is offering a Medicare Advantage HMO or PPO Plan to your members, and you and your members are paying any portion of the premium for the Medicare Advantage benefit ("MA Premium"). CMS requires that we notify you of these requirements. You must comply with the following conditions with respect to any subsidization of MA Premium and any required MA Premium contribution by the member:

    1. You may subsidize different amounts of MA Premium for different classes of members and their dependents, provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly).

    2. MA Premium contribution levels cannot vary for members within a given class.

    3. Direct subsidy payments from CMS to Aetna must be passed through to reduce the amount of any required MA Premium payment by the member.

- **Premium and Low Income Subsidy ("LIS") Requirements and Late Enrollment Penalty ("LEP")** - Fresno Unified School District will comply with the following conditions with respect to any subsidization of that portion of premiums paid by Fresno Unified School District for the Medicare Prescription Drug benefit ("PD Premium") and any required PD Premium contribution by members enrolled in MAPDs or PDPs ("Members"):

    - Fresno Unified School District may subsidize different amounts of PD Premium for different classes of Members and their dependents, provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried vs. hourly). Classes of Members and their dependents cannot be based on eligibility for the Low Income Subsidy ("LIS").

    - PD Premium contribution levels cannot vary for Members within a given class.

- Direct subsidy payments from CMS to Aetna must be passed through to reduce the amount of any required PD Premium payment by the Member ("Member Contribution") so the Member in no event shall be required to pay more than the sum of: a) the standard Medicare Part D premium, net of the direct subsidy payment from CMS, and b) one hundred percent (100%) for any supplemental coverage selected by the Member.

Fresno Unified School District will comply with the following conditions with respect to any LIS payment received from CMS for any LIS-eligible Member:

- Any monthly LIS payment received from CMS for an LIS-eligible Member shall be used to reduce any Member Contribution. Any remainder may then be used to reduce the amount of the Fresno Unified School District's PD Premium contribution. However, if the sum of the Member Contribution and Fresno Unified School District's PD Premium is less than the LIS payment, any portion of the LIS payment will be returned to CMS by Aetna.

- If the LIS payment for any LIS-eligible Member is less than the Member Contribution required by such individual (including the Member Contribution for supplemental benefits, if any), Fresno Unified School District shall communicate with the LIS-eligible Member about the cost of remaining enrolled in Fresno Unified School District's Plan versus obtaining coverage as an individual under another Medicare Part D Prescription Drug plan.

- In the event that the LIS-eligible Member is due a refund of the LIS payment (i.e., there was no upfront reduction of the PD Premium by the LIS amount), such refund shall be completed by Aetna or Fresno Unified School District, as applicable, within 45 days of the date Aetna receives the LIS payment for that Member from CMS.

Group Billed – If Aetna is billing and collecting the entire plan premium from Fresno Unified School District and Fresno Unified School District chooses to receive group list invoices, Aetna will apply LIS subsidy credits and LEP debits to the group invoice. Fresno Unified School District must apply the LIS subsidy and collect the LEP consistent with applicable law.

Direct Billed - If Fresno Unified School District chooses direct billing (i.e., Aetna directly bills and collects the entire plan premium from Members), Aetna will apply LIS to the Member invoice and will add LEP debits consistent with applicable law.

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Additional Retiree Programs

"Age-In" Program

Aetna executes an optional communications program (monthly or quarterly) known as the "Age-in" Program. This Program provides your Aetna members who are approaching age 65 with timely information regarding your Aetna Medicare Plan. The "Age-in" Program currently consists of a mailing(s) that can be sent 2-3 months before the 65th birthday month and the mailing list is determined solely based on age. This means that these mailings may be sent to both your retirees and active employees who are nearing their 65th birthday. The scope of this Program is subject to change.

Important Note: Please notify your Account Executive Team if you do not wish to participate in the "Age-in" Program. If your Account Executive Team does not receive this notice 30 days prior to your plans effective date, Aetna will proceed with including your members in the "Age-in" Program.

Helping your retirees obtain Medicaid coverage and access to community assistance programs

We're pleased to provide plan sponsors with a Medicaid outreach program through BeneLynk. This program provides continuous monitoring of social program eligibility and enrollment status to ensure appropriate access to benefits for which members are entitled.

This program includes:

- Community Programs to help members overcome food insecurity, transportation, social isolation, and lower the cost of utilities
- Initial Outreach and enrollment assistance with Medicaid or Medicare Savings Programs and the Low Income Subsidy
- Annual Recertification to maintain enrollment in these programs

We believe our Medicaid outreach program provides a valuable service to potentially eligible members by educating them about and screening for Medicaid programs. Medicaid eligibility may help reduce member out-of-pocket cost sharing and premiums. It can also help us reduce annual plan premium increases due to the additional payment we receive from CMS for these beneficiaries.

If your organization doesn't wish to participate and have your retirees contacted by BeneLynk, your organization may "opt-out" of our Medicaid outreach program. To do so, please contact your Aetna representative no later than April 1, 2023.

Please Note: If we don't receive your "opt-out" notification by April 1, 2023, your organization will be included in our Medicaid outreach program.

Fresno Unified School District **July 1, 2023 through December 31, 2023**

Federal Information

Employer Reporting Requirements:
Under Internal Revenue Code (IRC) Section 6055 health insurance issuers, certain employers, government agencies and other entities that provide Minimum Essential Coverage (MEC) to individuals must report to the IRS information about the type and period of coverage and furnish related statements to covered individuals. This information is used by the IRS to administer the individual shared responsibility provision and by individuals to show compliance with the individual shared responsibility provision.

For Medicare plans (including Medicare Advantage), the reporting obligation under Section 6055 is on the Centers for Medicare and Medicaid Services (CMS) to the extent it applies. CMS will report the required information to the IRS about the type and period of coverage provided to each individual member enrolled in these plans and will furnish the required statements to subscribers.

IRC Section 6056 requires large employers (those having employed an average of 50 or more full-time employees during the preceding calendar year) to report to the IRS information about the health care coverage they have offered and also furnish applicable statements to employees. The purpose is to allow the IRS to enforce the employer responsibility provisions.

To satisfy the 6056 employer reporting requirements, you must file the required returns with the IRS by no later than February 28 of the year following coverage (if filing on paper) or March 31 (if filing electronically) and furnish a statement to all full-time employees by January 31st of the year following the calendar year to which the return relates (i.e., January 31, 2024 for the 2023 calendar year).

Plans are offered by Aetna Health Inc., Aetna Health of California Inc., Aetna Life Insurance Company, SilverScript Insurance Company and/or their affiliates (Aetna). Aetna Medicare is a PDP, HMO, PPO plan with a Medicare contract. Enrollment in our plans depends on contract renewal. Limitations, co-payments, and restrictions may apply. Benefits, pharmacy network, provider network, premium and/or co-payments/co-insurance may change on January 1 of each year.

Benefits and Premiums are effective July 1, 2023 through December 31, 2023

SUMMARY OF BENEFITS
PROVIDED BY AETNA LIFE INSURANCE COMPANY

Primary Care Physician (PCP): You have the option to choose a PCP. When we know who your provider is, we can better support your care.

Referrals: Your plan doesn't require a referral from a PCP to see a specialist. Keep in mind, some providers may require a recommendation or treatment plan from your doctor in order to see you.

Prior Authorizations: Your doctor will work with us to get approval before you receive certain services or drugs. Benefits that may require a prior authorization are listed with an asterisk (*) in the benefits grid.

PLAN FEATURES	Network & out-of-network providers.
Monthly Premium	Please contact your former employer/union/trust for more information on your plan premium.
Annual Deductible	$0
This is the amount you have to pay out of pocket before the plan will pay its share for your covered Medicare Part A and B services.	
Annual Maximum Out-of-Pocket Amount	
Annual maximum out-of-pocket limit amount includes any deductible, copayment or coinsurance that you pay.	$0
It will apply to all medical expenses except Hearing Aid Reimbursement , Vision Reimbursement and Medicare prescription drug coverage that may be available on your plan.	

HOSPITAL CARE*	This is what you pay for network & out-of-network providers.
Inpatient Hospital Care	$0 per stay
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
Observation Stay	Your cost share for Observation Care is based upon the services you receive
Frequency:	per stay
Outpatient Services & Surgery	$0
Ambulatory Surgery Center	$0
PHYSICIAN SERVICES	**This is what you pay for network & out-of-network providers.**
Primary Care Physician Visits	$0
Includes services of an internist, general physician, family practitioner for routine care as well as diagnosis and treatment of an illness or injury and in-office surgery.	
Physician Specialist Visits	$0
PREVENTIVE CARE	**This is what you pay for network & out-of-network providers.**
Medicare-covered Preventive Services	$0

• Abdominal aortic aneurysm screenings
• Alcohol misuse screenings and counseling
• Annual Well Visit - One exam every 12 months.
• Bone mass measurements
• Breast exams
• Breast cancer screening: mammogram - one baseline mammogram for members age 35-39; and one annual mammogram for members age 40 & over.
• Cardiovascular behavior therapy
• Cardiovascular disease screenings
• Cervical and vaginal cancer screenings (Pap) - one routine GYN visit and pap smear every 24 months.
• Colorectal cancer screenings (colonoscopy, fecal occult blood test, flexible sigmoidoscopy)
• Depression screenings
• Diabetes screenings

• HBV infection screening • Hepatitis C screening tests • HIV screenings • Lung cancer screenings and counseling • Medicare Diabetes Prevention Program - 12 months of core session for program eligible members with an indication of pre-diabetes. • Nutrition therapy services • Obesity behavior therapy • Pelvic Exams - one routine GYN visit and pap smear every 24 months. • Prolonged Preventive Services - prolonged preventive service(s) (beyond the typical service time of the primary procedure), in the office or other outpatient setting requiring direct patient contact beyond the usual service • Prostate cancer screenings (PSA) - for all male patients aged 50 and older (coverage begins the day after 50th birthday) • Sexually transmitted infections screenings and counseling • Tobacco use cessation counseling • Welcome to Medicare preventive visit	
Immunizations • Flu • Hepatitis B • Pneumococcal	$0
Additional Medicare Preventive Services • Barium enema - one exam every 12 months. • Diabetes self-management training (DSMT) • Digital rectal exam (DRE) • EKG following welcome exam • Glaucoma screening	$0
EMERGENCY AND URGENT MEDICAL CARE	**This is what you pay for network & out-of-network providers.**
Emergency Care; Worldwide (waived if admitted)	$0
Urgently Needed Care; Worldwide	$0

DIAGNOSTIC PROCEDURES*	This is what you pay for network & out-of-network providers.
Diagnostic Radiology CT scans	$0
Diagnostic Radiology Other than CT scans	$0
Lab Services	$0
Diagnostic testing & procedures	$0
Outpatient X-rays	$0
HEARING SERVICES	**This is what you pay for network & out-of-network providers.**
Routine Hearing Screening We cover one every twelve months	$0
Medicare Covered Hearing Examination	$0
Hearing Aid Reimbursement	$1,000 once every 36 months
DENTAL SERVICES	**This is what you pay for network & out-of-network providers.**
Medicare Covered Dental* Non-routine care covered by Medicare.	$0
VISION SERVICES	**This is what you pay for network & out-of-network providers.**
Routine Eye Exams One annual exam every 12 months.	$0
Diabetic Eye Exams	$0
Medicare Covered Eye Exam	$0
Vision Eyewear Reimbursement Applies to in or out of network	$100 once every 12 months

MENTAL HEALTH SERVICES*	This is what you pay for network & out-of-network providers.
Inpatient Mental Health Care	$0 per stay
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
Outpatient Mental Health Care	$0
Individual visit	
Partial Hospitalization	$0
Inpatient Substance Abuse	$0 per stay
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
Outpatient Substance Abuse	$0
Individual visit	

SKILLED NURSING SERVICES*	This is what you pay for network & out-of-network providers.
Skilled Nursing Facility (SNF) Care	$0 per day, days 1-100
Limited to 100 days per Medicare Benefit Period.	
The member cost sharing applies to covered benefits incurred during a member's inpatient stay.	
A benefit period begins the day you go into a hospital or skilled nursing facility. The benefit period ends when you haven't received any inpatient hospital care (or skilled care in a SNF) for 60 days in a row. If you go into a hospital or a skilled nursing facility after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods.	

PHYSICAL THERAPY SERVICES*	This is what you pay for network & out-of-network providers.
Outpatient Rehabilitation Services	$0
(Speech, physical, and occupational therapy)	

AMBULANCE SERVICES	This is what you pay for network & out-of-network providers.
Ambulance Services	$0
Prior authorization rules may apply for non-emergency transportation services received in-network. Your network provider is responsible for requesting prior authorization. Our plan recommends pre-authorization of non-emergency transportation services when provided by an out-of-network provider.	

TRANSPORTATION SERVICES	This is what you pay for network & out-of-network providers.
Transportation (non-emergency)	24 one-way trips with 60 miles allowed per trip
MEDICARE PART B PRESCRIPTION DRUGS*	**This is what you pay for network & out-of-network providers.**
Medicare Part B Prescription Drugs	$0
MEDICARE PART D PRESCRIPTION DRUGS	**This is what you pay for network & out-of-network providers.**

Part D drugs are covered. See PHARMACY - PRESCRIPTION DRUG BENEFITS section below for your plan benefits at each part D stage, including cost share and other important pharmacy benefit information.

ADDITIONAL PROGRAMS AND SERVICES	This is what you pay for network & out-of-network providers.
Allergy Shots	$0
Allergy Testing	$0
Blood	$0
All components of blood are covered beginning with the first pint.	
Cardiac Rehabilitation Services	$0
Chiropractic Services*	$0
Medicare covered benefits only.	
Diabetic Supplies*	$0
Includes supplies to monitor your blood glucose from LifeScan.	
Durable Medical Equipment/ Prosthetic Devices*	$0
Home Health Agency Care*	$0
Hospice Care	Covered by Original Medicare at a Medicare certified hospice.
Medical Supplies*	Your cost share is based upon the provider of services
Medicare Covered Acupuncture	$0
Outpatient Dialysis Treatments*	$0
Podiatry Services	$0
Medicare covered benefits only.	
Pulmonary Rehabilitation Services	$0
Radiation Therapy*	$0

ADDITIONAL PROGRAMS (NOT COVERED BY ORIGINAL MEDICARE)	This is what you pay for network & out-of-network providers.
Fitness Benefit	SilverSneakers®
Meals	$0
Covered up to 14 meals following an inpatient stay.	
Resources For Living®	Covered
For help locating resources for every day needs.	
Teladoc™	$0
Telemedicine services with a Teladoc™ provider. State mandates may apply.	
Telehealth	Covered
Telemedicine Services. Member cost share will apply based on services rendered.	
Telehealth PCP	$0
Telehealth Specialist	$0
Telehealth Occupational Therapy Services	$0
Telehealth PT and SP Services	$0
Telehealth Other Health care Providers	$0
Telehealth Individual Mental Health	$0
Telehealth Group Mental Health	$0
Telehealth Individual Psychiatric Services	$0
Telehealth Group Psychiatric Services	$0
Telehealth Individual Substance Abuse Services	$0
Telehealth Group Substance Abuse Services	$0
Telehealth Behavioral Health	$0
Vendor: MD Live	
Telehealth Kidney Disease Education Services	$0
Telehealth Diabetes Self-Management Training	$0
Telehealth Opioid Treatment Program Services	$0
Telehealth Urgent care	$0

ADDITIONAL SERVICES (NOT COVERED BY ORIGINAL MEDICARE)	This is what you pay for network & out-of-network providers.
Acupuncture twenty visits every year. in lieu of anesthesia and for treatment of chronic pain.	$0
Enhanced Chiropractic Services* Visits: twenty eight visits every year	$0
Compression Stockings	$0
Foot Orthotics	$0
Routine Physical Exams One exam per calendar year	$0

Benefits that may require a prior authorization are listed with an asterisk (*) in the benefits grid.

See next page for Pharmacy-Prescription Drug Benefits.

PHARMACY - PRESCRIPTION DRUG BENEFITS

Calendar-Year deductible for Prescription drugs	$0

Prescription drug calendar year deductible must be satisfied before any Medicare Prescription Drug benefits are paid. Covered Medicare Prescription Drug expenses will accumulate toward the pharmacy deductible.

Maximum Out of Pocket	Once member reaches out of pocket expense of $400, the member cost sharing is reduced to $0.
Pharmacy Network	P1

Your Medicare Part D plan uses the network above. To find a network pharmacy, you can visit our website (http://www.aetnaretireeplans.com.)

Formulary (Drug List)	Comprehensive+
Initial Coverage Limit (ICL)	$4,660

The Initial Coverage Limit includes the plan deductible, if applicable. This is your cost sharing until covered Medicare prescription drug expenses reach the Initial Coverage Limit (and after the deductible is satisfied, if your plan has a deductible):

5 Tier Plan	30-day Supply through Retail		90-day Supply through Retail or Mail		
	Preferred	**Standard**	**Preferred Retail**	**Preferred Mail**	**Standard Retail or Mail**
Tier 1 - Preferred Generic Generic Drugs	$0	$0	$0	$0	$0
Tier 2 - Generic Generic Drugs	$9	$10	$18	$18	$20
Tier 3 - Preferred Brand Preferred Brand Drugs	$35	$35	$70	$70	$70
Tier 4 - Non-Preferred Brand Non-Preferred Brand Drugs	$50	$50	$100	$100	$100

5 Tier Plan	30-day Supply through Retail		90-day Supply through Retail or Mail		
	Preferred	**Standard**	**Preferred Retail**	**Preferred Mail**	**Standard Retail or Mail**
Tier 5 - Specialty Includes high-cost/unique generic and brand drugs	$50	$50	Limited to one-month supply	Limited to one-month supply	Limited to one-month supply

If you reside in a long-term care facility, your cost share is the same as a 30 day supply at a retail pharmacy and you may receive up to a 31 day supply.

Coverage Gap

The Coverage Gap starts once covered Medicare prescription drug expenses have reached the Initial Coverage Limit. Your cost-sharing for covered Part D drugs after the Initial Coverage Limit and until you reach $7,400 in prescription drug expenses is indicated below.

Your former employer/union/trust provides additional coverage during the Coverage Gap stage for covered drugs. This means that you will generally continue to pay the same amount for covered drugs throughout the Coverage Gap stage of the plan as you paid in the Initial Coverage stage. Coinsurance-based cost-sharing is applied against the overall cost of the drug, prior to the application of any discounts or benefits.

Catastrophic Coverage: You pay $0.

Catastrophic Coverage benefits start once $7,400 in true out-of-pocket costs is incurred.

Your plan includes a maximum out of pocket of $400. You will pay $0 once you reach the maximum out of pocket.

Requirements:	
Precertification	Applies
Step-Therapy	Applies

Non-Part D Supplemental Benefit

- Agents used for cosmetic purposes or hair growth
- Agents used to promote fertility
- Agents when used for the symptomatic relief of cough and colds
- Agents when used for the treatment of sexual or erectile dysfunction (ED)
- Agents when used for weight loss
- Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations

Medical Disclaimers

For more information about Aetna plans, go to **www.AetnaRetireePlans.com** or call Member Services at toll-free at 1-888-267-2637 (TTY: 711). Hours are 8 a.m. to 9 p.m. EST, Monday through Friday.

The provider network may change at any time. You will receive notice when necessary.

In case of emergency, you should call 911 or the local emergency hotline. Or you should go directly to an emergency care facility.

The complete list of services can be found in the Evidence of Coverage (EOC). You can request a copy of the EOC by contacting Member Services at 1-888-267-2637 (TTY: 711). Hours are 8 a.m. to 9 p.m. EST, Monday through Friday.

The following is a partial list of what isn't covered or limits to coverage under this plan:

- Services that are not medically necessary unless the service is covered by Original Medicare or otherwise noted in your Evidence of Coverage
- Plastic or cosmetic surgery unless it is covered by Original Medicare
- Custodial care
- Experimental procedures or treatments that Original Medicare doesn't cover
- Outpatient prescription drugs unless covered under Original Medicare Part B

You may pay more for out-of-network services. Prior approval from Aetna is required for some network services. For services from a non-network provider, prior approval from Aetna is recommended. Providers must be licensed and eligible to receive payment under the federal Medicare program and willing to accept the plan.

Out-of-network/non-contracted providers are under no obligation to treat Aetna members, except in emergency situations. Please call our Customer Service number or see your Evidence of Coverage for more information, including the cost-sharing that applies to out-of-network services.

Aetna will pay any non contracted provider (that is eligible for Medicare payment and is willing to accept the Aetna Medicare Plan) the same as they would receive under Original Medicare for Medicare covered services under the plan.

Pharmacy Disclaimers

Aetna's retiree pharmacy coverage is an enhanced Part D Employer Group Waiver Plan that is offered as a single integrated product. The enhanced Part D plan consists of two components: basic Medicare Part D benefits and supplemental benefits. Basic Medicare Part D benefits are offered by Aetna based on our contract with CMS. We receive monthly payments from CMS to pay for basic Part D benefits. Supplemental benefits are non-Medicare benefits that provide enhanced coverage beyond basic Part D. Supplemental benefits are paid for by plan sponsors or members and may include benefits for non-Part D drugs. Aetna reports claim information to CMS according to the source of applicable payment (Medicare Part D, plan sponsor or member).

Aetna's pharmacy network includes limited lower-cost, preferred pharmacies in Suburban Arizona, Suburban Illinois, Urban Kansas, Rural Michigan, Urban Michigan, Urban Missouri, Urban Pennsylvania, Suburban Utah, Suburban West Virginia, Suburban Wyoming. The lower costs advertised in our plan materials for these pharmacies may not be available at the pharmacy you use. For up-to-date information about our network pharmacies, including whether there are any lower-cost preferred pharmacies in your area, please call 1-866-241-0357 (TTY: 711) or consult the online pharmacy directory at http://www.aetnaretireeplans.com.

The formulary and/or pharmacy network may change at any time. You will receive notice when necessary.

You must use network pharmacies to receive plan benefits except in limited, non-routine circumstances as defined in the EOC. In these situations, you are limited to a 30 day supply.

Pharmacy clinical programs such as precertification, step therapy and quantity limits may apply to your prescription drug coverage.

Members who get “extra help” don’t need to fill prescriptions at preferred network pharmacies to get Low Income Subsidy (LIS) copays.

Specialty pharmacies fill high-cost specialty drugs that require special handling. Although specialty pharmacies may deliver covered medicines through the mail, they are not considered “mail-order pharmacies.” Therefore, most specialty drugs are not available at the mail-order cost share.

The typical number of business days after the mail order pharmacy receives an order to receive your shipment is up to 10 days. Enrollees have the option to sign up for automated mail order delivery. If your mail order drugs do not arrive within the estimated time frame, please contact us toll-free at 1-866-241-0357, 24 hours a day, 7 days a week. TTY users call 711.

The Medicare Coverage Gap Discount Program provides manufacturer discounts on brand name drugs. The amount you pay and the amount discounted by the manufacturer count toward your out-of-pocket costs as if you had paid them and moves you through the coverage gap.

Coinsurance-based cost-sharing is applied against the overall cost of the drug, prior to the application of any discounts or benefits.

There are three general rules about drugs that Medicare drug plans will not cover under Part D. This plan cannot:

- Cover a drug that would be covered under Medicare Part A or Part B.
- Cover a drug purchased outside the United States and its territories.
- Generally cover drugs prescribed for “off label” use, (any use of the drug other than indicated on a drug's label as approved by the Food and Drug Administration) unless supported by criteria included in certain reference books like the American Hospital Formulary Service Drug Information, the DRUGDEX Information System and the USPDI or its successor.

Additionally, by law, the following categories of drugs are not normally covered by a Medicare prescription drug plan unless we offer enhanced drug coverage for which additional premium may be charged. These drugs are not considered Part D drugs and may be referred to as “exclusions” or “non-Part D drugs”. These drugs include:

- Drugs used for the treatment of weight loss, weight gain or anorexia
- Drugs used for cosmetic purposes or to promote hair growth
- Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations
- Outpatient drugs that the manufacturer seeks to require that associated tests or monitoring

services be purchased exclusively from the manufacturer as a condition of sale
- Drugs used to promote fertility
- Drugs used to relieve the symptoms of cough and colds
- Non-prescription drugs, also called over-the-counter (OTC) drugs
- Drugs when used for the treatment of sexual or erectile dysfunction

Your plan includes supplemental coverage for some drugs not typically covered by a Medicare Part D plan. Refer to the "Non-Part D Supplemental Benefit" section in the chart above. Non-Part D drugs covered under the non-part D supplemental benefit can be purchased at the appropriate plan copay. Copayments and other costs for these prescription drugs will not apply toward the deductible, initial coverage limit or true out-of-pocket threshold. Some drugs may require prior authorization before they are covered under the plan.

Plan Disclaimers

Aetna Medicare is a HMO and PPO plan with a Medicare contract. Enrollment in our plans depends on contract renewal.

Plans are offered by Aetna Health Inc., Aetna Health of California Inc., Aetna Life Insurance Company and/or their affiliates (Aetna). Participating physicians, hospitals and other health care providers are independent contractors and are neither agents nor employees of Aetna. The availability of any particular provider cannot be guaranteed, and provider network composition is subject to change.

See Evidence of Coverage for a complete description of plan benefits, exclusions, limitations and conditions of coverage. Plan features and availability may vary by service area.

The formulary, provider and/or pharmacy network may change at any time. You will receive notice when necessary.

Resources For Living is the brand name used for products and services offered through the Aetna group of subsidiary companies.

If there is a difference between this document and the Evidence of Coverage (EOC), the EOC is considered correct.

You can read the *Medicare & You 2023* Handbook. Every year in the fall, this booklet is mailed to people with Medicare. It has a summary of Medicare benefits, rights and protections, and answers to the most frequently asked questions about Medicare. If you don't have a copy of this booklet, you can get it at the Medicare website (http://www.medicare.gov) or by calling 1-800-MEDICARE (1-

800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

ATTENTION: If you speak another language, language assistance services, free of charge, are available to you. Call 1-888-267-2637 (TTY: 711). Spanish: ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-267-2637 (TTY: 711). Traditional Chinese: 注意：如果您使用中文，您可以免費獲得語言援助服務。請致電 1-888-267-2637 (TTY: 711).

You can also visit our website at http://www.aetnaretireeplans.com. As a reminder, our website has the most up-to-date information about our provider network (Provider Directory) and our list of covered drugs (Formulary/Drug List).

English: We have free interpreter services to answer any questions you may have about our health or drug plan. To get an interpreter, just call us at 1-800-307-4830. Someone who speaks English/Language can help you. This is a free service.

Spanish: Tenemos servicios de intérprete sin costo alguno para responder cualquier pregunta que pueda tener sobre nuestro plan de salud o medicamentos. Para hablar con un intérprete, por favor llame al 1-800-307-4830. Alguien que hable español le podrá ayudar. Este es un servicio gratuito.

Chinese Mandarin: 我们提供免费的翻译服务，帮助您解答关于健康或药物保险的任何疑 问。如果您需要此翻译服务，请致电 1-800-307-4830。我们的中文工作人员很乐意帮助您。 这是一项免费服务。

Chinese Cantonese: 您對我們的健康或藥物保險可能存有疑問，為此我們提供免費的翻譯 服務。如需翻譯服務，請致電 1-800-307-4830。我們講中文的人員將樂意為您提供幫助。這 是一項免費服務。

Tagalog: Mayroon kaming libreng serbisyo sa pagsasaling-wika upang masagot ang anumang mga katanungan ninyo hinggil sa aming planong pangkalusugan o panggamot. Upang makakuha ng tagasaling-wika, tawagan lamang kami sa 1-800-307-4830. Maaari kayong tulungan ng isang nakakapagsalita ng Tagalog. Ito ay libreng serbisyo.

French: Nous proposons des services gratuits d'interprétation pour répondre à toutes vos questions relatives à notre régime de santé ou d'assurance-médicaments. Pour accéder au service d'interprétation, il vous suffit de nous appeler au 1-800-307-4830. Un interlocuteur parlant Français pourra vous aider. Ce service est gratuit.

Vietnamese: Chúng tôi có dịch vụ thông dịch miễn phí để trả lời các câu hỏi về chương sức khỏe và chương trình thuốc men. Nếu quí vị cần thông dịch viên xin gọi 1-800-307-4830 sẽ có nhân viên nói tiếng

Việt giúp đỡ quí vị. Đây là dịch vụ miễn phí .

German: Unser kostenloser Dolmetscherservice beantwortet Ihren Fragen zu unserem Gesundheits- und Arzneimittelplan. Unsere Dolmetscher erreichen Sie unter 1-800-307-4830. Man wird Ihnen dort auf Deutsch weiterhelfen. Dieser Service ist kostenlos.

Korean: 당사는 의료 보험 또는 약품 보험에 관한 질문에 답해 드리고자 무료 통역 서비스를 제공하고 있습니다. 통역 서비스를 이용하려면 전화 1-800-307-4830번으로 문의해 주십시오. 한국어를 하는 담당자가 도와 드릴 것입니다. 이 서비스는 무료로 운영됩니다.

Russian: Если у вас возникнут вопросы относительно страхового или медикаментного плана, вы можете воспользоваться нашими бесплатными услугами переводчиков. Чтобы воспользоваться услугами переводчика, позвоните нам по телефону 1-800-307-4830. Вам окажет помощь сотрудник, который говорит по-русски. Данная услуга бесплатная.

Arabic:
إننا نقدم خدمات المترجم الفوري المجانية للإجابة عن أي أسئلة تتعلق بالصحة أو جدول الأدوية لدينا. للحصول على مترجم فوري، ليس عليك سوى الاتصال بنا على 1-800-307-4830. سيقوم شخص ما يتحدث العربية بمساعدتك. هذه خدمة مجانية.

Hindi: हमारे स्वास्थ्य या दवा की योजना के बारे में आपके किसी भी प्रश्न के जवाब देने के लिए हमारे पास मुफ्त दुभाषिया सेवाएँ उपलब्ध हैं. एक दुभाषिया प्राप्त करने के लिए, बस हमें 1-800-307-4830 पर फोन करें. कोई व्यक्ति जो हिन्दी बोलता है आपकी मदद कर सकता है. यह एक मुफ्त सेवा है.

Italian: È disponibile un servizio di interpretariato gratuito per rispondere a eventuali domande sul nostro piano sanitario e farmaceutico. Per un interprete, contattare il numero 1-800-307-4830. Un nostro incaricato che parla Italianovi fornirà l'assistenza necessaria. È un servizio gratuito.

Português: Dispomos de serviços de interpretação gratuitos para responder a qualquer questão que tenha acerca do nosso plano de saúde ou de medicação. Para obter um intérprete, contacte-nos através do número 1-800-307-4830. Irá encontrar alguém que fale o idioma Português para o ajudar. Este serviço é gratuito.

French Creole: Nou genyen sèvis entèprèt gratis pou reponn tout kesyon ou ta genyen konsènan plan medikal oswa dwòg nou an. Pou jwenn yon entèprèt, jis rele nou nan 1-800-307-4830. Yon moun ki pale Kreyòl kapab ede w. Sa a se yon sèvis ki gratis.

Polish: Umożliwiamy bezpłatne skorzystanie z usług tłumacza ustnego, który pomoże w uzyskaniu odpowiedzi na temat planu zdrowotnego lub dawkowania leków. Aby skorzystać z pomocy tłumacza znającego język polski, należy zadzwonić pod numer 1-800-307-4830. Ta usługa jest bezpłatna.

Japanese: 当社の健康 健康保険と薬品 処方薬プランに関するご質問にお答えするため に、無料の通訳サービスがありますございます。通訳をご用命になるには、1-800-307-4830にお電話ください。日本語を話す人 者 が支援いたします。これは無料のサービスです。

Hawaiian: He kōkua māhele ʻōlelo kā mākou i mea e pane ʻia ai kāu mau nīnau e pili ana i kā mākou papahana olakino a lāʻau lapaʻau paha. I mea e loaʻa ai ke kōkua māhele ʻōlelo, e kelepona mai iā mākou ma 1-800-307-4830. E hiki ana i kekahi mea ʻōlelo Pelekānia/ʻŌlelo ke kōkua iā ʻoe. He pōmaikaʻi manuahi kēia.

*****This is the end of this plan benefit summary*****

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20230621-A-Approve Aetna MAPPO BACKUP

Final Audit Report 2023-06-09

Created:	2023-06-08
By:	Mai Moua (mai.moua@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARLmUjACm6w0gwBSIngcsPs9ZAvuWoL9s

"20230621-A-Approve Aetna MAPPO BACKUP" History

Document created by Mai Moua (mai.moua@fresnounified.org)
2023-06-08 - 0:04:55 AM GMT

Document emailed to Stacey Sandoval (stacey.sandoval@fresnounified.org) for signature
2023-06-08 - 0:07:03 AM GMT

Email viewed by Stacey Sandoval (stacey.sandoval@fresnounified.org)
2023-06-09 - 5:26:09 AM GMT

Document e-signed by Stacey Sandoval (stacey.sandoval@fresnounified.org)
Signature Date: 2023-06-09 - 5:48:40 AM GMT - Time Source: server

Agreement completed.
2023-06-09 - 5:48:40 AM GMT

Aetna MAPPO

Final Audit Report 2023-06-09

Created:	2023-06-09
By:	Florencia Ventura Rodriguez (florencia.venturarodriguez@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYbqVjJroUEDoCZxFjdeLhwolJiZ-P5UF

"Aetna MAPPO" History

Document created by Florencia Ventura Rodriguez (florencia.venturarodriguez@fresnounified.org)
2023-06-09 - 3:41:09 PM GMT- IP address: 206.78.213.107

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2023-06-09 - 3:42:18 PM GMT

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Signature Date: 2023-06-09 - 5:16:36 PM GMT - Time Source: server- IP address: 206.78.213.102

Agreement completed.
2023-06-09 - 5:16:36 PM GMT

Aetna Life Insurance Company - MAPPO

Final Audit Report 2023-06-28

Created:	2023-06-27
By:	Florencia Ventura Rodriguez (florencia.venturarodriguez@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAA6DUqeYEEIE7YIA4iAWR78-Vgc8cxmlj

"Aetna Life Insurance Company - MAPPO" History

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2023-06-27 - 11:40:40 PM GMT- IP address: 206.78.213.107

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Signature Date: 2023-06-28 - 5:37:51 PM GMT - Time Source: server- IP address: 206.78.213.133

Agreement completed.
2023-06-28 - 5:37:51 PM GMT

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Renewal Agreement with Aetna Life Insurance Company-Open Choice

ITEM DESCRIPTION: Included in the Board material is a renewal agreement with Aetna Life Insurance Company, Open Choice Preferred Provider Organization (PPO) plan for dependents of our Medicare retirees who are not Medicare eligible or not enrolled in Medicare. As the district moves towards a fully insured Medicare Advantage Plan, we must ensure our retirees and their dependents have coverage.

Approximately 300 dependents currently participate in the plan. Participants access medical services through the PPO Network, like active employees and early retirees. Aetna currently has nationwide coverage and providers in all 50 states.

The district moved to 100% in-network coinsurance effective January 01, 2024, and this policy will reflect this change for the estimated 300 lives under the plan. Total premiums will fluctuate based on enrollment. There is a 7% decrease in cost for 2026 and a 15% renewal rate cap for 2027. This contract will cover January 01, 2026, through December 31, 2026. The total premiums will fluctuate based on enrollment; the estimated cost will be about $5.7 million.

These services align with the Joint Health Management Board's established goals and responsibilities for providing high-quality health care to active employees and retirees.

FINANCIAL SUMMARY: Sufficient funds in the amount of $5.7 million are available in the Internal Health Service Fund budget.

PREPARED BY: Steven Shubin

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen



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

Contract Routing Form

Contract Attached

Contract Number: 320494

Federal Funding Will Not Be Used

Aetna Life Insurance Company	***Annuity Company P.O. Box 11407, Drawer 0029, Birmingham, Al, 35246-0029***
Vendor Name	***Address***
619-497-4024	**Jeffrey Friedli**
Phone Number	***Vendor Contact***
Term (Duration) From: 1/1/2026	**Through: 12/31/2027**
FUSD Contract Administrator: Steven.Shubin@fresnounified.org	**Benefits & Risk Management**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **670 0841 0880 5856 0000 6000**

Contract Amount: $5,700,000.00 **Estimated**

Scope of Work Summary: *Renewal* Agreement *With The Aetna Open Choice Preferred Provider Organization (Ppo) Plan For Dependents Of Our Medicare Retirees Who Are Not Medicare Eligible Or Not Enrolled In Medicare. As The District Moves Towards A Fully Insured Medicare Advantage Plan, We Must Ensure Our Retirees And Their Dependents Have Coverage.*

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:** Steven Shubin

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

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

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

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

Routing: ***Board Date(if applicable): 12/17/2025***

Procurement Detail *Benefits |*

Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 670-0880-0841-6000-0000-5856

District Contact Person: Steven Shubin

Budget Manager Approval: _____

Contractor's Vendor Name: Aetna Life Insurance Company

Contractor's Contact Person: Jeffrey Friedli

Contractor's Title: Account Director, Aetna Public & Labor

Contractor's Telephone Number: 619-497-4024

Contractor's E-mail: FriedliJ@aetna.com

Contractor's Address: 151 Farmington Avenue, Hartford, CT 06156

Contractor's Taxpayer ID# or SSN#: 066033492

This Independent Contractor Services Agreement (the "Agreement") is made and entered into effective 1/1/2026 (the "Effective Date") by and between the Fresno Unified School District ("District") and Aetna Life Insurance Company("Contractor").

Scope of Services, Term and Compensation

1. Contractor Services. Contractor agrees to provide (see attached Renewal Proposal).

2. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor under applicable Federal and California State law, and not an officer, employee, agent, partner, or joint venture of the District.

3. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

4. Term. This Agreement shall begin on 1/1/2026 , and shall terminate on 12/31/2026 There shall be no extension of the term of the agreement without express written consent from all parties.

5. Compensation. District agrees to pay Contractor in accordance with the rates set forth in the Group Policy. Checks will be made payable to Aetna Life Insurance Company. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 6. District agrees to pay Contractor any premium and fees not subject to a good-faith premium or fee dispute within thirty-one (31) days of the first day of the month in accordance with the terms of the group policy. District shall pay any premium due through any grace period described in the group policy up to the day of termination.

   "Good faith premium or fee dispute": If any portion of the premium or fees is reasonably disputed, the District shall pay the Contractor the undisputed portion, and provide written details of disputed amounts to the Contractor explaining the District's good-faith basis for disputing such premium or fees within thirty-one (31) days of the Contractor notifying the District of discrepancies between the premium and fees paid by the District and amounts the Contract believes are due and payable. The District may withhold such disputed portion during pendency of such dispute, during which time the Parties agree to use commercially reasonable efforts an negotiate promptly and in good faith to resolve the dispute.

   Notwithstanding the above, the District's right to reasonably dispute all or any portion of premium or fees will not in any way nullify the Contractor's termination rights under the group policy.

6. Incidental Expenses:

   ☐ **Yes** (see below) ☒ **No**, Vendor initial here JF

Contractor shall be reimbursed only for reasonable expenses properly and actually incurred in the performance of services provided for District.

   a. Lodging $_____ Actual cost of single occupancy. Not to exceed $100 per night. *Receipt Required.

   b. Meals $_____ Reimbursement limited to actual cost up to the following rates: Breakfast

      i. $12.20, Lunch $18.30, Dinner $30.50. *Receipt Required.

   c. Travel $_____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.

   d. Supplies $_____ As negotiated with school/department contracting for service.

   e. Total Estimated Cost (Sum of paragraphs 5 and 6a – d): $_____

   f. Other $_____

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

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

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

10. Conflict of Interest. Intentionally Omitted.

11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason in accordance with the Termination Section of the Group Policy. 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 at its own expense.

    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 13, 14, 18, 19, and 20; and (b) all premium and fees due and payable hereunder which are not subject to a good-faith premium or fee dispute through the termination date in accordance with Paragraphs 5 and 6.

    There shall be no additional fee to process claims incurred but not reported prior to the termination of this Agreement (Run-Out Claims). Any such Run-Out Claim fees or related costs are expressly included in the Payment set forth in Paragraph 5 of this Agreement.

12. Transfer of Data. Following termination of the Agreement, and upon payment of all premium and fees which are not subject to a good-faith premium or fee dispute by the District, Contractor shall transfer all the District and participant data necessary to administer the plan to the successor carrier. Such data shall be transferred to the successor carrier at the direction of the District 60 days after the effective date of termination.

Confidentiality

13. **Confidential Information**

    a. For the purposes of this Agreement "Confidential Information" includes any written or oral proprietary or Business Confidential 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, 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.

       For the avoidance of doubt:

       The term "Business Confidential Information" as it relates to the District means the District identifiable business proprietary data, procedures, materials, lists and systems, but does not include Protected Health Information ("PHI") as defined by HIPAA or other claims-related information.

       The term "Business Confidential Information" as it relates to Contractor means the Contractor identifiable business proprietary data, rates, fees, provider discount or payment information, procedures, materials, lists and systems.

    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, contracted 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 ten (10) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.b. Upon the request of the District Contractor shall provide a written acknowledgement that each of its Representatives is bound by agreements with substantially the same terms of this Paragraph 13.b.

    c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance, if it is reasonably possible to do so:

   i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

   ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and

   iii. At the District's request, Contractor shall take reasonable steps to assist the District in the District's pursuit, at its expense, of a protective order to restrict the disclosure of Confidential Information.

e. All Confidential Information initially provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to such Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any of such Confidential Information. After its review of such Confidential Information Contractor will return to the District all such Confidential Information disclosed to it (including copies or summaries of such Confidential Information), or with the District's permission destroy such Confidential Information and certify in writing that it has been destroyed.

f. 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.

Indemnification, Insurance, and Taxes

14. Indemnity. For purposes of this Agreement, the Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board from and against that portion of any and all claims, damages, losses, and expenses (including, but not limited to attorney's fees, accounting fees, and costs including fees of consultants to the extent permitted by law) alleged or incurred directly arising out of or directly resulting from: performance of this Agreement (including, but not limited to) the Contractor's use of the site; the Contractor's completion of the duties under this Agreement; damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board for any act, omission, negligence, or misconduct of the Contractor or their respective Agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

    Contractor will discharge its obligations under this Agreement with that level of reasonable care which a similarly situated services provider would exercise under similar circumstances. Contractor shall observe the standard of care and diligence required of a fiduciary under applicable state law.

    The District and Contractor agree that: (i) health care providers are not the agents or employees of the District or Contractor and neither party renders medical services or treatments to Plan Participants; (ii) health care providers are solely responsible for the health care they deliver to Plan Participants, and neither the District nor the Contractor is responsible for the health care that is delivered by health care providers; and (iii) the indemnification obligations in this Section 14 do not apply to any portion of any loss relating to the acts or omissions of health care providers with respect to Plan Participants.

    For the purposes of this Agreement, "Agent" means a representative who is authorized to act for or in the place of a party to this Agreement but does not include:

    (i) health care providers; or
    (ii) licensed producers such as brokers.

15. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Agreement: (1) 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) dollars annual aggregate limit; (2) 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; (3) Errors and Omissions Insurance with a policy limit of no less than $5 million ($5,000,000) dollars; and (4) a Cyber liability policy shall be maintained with a limit of not less than $10 million ($10,000,000) dollars per claim. The Commercial General Liability policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event the Contractor's policy should have an exclusion for sexual molestation or abuse claims, then Contractor shall be required to procure a supplemental policy providing such coverage. The District shall be included as an additional insured on the Commercial General Liability and Business Automobile Liability policies by separate endorsement (blanket endorsements are acceptable). A Certificate of Insurance and Endorsements shall be attached to the Agreement as proof of insurance. The Contractor's policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

16. 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. In particular, 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 such applicable taxes.

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.

Dispute Resolution

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws principles thereof. Venue shall be in the appropriate court in Fresno, California.

19. Arbitration. If any dispute arises concerning the performance, interpretation, or enforcement of this Agreement, the Parties hereto agree that such matter shall be determined by arbitration, upon the written request of one party given to the other. Such arbitration shall be conducted in the County of Fresno, California and shall be in accordance with the American Arbitration Association under its Commercial Arbitration Rules then in effect. Any award under such arbitration, including any award for damages, may be entered in any court having jurisdiction thereof.

20. Attorney's Fees. Intentionally Omitted.

Miscellaneous

21. Written Notice. Any notice or other communication hereunder must be given in writing and either (a) delivered by email, (b) delivered in person, (c) delivered by FedEx or similar commercial delivery service, or (d) mailed by certified mail, postage prepaid, return receipt requested, to the Party to which such notice or communication is to be given, at the address first set forth below or to such other address as either party shall have last designated by such notice to the other Party.

    Each such notice or other communication shall be effective (a) if sent by email, on the date that the email is received, however, if the time of deemed receipt of any notice is not before 5:00 p.m. local time on a business day at the address of the recipient it is deemed to have been received at the commencement of business on the next business day, (b) if given by mail, five (5) days after such communication is deposited in the mail and addressed as aforesaid, (c) if given by FedEx or similar commercial delivery service, one (1) business day after such communication is deposited with such service and addressed as aforesaid, and (d) if given by any other means, when actually received.

District:
Executive Director of Purchasing
Purchasing Department
Fresno Unified School District
4498 N. Brawley Avenue
Fresno, CA 93722

cc:
Executive Officer
Payroll and Benefits Department
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93722

cc:
Attn: Giovanni Pacheco & Sharlene Langhoff
Marsh McLennan
9171 Towne Center Drive, Suite #500
San Diego, CA 92122

Contractor:

Attn.: Jeffrey Friedli, Account Director
Aetna Public & Labor
151 Farmington Avenue
Hartford, CT 06156

22. Entire Agreement. The Group Policy and this Agreement are intended by the Parties as the final expression of their agreement. The terms included in the Group Policy and any riders thereto and herein are the complete and exclusive statements of the Parties' agreement and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. The Group Policy is a fully insured policy filed and approved by the California Department of Insurance (CDI). The Parties intend that the terms of this Agreement may clarify and expand upon terms in the Group Policy only as permitted by state law. In the event of a conflict or inconsistency between the terms of the Group Policy or this Agreement, the Parties shall follow the Order of Precedence in paragraph 34.

23. 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.

24. 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.

25. 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 applicable legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.

26. 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.

27. Severability. If any term or provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by court of competent jurisdiction, then to the extent necessary to make such provision or this Agreement legal, valid or otherwise enforceable, such term or provision will be limited, construed or severed and deleted from this Agreement, and the remaining portion of such term or provision and the remaining other terms and provision hereof shall survive, remain in full force and effect and continue to be binding, and will be interpreted to give effect to the intention of the Parties hereto insofar as that is possible.

28. Waiver and Amendment. 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.

29. Assignment. Intentionally omitted.

30. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable Federal and California State laws.

31. Business Associate Agreement. Intentionally omitted.

32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

33. Board Approval. For contracts in excess of $15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

34. Order of Precedence. In the event of a conflict in the provisions of this Agreement and any subsequent contracts, the following shall prevail in the order set forth below:
    1. The Group Policy and any Riders thereto.
    2. This Agreement and any Amendments thereto.
    3. The Contractor's Letter of Understanding dated January 5, 2023.
    4. The Contractor's response to the District's Request for Proposal.

***

DISTRICT

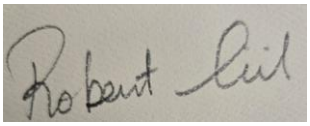
Fresno Unified School District

Chief Financial Officer

Date

CONTRACTOR

Aetna Life Insurance Company



Robert Sinik/ Lead Director, Account Management

11/17/25

Date

Approved As To Form:

Dec 5, 2025

Executive Director, Benefits and Risk Management

Aetna Life Insurance Company

Amendment

Policyholder: Fresno Unified School District

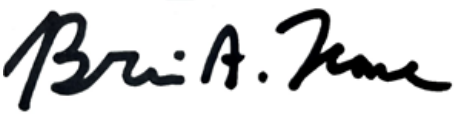
Group Policy number: GP-0891049

Amendment effective date: July 1, 2024

Your group policy is changed. The following describes the changes. This change is effective on the date shown above.

The policy terms and premium due dates have changed as shown below:

Policy terms:	
	The term shall be:
	The period beginning on July 1, 2024 and ending on December 31, 2025.
	After that, the terms are:
	The 12 consecutive month period beginning on January 1 of each year.
Premium due dates:	The effective date and the 1st day of each succeeding calendar month.



Brian A. Kane
President
Aetna Life Insurance Company
(A Stock Company)

Renewal Date Change
Issue Date: April 2, 2024



aetna®

An Aetna Renewal
Presented to

Fresno Unified School District

By Marsh & Mclennan Agency Llc
Effective: January 1, 2026
Plan Sponsor Numbers: 891049

Jeffrey Friedli
Account Director- S

Phone: 619-497-4024
Email: FriedliJ@AETNA.com

Brian Donohue
151 Farmington Avenue
Hartford, CT 06156
Phone: 860-273-6820
Email: DonohueB@aetna.co

October 9, 2025

Mr. Giovanni H. Pacheco CSFS VBS
Fresno Unified School District
Marsh & McLennan Insurance Agency LLC
Principal | Practice Group Leader
9171 Towne Centre Drive, Suite #500
San Diego, CA 92122

Dear Mr. Giovanni Pacheco:

Thank you for trusting us to continue to provide your health benefit during the past year. Enclosed is your medical renewal for the January 1, 2026 policy period.

As your partner, we will continue to help you deliver cost savings and offer the right health experiences for every member, on every journey – one that's seamless, easy to access and where you want us to be. Through our unrivaled touchpoints and innovative solutions, we're **creating better health, together**.

This renewal includes the following exhibits and changes:

Outlined below are highlights of the changes to your plan(s) and the information presented in the renewal package.

- **Proposed Rates**
  The cost to operate your current medical plan(s) will decrease by -7.00 percent.
  Additional Bundle up Discounts may be available if you purchase additional coverages with us.

- **Medical Programs and Services**
  - Your well-being program is changing to Aetna Health Your Way™. Aetna Health Your Way™ is a digital platform that provides members with access to all the health and wellness related programs from Aetna all in one location.
  - CVS Health Virtual Care™ and/or CVS Health Virtual Primary Care™ are included as part of your plan where available.
- **Caveats**

Please review the additional important information found at the following URL. This information is incorporated by reference into this package and considered part of your policy. This quote is subject to all the terms and conditions set forth in this URL. In the event that any information contained herein conflicts or is inconsistent with the information in the Underwriting Disclosure Document, the information in your Renewal Package prevails.
https://www.aetna.com/content/dam/aetna/pdfs/aetnacom/legal-notices/documents/large-group-insured-medical-underwriting-disclosures-as-of-05-01-2024.pdf

For the best implementation experience, please notify your Account Team of changes to your plan design, programs and services no later than November 1, 2025. Some programs and services require additional notification prior to effective date for successful implementation. Please discuss with your Account Team for program specific implementation lead times.
We will strive to implement these changes on a timely basis.

Your insured renewal package remains in effect until December 31, 2026.

If there are no changes impacting this renewal as outlined in your Caveats, the rates will remain in effect through December 31, 2026. This renewal package beginning with the Proposed Rates is considered an amendment to your existing policy. Continuance of your benefit plan and payment of rates constitutes acceptance of this renewal. Please contact your Account Manager by October 1, 2025 to ensure they are able to address your questions prior to implementing your renewal.

Sincerely,

Jeffrey Friedli
Mgr, Account Executive

Brian Donohue
Ld Dir,Underwriting

Fresno Unified School District

Proposed Offering - Revised 7/23/25

Contact Information

Account Manager:	Jeffrey Friedli	Email:	FriedliJ@AETNA.com
Telephone Number:	619-497-4024		

Assumptions

Contract State:	CA	Lives:	306
Pooling Level*:	$200,000	Sic Code:	8211
Commissions:	0.00%	Mem/EE Ratio:	1.21
		Rx Formulary:	Advanced Control Plan Aetna: CA

Proposed Rates

Effective Date: January 1, 2026 **End Date:** December 31, 2026

Coverage	Lives	Current Rates	Proposed Rates	% Change
Open Choice PPO HDHP				
deps of Medicare Retiree for Sp+Child(ren)				
Child(ren) Dependent	66	$1,121.30	$1,042.81	-7.00%
Spouse Dependent	208	$1,562.73	$1,453.34	-7.00%
Spouse +Child(ren) Dependent	32	$3,051.94	$2,838.30	-7.00%
Total	306	$496,716	$461,946	-7.00%

Total Medical Lives	**306**
Current Monthly Total Amount Due	**$496,716**
Proposed Monthly Total Amount Due	**$461,946**
Total % Change	**-7.00%**
Proposed Total Contract Period Amount Due	**$5,543,347**

*Clarifications

Pooling Level

The Pooling Level indicated in the assumptions above represents what was used in your pricing based on company standards for your market and case size. This may be subject to change.

Rate Cap

Our offer includes a maximum renewal rate guarantee not to exceed 15%. Any additional taxes or fees resulting from new Federal or State Legislation for the subsequent 12 month period will be added to the premium before rate cap is applied. The rate cap is subject to the same terms and conditions as stated in the caveats.

Fresno Unified School District

Experience Exhibit **Effective Date: January 01, 2026**

- This exhibit displays the historical experience used in the development of the rates.
- Claims displayed are incurred claims and have been completed.
- Claims experience includes National Advantage Program access fees (for savings achieved on covered claims with non-network providers and on high dollar, in-network facility claims).
- Claims may include adjustments for Value Based Contracts.
- This exhibit may include information from other carriers.

Current Year's Experience - Experience Group 1

Month	Members	Premium	Total Medical FFS/Caps	Rx Claims
202402	363	$453,768	$120,196	$91,115
202403	355	$441,898	$1,144,168	$91,981
202404	350	$434,035	$91,033	$116,278
202405	353	$443,347	$235,297	$101,409
202406	360	$448,737	$122,954	$105,664
202407	356	$477,928	$73,196	$119,296
202408	358	$482,101	$119,141	$185,533
202409	364	$490,962	$62,162	$155,620
202410	357	$483,222	$99,711	$225,191
202411	353	$474,526	$103,714	$163,959
202412	361	$481,824	$241,308	$180,937
202501	361	$485,023	$154,684	$183,254
TOTALS	**4,291**	**$5,597,370**	**$2,567,565**	**$1,720,236**
	Current Year Incurred Claims PMPM		**$598.36**	**$400.89**

Prior Year's Experience - Experience Group 1

Month	Members	Premium	Total Medical FFS/Caps	Rx Claims
202307	359	$450,680	$75,885	$53,519
202308	358	$451,226	$229,134	$107,168
202309	352	$447,696	$152,131	$98,534
202310	350	$445,837	$223,885	$98,998
202311	352	$446,741	$154,115	$101,336
202312	352	$444,251	$124,037	$107,072
202401	369	$459,567	$102,283	$101,456
TOTALS	**2,492**	**$3,145,999**	**$1,061,471**	**$668,081**
	Prior Year Incurred Claims PMPM		**$425.95**	**$268.09**

Premium Development

Current Monthly Amount Due	$498,646
Current Subscribers	306
Current Members	369
Current Premium PMPM	**$1,351.35**

Fresno Unified School District

Rate Change Development — Effective Date: January 01, 2026

- The components of your renewal rate change are detailed below.
- The current Net Adjusted Incurred Claims Per Member Per Month (PMPM) are trended forward to the Renewal Rate Period.
- Based on customer size by experience rating group, claims over a certain threshold are removed to normalize the claims experience in order to minimize large yearly fluctuations.
- A large claim adjustment is added to the Incurred Claims PMPM, and blended with Manual Claims PMPM, if applicable, to develop a blended expected claim PMPM. An adjustment for renewal benefit change is added if applicable.
- The Underwriting Adjustment includes a factor to modify the claims during the months affected by COVID-19.
- State taxes, commissions, and other adjustments are then added resulting in the final required premium PMPM.
- This exhibit may include information from other carriers.

Experience Grouping: Experience Group 1

	Current Year Experience	Prior Year Experience
Next Contract Period: 1/1/2026 - 12/31/2026		
Claim Basis:	Incurred	Incurred
Year Experience Period:	2/1/2024 - 1/31/2025	7/1/2023 - 1/31/2024
Paid Through:	3/31/2025	3/31/2025
Subscriber Months:	3,533	2,040
Member Months:	4,291	2,492
Experience Period Average Members:	358	356

Current Subscribers: 306
Current Members: 369

		Current Year Experience			Prior Year Experience		
		Med + Cap PMPM	Rx PMPM	Total PMPM	Med + Cap PMPM	Rx PMPM	Total PMPM
1	Incurred Claims	$598.36	$400.89	$999.25	$425.96	$268.09	$694.05
2	Deductible Supression	0.9997		0.9998	0.9915		0.9948
3	Incurred Claims x Deductible Suppression Factor	$598.20	$400.89	$999.09	$422.34	$268.09	$690.43
4	Pooled Claims	$184.91	$54.71	$239.62	$0.00		$0.00
5	Pooling Charge						
	a. Pooling Point	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000
	b. Pooling Factor (non-capitated Med & Rx claims only)	15.14%	15.14%		15.11%	15.11%	
	c. Pooling Charge	$62.82	$52.40	$115.22	$64.06	$40.50	$104.56
6	Incurred Claims w/ Pooling (3 - 4 + 5c)	$476.10	$398.59	$874.69	$486.40	$308.59	$794.99
7	Adjustment for Change in Network	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
8	Adjustment for Change in Plan	1.0225	1.0037	1.0140	1.0592	1.0077	1.0392
9	Adjustment for Change in Demographics	1.0448	1.0557	1.0497	1.0334	1.0432	1.0371
10	Underwriting Adjustment	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
11	Adjusted Incurred Claims (6 x 7 x 8 x 9 x 10)	$508.62	$422.36	$930.97	$532.40	$324.41	$856.81
12	Trend						
	a. Annual Trend Factor	12.16%	11.03%	11.65%	12.14%	11.04%	11.73%
	b. # of Months of Trend	23.0	23.0	23.0	32.5	32.5	32.5
	c. Projection Factor	1.2460	1.2220	1.2352	1.3639	1.3281	1.3504
13	Exp. Based Projected Claims (11 x 12c)	$633.76	$516.13	$1,149.89	$726.16	$430.84	$1,156.99
14	Experience Weighting	82%	82%	82%	18%	18%	18%

		Blended Results		
		Med + Cap	Rx	Total
15	Experience Blended Projected Claims	$650.78	$500.42	$1,151.20
16	Experience Credibility	65.0%	65.0%	65.0%
17	Manual (CRC) Projected Claims	$1,283.06	$208.52	$1,491.58
18	Blended Projected Claims	$872.08	$398.26	$1,270.33
19	Large Claim Adjustment			$0.00
20	Retention Charges		**Total**	**Total**
	a. Administrative Component		9.15%	$131.98
	b. Broker Commission Component		0.00%	$0.00
	c. Premium Tax Component		2.74%	$39.50
	d. Health Insurance Assessment		0.00%	$0.00
	e. Total Retention Charges (a + b + c + d)		11.89%	$171.47
21	Projected Premium			$1,441.81
22	Bundle up Discount (Newly Added Products)		0.00%	$0.00
23	Rate Adjustment			($49.92)
24	Proposed Premium			$1,391.89
25	Estimated Current Premium			$1,351.35
26	Required Rate Change (excludes 22 & 23)			6.69%
27	Proposed Rate Change (26 / 27 - 1)			3.00%

Fresno Unified School District

Programs and Services - Fully Insured Funding	Effective Date: January 01, 2026		
Program Summary	Medicare Eligible		
Implementation/Account Management			
Designated Account Management Team	Yes		
Designated Service Center	Yes		
Open Enrollment Marketing Material	Yes		
ID Cards	Yes		
Network Services			
CVS Health Virtual Care™	Yes		
Institutes of Excellence™	Yes		
No Cost/Low Cost Designated Walk In Clinic (MinuteClinic®)	Yes		
National Advantage™ Program	Yes		
National Medical Excellence Program®	Yes		
Care Management			
Aetna Enhanced Maternity Program	Yes		
Aetna One® Flex	Yes		
Enhanced Clinical Review	Yes		
MedQuery® with physician messaging	Yes		
Regional Case Management	Yes		
Utilization Management	Yes		
Member Resources			
Member Services	Yes		
Aetna Concierge	Yes		
Member Website and Mobile Experience	Yes		
Wellness Programs and Services			
Aetna Health Your Way™ Core	Yes		
24-Hour Nurse Line (frm.IHL): 1-800# Only	Yes		
Reporting			
Utilization Management Reporting	Yes		
Behavioral Health			
AbleTo Network – member cost share may apply	Yes		
Applied Behavioral Analysis (ABA)	Yes		
Managed Behavioral Health	Yes		

Your benefit plans may include access to CVS Health Virtual Primary Care™ and/or Teladoc Health for telemedicine services where available.

Fresno Unified School District

Caveats - Fully Insured — Effective Date: January 01, 2026

For the purposes of this document, Aetna may be referred to using "we,"our" or "us"and Fresno Unified School District may be referred to using "you"or "your".

Our quoted rates are proposed for the policy period effective January 01, 2026 through December 31, 2026.

Our renewal is illustrative and subject to change based upon underwriting review of total claims and large claims data that is current to within 150 days of the renewal date. You will receive final rates aproximately 150 days prior to the renewal date.

The caveats below apply to any future rate adjustments made for the same policy period unless new caveats and assumptions are provided.

Underwriting Caveats

We reserve the right to revise the premium, modify the terms of the offer or terminate if:

Enrollment

There is a 15 percent change in the enrolled number of employees in total or by plan from our enrollment assumptions.
This includes the impact of new or terminating locations and/or groups. (Change in census is based on additions and subtractions - a 60 life group who adds 3 people and takes away 3 others has a 6 person change in census even though they stay at 60 lives.)
Our renewal assumes coverage will not be extended to additional employee groups without review of supplemental census information and other underwriting information for appropriate financial review.

Member-to-Employee Ratio

The member-to-employee ratio changes by more than 15 percent from the 1.21 ratio assumed in this quote.

Group Size

In the event a Large Group, during the previous year, becomes a Small Group under the definition of Small Group of the situs state, the Large Group policy may not be renewed.

Plan Eligibility

The quoted plans are only for active employees and pre-65 retirees.

Quoted Benefits and Administration

A material change is initiated by you or by legislative or regulatory action which affects the cost of the plan. A material change includes, but is not limited to, changes impacting standard contract provisions, account structure, claim settlement practices, plan administration, plan benefits or changes to the programs and services we offer you.

Industry

The nature of business and/or SIC code changes from the 8211 code assumed in this quote.

Total Replacement

Any of the quoted lines of coverage are offered with an additional carrier.

Affordable Care Act Non-Renewal

Under Affordable Care Act (ACA) and state insurance regulations, a group health insurance policy may be non-renewed for certain reasons.

Multiple Employer Welfare Arrangements (MEWAs) and Employer Association Health Plans (AHPs)

This quote was prepared based on the situs state and demographic information for eligible enrollees, including their home zip codes, in accordance with all federal and state mandates. We must be notified immediately of any changes that affect plan locations due to new or changing enrollment status. We will evaluate regulatory requirements and may not be able to extend coverage in states which prohibit large group coverage through MEWAs and AHPs.

Assumptions

Underwriting

Prospective Quoting

The quoted insured medical rates are offered on a prospectively rated basis. No policy year accounting balance will be calculated for these coverages.

Participation

Our rates assume at least 75 percent of eligible employees excluding spousal and parental waivers must enroll in our Medical plans, but not less than 50 percent of all eligible employees regardless of spousal and parental waivers. We may adjust your final rates if our final participation level changes by more than 10 percent from what was assumed or falls below 30 percent of eligible employees regardless of spousal or parental waivers. Where federal law and state law permit, we may non-renew if our participation level falls below 20 percent of eligible employees participants regardless of spousal or parental waivers.

Contributions

You must provide the contribution strategy for both current and proposed plan(s).

Plan Design

This renewal is based on the current benefit plan designs, plus any noted deviations. Our standard provisions, contract wording and claim settlement practices will apply for items not specifically outlined. All applicable government regulations and state mandates will apply. These products are offered subject to the terms of our Benefit Review Document.

Underlying Plan

Our rates assume that there are no underlying plans in effect that will either partially or completely subsidize any member cost sharing including but not limited to copays, deductibles, and/or coinsurance balances.

Prescription Drug Benefits

Prescription drug benefits are included and will be provided by Aetna.

Point of Service Rebates

This renewal may include point of service rebates ("POS Rebates") favorable to, and shared with, eligible subscribers and dependents. However, Aetna reserves the right to make appropriate changes to the premium offered hereunder in the event POS Rebates are discontinued, in whole or in part, on account of any material changes made to

(i) the laws, rules and/or regulations applicable to POS Rebates or

(ii) any material drug manufacturer rebate contracts providing the source for POS Rebates.

Additional Products, Programs and Services

Costs for special services rendered that are not included or assumed in the pricing guarantee will be direct-billed after such services have been rendered. For example, you will be subject to additional charges for customized communication materials, as well as costs associated with custom reporting, booklet and SPD printing, etc. The costs for these types of services will depend upon the actual services performed and will be determined at the time the service is requested.

Member Communications

Pricing assumptions include direct communications access to Aetna membership through both ongoing Aetna Health communications and relevant ongoing included product/program specific communications. These communications can reduce member and plan costs by guiding in care navigation, managing chronic conditions, promoting preventive services, and more.

Billing Information

Billing and Payment of Premium

Amount due is payable on the first day of the month covered by the invoice. If the amount due is not paid in full within 30 days, we reserve the right to terminate the contract and/or assess late premium payment charges.

Producer Compensation

We are not serving as billing and collection agent for producer compensation. Our quoted rates do not include Producer Service Fees or commissions.

Claim and Member Services

Medical Service Center

We've assumed that claim administration and member services for the quoted plans will be managed centrally by the XXXXXXX Service Center. Members will be able to reach the Member Service representatives Monday through Friday from X a.m. to X p.m., .

Summary Plan Description (SPD) Modification

We've assumed that the standard SPD language will be used and any customization may require an additional cost.

Reporting and Data Transfer

Aetna Intellectual Property

Under the Group Policy, you may have access to certain of Aetna's Customer reporting systems. Aetna represents that it has either the ownership rights or the right to use all of the intellectual property used by Aetna in providing the Services under the Group Policy ("Aetna IP"). Aetna will grant you, as the Customer, a nonexclusive, non-assignable, royalty free, limited right to use certain of the Aetna IP for the purposes described in the Group Policy. You agree not to modify, create derivative product from, copy, duplicate, decompile, dissemble, reverse engineer or otherwise attempt to perceive the source code from which any software component of the Aetna IP is compiled or interpreted. Nothing in the Group Policy shall be deemed to grant any additional ownership rights in, or any right to assign, sublicense, sell, resell, lease, rent, or otherwise transfer or convey, the Aetna IP to you.

Additional

Please review the additional important information found at the following URL. This information is incorporated by reference into this package and considered part of your policy. This quote is subject to all the terms and conditions set forth in this URL. In the event that any information contained herein conflicts or is inconsistent with the information in the Underwriting Disclosure document, the information in your package prevails.

https://www.aetna.com/content/dam/aetna/pdfs/aetnacom/legal-notices/documents/large-group-insured-medical-underwriting-disclosures-as-of-05-01-2024.pdf

Legislative and Regulatory Requirements

Affordable Care Act (ACA) Taxes and Fees

The Affordable Care Act (ACA) imposes several fees/assessments. The Health Insurance Provider Fee (HIF) was applicable in 2020, but a federal omnibus bill signed on December 20, 2019 repealed the HIF for 2021 and beyond. Still applicable in 2026 is Patient-Centered Outcomes Research Trust Fund fee (PCORI). It applies to issuers of specified health insurance policies and plan sponsors of applicable self-insured health plans. The fee was set to end in 2019, but it was extended for 10 years through 2029. The fee applies to policy or plan years ending on or after October 1, 2012, and before October 1, 2029.

This rate quote includes, as applicable, an estimate of the PCORI fee. We reserve the right to modify the rate, or otherwise recoup such fees, based on future regulatory guidance, subsequent state regulatory approvals, or if estimates are materially insufficient.

Regulatory Reporting

We are entitled to rely on information supplied by you in connection with any regulatory filings we provide on your behalf or any other services we provide. We are not responsible for any penalties or fees associated with reporting delays/errors caused by your failure to provide us with accurate or timely information.

Mandates

Benefit provisions are subject to state, local, and federal mandates. Future mandates will be incorporated in the plan(s) as of the date required by law and may require rate adjustments.

California

Fraudulent Information

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

California Large Group Renewal Notice Requirement

For the period January 01, 2026 through December 31, 2026, the cost to operate your current Medical plans will increase 0.00 percent. This increase reflects both the Aetna premium and commission. This is lessor than the 2025 average rate increase for CALPERS (9.00 percent), lessor than the 2025 rate increase for Covered California individual market products (7.90 percent), and lessor than the average 2024 Large Group Rate Increase (10.70 percent).

California Rate Request Review

Pursuant to California Insurance Code § 10199.1(a)(1), this document includes your proposed rate changes and the Large Group Policyholder Request Form which we have made available here:
https://www.aetna.com/content/dam/aetna/pdfs/aetnacom/employer-plans/document-library/forms/cdi-large-group-contractholder-request.pdf

Upon receiving notice of a rate change, a large group policyholder that has more than 2,000 total insureds and coverage that is experience rated in whole or blended, may apply to the Department of Insurance (DOI) to review the rate change by sending an email with the completed form within 60 days of this notice to this address: HealthRateReview@insurance.ca.gov

Offer of Optional Benefits For Large Groups

Commercial health insurers must offer large group health plan sponsors optional coverage for specific benefits in certain states.

- If a group health plan is issued out of one of the five states listed in the chart below, the optional benefit listed below is offered. If accepted, the optional benefit will be provided to any subscriber regardless of where they reside.
- In addition, if a group health plan is issued in any state other than Alaska or Texas and has subscribers who reside in Alaska or Texas, only those subscribers who actually reside in Alaska or Texas as applicable would receive the Alaska or Texas optional benefit if accepted by the plan sponsor.
- Finally, for group health plans issued outside of California that have 50% or more of their employees located in California, the optional benefit for California is offered. If the California optional benefit is accepted, the benefit would be provided to all California subscribers.

Plan sponsors may request a quote from their account manager for any optional benefits that apply to them. If optional benefits are elected, the group health plan premium may increase.

Standard Aetna health plans may include similar benefits even if optional benefits are declined. If coverage for optional benefits is not desired, simply sign and return this form.

Optional Benefits	Policy Issued Out Of	Description
Dental, Hearing, and Vision Benefit	Alaska	All Policyholders may elect dental, hearing, and vision coverage **for Alaska residents** that is comparable to dental, vision, and hearing benefits to an individual entitled to medical benefits under Public Employees Retirement System of Alaska. AS Ins. Code Ann. 21.42.385 (2009)
TMJ – Musculoskeletal Disorders of the Face, Neck, or Head	Arkansas	Arkansas Policyholders may elect coverage of surgical and non-surgical procedures and diagnosis for musculoskeletal disorders affecting any bone or joint in the face, neck, or head, including TMJ and cranio-mandibular disorder. Coverage will include in-mouth appliances. ARK. Ins. Code Ann. §23.79.150 (2019)
Infertility/GIFT Treatment	California	California Policyholders may elect coverage for infertility treatment including gamete intra-fallopian transfer (GIFT), but not including in-vitro fertilization. For groups under 500 eligible lives: • The Comprehensive infertility/GIFT Benefit Rider covers 6 cycles of ovulation induction, 6 cycles of artificial insemination and • 1 cycle of gamete intra-fallopian transfer in the lifetime of the member. CAL. Ins. Code Ann. §10119.6 (2014) & CAL. Health & Safety Code Ann. §1374.55 (2014)
Hearing Aids **	Illinois	Illinois Policyholders may elect optional coverage for hearing instruments and related services to augment communication. Coverage is limited to $2,500 per hearing instrument every 24 months. 215 I.L.C.S.356z.30a (2020)
Temporomandibular Joint Dysfunction **	Illinois	Illinois Policyholders may elect optional coverage for medical treatment of temporomandibular joint disorder and craniomandibular disorder. 215 I.L.C.S.5/356q (1995)
In-vitro Fertilization **	Texas	All Policyholders may elect coverage for Texas residents of outpatient expenses that arise from in vitro fertilization procedures. Benefits for in-vitro fertilization procedures are provided at the same level as other pregnancy-related procedures under the plan. Tex. Ins. Code Ann. §§ 1366.001 – 1366.007 (2005)

Additional Hearing Impairment Coverage (not available to HMO contract holders)	Texas	All Policyholders may elect optional coverage which includes: • Routine Speech and Hearing exams. Policyholders may elect optional coverage which: 1) is not less favorable than coverage for physical illness generally under the plan; and 2) must be subject to the same durational limits, dollar limits, deductibles, and coinsurance factors as coverage for physical illness generally under the plan. Tex. Ins. Code Ann. §§ 1365.001 – 1365.004 (2005)

** Applies to self-funded public non-ERISA plan sponsors in addition to fully insured plan sponsors.

Please review and complete the information below and return this completed form to your Aetna account manager:

☐ I acknowledge receipt of this notice.

☐ I would like to receive a quote for the following optional coverage(s) applicable to my plan:

_____

☐ I am not interested in receiving a quote for any of the optional coverage applicable to my plan.

Note: renewing your plan without adding optional coverage constitutes a rejection of this offer.

Signature	
Title	Date
Group Policyholder Name	Policy/Control Number

Large Group and Public & Labor Self-Funded Medical Underwriting (UW) Disclosures as of 05-01-2024

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This supplemental underwriting disclosures document (the "Supplement Document") provides additional information regarding your programs and services and is intended to be used in conjunction with your new business proposal or renewal letter. The Supplemental Document applies to our Large Group and Public & Labor self-funded medical relationships administered by Aetna Life Insurance Company and its affiliates, including Innovation Health Insurance Company, Texas Health + Aetna Health Insurance Company, Banner Health and Aetna Health Insurance Company, Allina Health and Aetna Insurance Company and Sutter Health and Aetna Administrative Services, LLC. For purposes of this document, Aetna may be referred to using 'we', 'our' or 'us' and your company may be referred to using 'you' or 'your'.

Billing of Fees

Monthly Self-Funded billing

Aetna will reconcile the collected fees at the end of the Guarantee Period. Any surplus or shortfall due, will be payable within the timeframe specified in the Agreement for the payment of service fees.

Claim Wire Billing

Claim wire billing fees refers to the portion of the total administrative expenses charged through the claim wire as the services are rendered and are subject to any future fee increases independent of any changes to the base per employee, per month (PEPM). Fees charged through the claim wire include those described on the financial exhibit as well as those fees that the parties may subsequently agree to add to the claim wire from time to time. Programs or services charged through the claim wire are excluded from the monthly Guaranteed Fees as outlined in the financial exhibit and will not appear on the monthly

billing statement. Claim wire charges will appear in the claim detail report separated by unique Claim Reporting System (CRS) draft accounts and other monthly reports.

Subrogation

This recovery program involves analyzing trauma-related claim data when the health plan has incurred medical expenses on behalf of a plan participant associated with an accident, injury, or medical condition (typically due to some form of third-party liability, such as a motor vehicle accident, slip and fall on another person's property, etc.). Proprietary algorithms are applied to adjudicated claim data to identify a potential recoverable opportunity. Identified opportunities are investigated and negotiated for potential recovery. Any recoveries that are obtained are credited to the customer on a [quarterly] basis.

Calculation of Shared Savings

We calculate savings as the actual amount recovered. We will retain the percentage of savings specified in your service and fee schedule as compensation for the services provided under the program. These fees are primarily to support vendor costs and/or internal administrative costs of Aetna or its affiliates associated with the program. The following is an example of a savings calculation (using a 30% fee for illustrative purposes only):

Calculation Example	
Total amount paid by Plan for participant's case	$ 57,000
Total subrogation lien settlement	$ 8,333
Total Administrative Fee (30%)	$ 2,500
Total Net Credit to Customer	**$ 5,833**

Out of the subrogation lien settlement, the customer will receive a total net credit of $5,833 and Aetna will retain $2,500 (30%) as compensation for the services provided by Aetna, its affiliates and/or a vendor with respect to the program. These amounts will be charged and credited to the customer on a quarterly basis and disclosed in the claim detail report.

Contracted Services

This recovery program is intended to locate overpayments that might not have otherwise been discovered utilizing specialized methods and applications. The following reviews are conducted on certain inpatient, outpatient, and professional claims submitted by in-network and out-of-network providers:

- **Coordination of Benefits (COB).** This review Identifies other primary insurance in situations in which Aetna has already paid as primary, assigns the correct COB order of primacy, updates our COB data stores to reflect the determination and recovers overpayments.
- **Retroactive Terminations**. This review identifies overpayments that occur where the claim was processed after the member's termination date.
- **Hospital and outpatient bill review** A hospital bill onsite chart review is conducted for eligible claims over $10,000. This review compares the patient medical records to the itemized bill to determine the integrity of the billed charges and the actual paid amount for claims paid using a fee for service reimbursement methodology.
- **Outpatient Coding Audits**. These audits are performed by clinical coders to verify the code assignment and reimbursement using medical records.
- **Workers Compensation**. This review includes a comparison member data to the state workers compensation database. The benefits are coordinated, and funds are recovered from Workers Compensation carriers.
- **DRG (Diagnosis Related Grouper) and Implant Audits**. DRG audits identify claims with DRG payment methodology which have a high recovery potential to ensure that diagnosis and procedure codes are assigned accurately. A short stay DRG audit is a post service, post payment review of participating and non-participating Medicare Risk inpatient claims paid under a DRG methodology to validate that it was medically appropriate for the patient to be treated and billed as inpatient rather than outpatient. This program also identifies potential implant and high-cost drug overpayments to ensure providers are complying with the contract cost limitation language on implant and high-cost drug reimbursement. Both medical chart audits are based on a comprehensive review of physician documentation within the medical chart.

These services may be performed by Aetna and/or its affiliates and/or an external vendor. Overpayments identified through this program are pursued for reimbursement from the provider and/or member. Any recoveries that are obtained are credited to the customer on a [quarterly] basis, along with the applicable contingency fee for the savings.

Calculation of Shared Savings
We calculate the savings achieved through the program as the actual amount recovered. We will retain the percentage of savings specified in your service and fee schedule as compensation for the services provided under the program. These fees are primarily to support vendor costs and/or internal administrative costs of Aetna or its affiliates associated with these programs. The following is an example of a savings calculation (using a 30% fee for illustrative purposes only):

Calculation Example	
Amount paid on claim	$ 1,500
Amount recovered (via pursuit of other primary coverage)	$ 1,000
Total Administrative Fee (30%)	$ 300
Total Net Credit to Customer	**$ 700**

Out of the amount recovered, the customer will receive a total net credit of $700 and Aetna will retain a fee of $300 (30%) as compensation for the services provided by Aetna, its affiliates and/or a vendor with respect to the program. These amounts will be credited and charged to the customer on a daily basis and are disclosed in the claim detail report.

PrudentMed®

The PrudentMed® program, offered by PrudentRx, assists your plan's members in securing available third-party copayment assistance for certain specialty drugs through the various programs funded by pharmaceutical companies.

Calculation of Shared Savings

We calculate savings as the dollar amount of financial assistance your eligible members receive through programs sponsored by pharmaceutical companies that provide financial assistance for payment of the member's cost share. In addition to benefiting your members, the plan will realize savings by increasing the member cost share (which increase in member cost share is offset by the manufacturer programs). A percentage of the savings generated will be charged as compensation for the services provided under thePrudentMed® program, as specified in your service and fee schedule. The following is an example of a savings calculation (using a 25% fee for illustrative purposes only):

Calculation Example	
Generated Savings from Pharma Copayment Assistance Programs	$ 10,000
Less Discount Factor (1%)	$ 9,900
Total Administrative Fee (25%)	$ 2,475
Net Savings	**$ 7,425**

In this example, PrudentMed® was able to generate savings by utilizing $10,000 in manufacturer funds. PrudentRx will receive $2,475 (25%) as compensation for the services provided under the PrudentMed® program. PrudentRx may share a portion of the service fee with third parties, including Aetna and/or its affiliates for services rendered in connection with the PrudentMed® program. This service fee will be charged to the customer on a monthly basis through claim wire billing.

Claim and Code Review Program

This program includes several components that apply additional layers of review to certain inpatient, outpatient, and professional claims submitted by in-network and out-of-network providers using claim editing and clinical coding validation capabilities that are integrated with our claims processing systems. Utilizing proprietary algorithms and claim editing solutions, these reviews ensure claims are properly coded and validated, compliant with Aetna's policies and provider contracts and clinically appropriate and consistent. These additional reviews may include:

- Edits to enhance accuracy and consistency of claims payments in accordance with Aetna's clinical, payment and coding policies identify claims subject to the Clinical Review Program and manage policies targeting billing errors as well as waste and abuse scenarios
- Evaluation of the clinical accuracy of claims
- Identification of inappropriate billing and procedures on certain medical, diagnostic and surgical claims
- Management of complex billing scenarios for medical injectables, which includes authorization support as well as compliance of FDA-recognized dose and frequency limits
- Reviews performed by specialized nurse coders to ensure accuracy of certain complex claims at risk of improper payment
- Enhanced claim editing for certain services
- Medical record reviews for claims meeting certain criteria that includes requesting medical records as needed

These reviews are applied to submitted claims and adjustments or denials are made for charges that are determined not authorized or not allowed. Examples of adjustments include: unbundling or mutually exclusive coding scenarios, experimental & investigational or cosmetic services, billing errors involving excessive number of units or billable thresholds, duplicate claims, multiple charges for the same procedure, billing errors, insufficient information regarding a service, non-covered services or supplies, services determined not medically necessary or not pre-authorized. Also included are services that may require clinical review such us level of care and DRG audits. The provider is paid the allowed amount, after application of any appropriate adjustments identified through the program.

These services may be performed by Aetna and/or its affiliates and/or an external vendor.

Calculation of Shared Savings
We calculate the savings achieved through the program as the difference in the paid amount. Savings is the difference between the amount that would have paid before review under the program and the amount paid after the claim was reviewed and adjusted. We will retain the percentage specified in your service and fee schedule as compensation for the services provided under the program.

The following is an example of a savings calculation (using a 30% fee for illustrative purposes only):

Calculation Example	
Program Adjustments/Denials	
Denied for specialty drug quantity limit	$ 500.00
Denied per specialized nurse coders	$ 500.00
Total disallowed charges	$1000.00
Shared Savings Retained by Aetna (30%)	$ 300.00
Net Plan Sponsor Savings	**$ 700.00**

Aetna will receive $300 (30%) of the total savings as compensation for the services provided by Aetna, its affiliates and/or a vendor with respect to the program and the customer received a net savings of $700 on these claims. The charge will be applied on a quarterly basis and disclosed in the customer's Claim and Code Review Report, which details savings on a claim-by-claim basis.

Producer Compensation

Aetna will honor "Agent of Record" or "Broker of Record" letters when an agent, broker or consultant sells new business or takes over one of its customers from another agent, broker or consultant. Please have an appropriate representative from your company sign such a letter using your company's letterhead. The change will become effective on the first day of the month following the date the payment unit receives the "Agent of Record" or "Broker of Record" letter unless another future date is designated in the letter. Aetna has various programs for compensating agents, brokers and consultants. If your company would like information regarding commission and additional bonus programs for which your agent, broker, or consultant may be eligible for, payments (if any) which Aetna has made to your agent, broker, or consultant (including commission and applicable bonus payments), or other material relationships your agent, broker, or consultant may have with Aetna, you may contact your agent, broker, or consultant, or your Aetna Account Executive. Information about Aetna's programs for compensating agents, brokers and consultants is also available at www.aetna.com.

Claim and Member Services

Alternate Office Processing (AOP)
Aetna regularly uses both internal and external claim adjudication services to meet service requirements of our business. These services may be located inside or outside of the United States. Aetna's quality standards and controls apply to all claims regardless of where they're processed. Standard pricing assumptions are in effect based on type of product, auto-adjudication, plan design and customer specific requirements. Aetna may adjust service fees based on the above factors and/or where you wish to limit use of Alternate Office Processing (AOP).

Medical Explanation of Benefits (EOB) Suppression
Aetna doesn't produce paper EOBs for members registered through our member website. Aetna doesn't' produce EOBs for claims when there is no member liability. EOBs are always available electronically through our secure member website. Members can visit **www.aetna.com** to register and sign into their account.

Eligibility Transmission
Aetna assumes the customer will submit eligibility information once a week, twice a week or every two weeks from the customer's location(s) and/or by the customer's designated vendor. The preferred method of submission is via electronic connectivity. Aetna doesn't charge for the first four Electronic Reporting (ELRs)/segments whether associated with one transmission or by multiple methods. Costs associated with more than four ELRs/segments or with any custom programming necessary to accept the customer's eligibility information and/or information coming from a designated vendor aren't included in this proposal/renewal and will be assessed separately. Customers who elect to send eligibility less frequently than every two weeks may incur additional charges due to the increase in retroactive activity. Customers who elect to send eligibility information more than twice a week may incur additional charges due to additional time and resources necessary to manage files. During the installation, we will review all available methods of submitting eligibility information and identify the approach that best meets the customer's needs or the needs of the customer's designated vendor.

Member ID Cards
Our standard is to provide new customers with physical ID cards for the family ("family style") except where individual ID cards are mandated by state law. The number of cards mailed is dependent on the type of coverage and state laws. For existing customers at renewal, digital ID cards are issued to members with an email address on file when changes are minor. Customers requesting a reissue of ID cards without a business reason may incur an additional charge. Examples of a business reason for reissuing physical ID cards where charges will be waived include, but are not limited to:

- Key Benefit Plan Changes
- New Hires/Rehires
- Member elects a different benefit plan option
- Member calls to request a replacement/additional ID card

ID cards and member plan details which include plan deductibles and out of pocket limits are always available electronically through our secure member website. Members can visit www.aetna.com to register and sign into their account.

Network Services

Delegated Relationships

In some circumstances, we engage third parties to perform certain operations. A few examples of functions that are "delegated" in this manner include claims management, utilization management, credentialing and call center. We are ultimately responsible for these functions and exercise oversight over the delegated activities. In some cases, we enter into these delegated arrangements with participating providers and provider organizations, including ACOs, network vendors, specialty groups and medical service organizations.

Under some of these arrangements, the vendor bills us for the health care services performed by the vendor's network of providers, as well as for the other administrative/delegated services performed by the vendor. In those situations, we determine the allowed amount, based on the vendor's contracted rate with Aetna, which may include fees supporting the administrative/delegated services. For claims that are billed through these arrangements, the amount charged by or paid to the underlying provider who rendered the health care services may be higher or lower than the allowed amount used to determine what the plan and plan participant owes because the allowed amount under the plan will be our contracted rate with the vendor, and not the contracted amount between the vendor and the underlying provider who rendered the health care services. Accordingly, in this scenario, the allowed amount under the plan for purposes of determining what the plan and participant owes will include fees paid to the vendor for administrative or delegated services (or both) and will not be limited to amounts related to medical services.

Network Provider Arrangements

Certain network providers require payment of claims that might otherwise be denied, such as those not medically necessary or experimental or investigational (but does not require payment for services you expressly exclude from coverage, such as for cosmetic surgery). We will charge you for these claims in order to be able to continue providing

members with access to services on an in-network basis. You agree to comply with such applicable provisions of our network provider contracts.

Value-Based Contracting

Introduction

Aetna has a variety of different value-based contracting (VBC) arrangements with many of our in-network providers. These arrangements compensate providers to improve indicators of value such as, effective population health management, efficiency and quality care.

Contracting Models

Aetna has VBC arrangements ranging from bundled payments and pay-for-performance approaches to more advanced forms of collaborative arrangements that include integrated technology and case management, aligned incentives and risk sharing. Our VBC models include:

(A) Pay for Performance (P4P). Under P4P programs, Aetna works together with providers (doctors and hospitals) to develop and agree to a set of quality and efficiency measures and their performance impacts their total compensation.

(B) Bundled Payments. In a Bundled Payment model, a single payment is made to doctors or health care facilities (or jointly to both) for all services associated with an episode-of-care. Bundled payment rates are determined based on the total expected costs for a particular treatment, including pre- and post-treatment services, and are set to incentivize efficient medical treatment.

(C) Patient Centered Medical Home (PCMH). In a PCMH, a primary care doctor leads a clinical team that oversees the care of each patient in a practice. The medical practice receives data about their patients' quality and costs of care in order to improve care delivery. Financial incentives can be earned based upon performance on specific quality and efficiency measures.

(D) Accountable Care Organizations (ACOs). In an ACO, Aetna teams up with systems of doctors, hospitals and other health care providers to help these organizations manage risk, improve clinical care management, and implement data and technology to connect providers, health plans and patients. The ACO arrangements include financial incentives for the organization to improve the quality of patient care and health outcomes, while controlling costs.

Aetna will continue to evolve our value-based contracting arrangements over time. We employ a broad spectrum of different reimbursement arrangements with

providers to advance the goals of improving the quality of patient care and health outcomes, while controlling costs.

Example Calculations

A customers' financial responsibility under many VBC arrangement is determined based on provider performance, using an allocation method appropriate for each particular performance program. These methods include:

A. Percentage of allowed claims dollars;
B. Percentage of member months;
C. Number of members.

Examples

A. **P4P.** Percentage of allowed claims dollars:
Achieving agreed upon clinical and efficiency performance goals by comparing performance year end to performance year baseline or an industry standard.

i. Provider earns $100,000 performance-based compensation for the 12-month period January to December;
ii. All Customers combined, incurred $8,500,000 in claims with the provider for the 12-month period January to December;
iii. Customer incurred $150,000 in claims with the provider for the 12-month period January to December;
iv. Customer's share of claims costs is ($150,000/$8,500,000) = 1.7647 %.
Formula: (Customer incurred claims/All Customers incurred claims);
v. Customer's share of the $100,000 performance-based compensation is 1.7647 % * $100,000) = $1,764.70, which would be processed as a claim through ordinary self-funded banking channels.

B. **PCMH and ACO**. Percentage of member months:
Achieving agreed upon clinical and efficiency goals as measured by performance year end to performance year baseline or an industry standard.

i. Provider earns $100,000 performance-based compensation for the 12-month period January to December;
ii. All Customers combined, had 100,500 member months with the provider for the 12-month period January to December;
iii. Customer had 9,500 member months (for 850 unique members) attributed to the provider for the 12-month period January to December;
iv. Customer's share of the member months is (9,500/100,500) = 9.4527%.
Formula: (Customer member months/All Customers member months)

v. Customer's share of the $100,000 performance-based compensation is (9.4527% * $100,000) = $9,452.73, which would be processed as a claim through ordinary self-funded banking channels.

C. **PCMH and ACO.** Number of Members:
In addition to Example B above, a quarterly Accountable Care Payment (ACP) may be made to the provider to fund activities necessary to meet the financial and clinical objectives. These are paid quarterly either during, or after the end of each quarter. The financial impact is considered in the total financial package negotiated with the provider.

i. We determine the attributed patients for the provider for the quarter April through June;
ii. Customer had 850 members attributed to the provider for the quarter April through June;
iii. ACP and FFS payments are incorporated into the final analysis of provider performance against the medical claims target;
iv. We apply the agreed upon rate to the attributed patients; i.e. $2.00 per-member, per-month (PMPM) = $6.00 per quarter per member, to determine funding to the provider;
v. Customer's calculated share is $5,100 ($6.00 * 850), which would be processed as a claim through ordinary self-funded banking channels.

General

Aetna will process any payments in accordance with the terms of each VBC arrangement. In each of the VBC models, self-funded Customers reimburse Aetna for any payment attributable to their plan when the payments are made. Each customer's results will vary. It is possible that payments paid to a particular provider or health system may be required even if the customer's own population did not experience the same financial or qualitative improvements. It is also possible that payments will not be paid to a provider even if the customer's own population did experience financial and quality improvements. A report of VBC charges to a Customer will be available on a quarterly basis. Upon request, Aetna will provide additional information regarding our VBC arrangements.

Subcontractors

The work to be performed by Aetna under the Services Agreement may, at Aetna's discretion, be performed directly by us or wholly or in any part through a subsidiary, an affiliate, or under a contract with an organization of our choosing. Aetna will remain liable for Services under the Services Agreement.

Out-of-Network Benefits and National Advantage™ Program Description

Aetna networks help save money for you and your employees. However, we know that sometimes members receive care out-of-network. Not all out-of-network claims are the

same. Sometimes members need care when an in-network provider is not available and sometimes they go out-of-network voluntarily if they have a plan that is not limited to in-network only options.

- **Involuntary:**
  - Emergency services: This often happens when a member gets care outside of our network for emergency care.
  - Out-of-network specialists: This can also happen when members get care in a network hospital from out-of-network specialists like radiologists or anesthesiologists.

  Aetna always covers involuntary out-of-network claims and make sure the member pays at their in-network benefit level.

- **Voluntary:**
  - This is when a member chooses to get treatment from outside of our network. An example would be when a member could have reasonably utilized a participating surgeon but instead elected to go to a non-participating surgeon. This can also happen when members seek a second opinion consult with an out-of-network specialist. In these situations, the member's contractual plan benefits apply.

National Advantage™ Program (NAP)

NAP includes a Contracted Rates component and two optional components: Facility Charge Review (FCR) and Itemized Bill Review (IBR). In addition, some plans also have Data iSight (DiS) if warranted based on their out-of-network plan rate. NAP's Contracted Rates component offers access to contracted rates for many medical claims from non-network providers (including claims for emergency services and claims by hospital-based specialists such as anesthesiologists and radiologists who do not contract with insurers) and ad hoc negotiations (when a contracted rate is not available). We retain a percent of savings achieved through NAP, including savings achieved through FCR and IBR, if elected, and DiS, if applicable. This NAP Fee is in addition to the per-employee, per-month administrative service fees.

Facility Charge Review (FCR)

FCR is an optional NAP component. FCR applies to inpatient and outpatient out-of-network facility claims for which a contracted rate or facility plan rate is not applicable and for which the claim amount exceeds a certain threshold as determined by Aetna. Through the FCR component, Aetna establishes a reasonable charge for a plan benefit in the geographic area where such benefit was provided to the member (**"Recognized Charge"**). The Recognized Charge is based on the provider's estimated cost, including an anticipated profit margin. The claim will be paid based on the Recognized Charge.

Out-of-network facilities may balance bill the member for any amount above the Recognized Charge. We offer three different types of FCR – Standard, Modified Balance Bill and Fixed Determination, which provide a range of options regarding how member balance billing will be handled through negotiations with the facility. Even with FCR, if a provider refuses to agree to a negotiated rate, claims may be paid at billed charges in certain circumstances. For claims eligible under the No Surprises Act (NSA), FCR pricing will not apply.

Standard FCR

In the event a member is balance billed, we have a Patient Advocacy reconsideration process which will attempt to negotiate with the facility to try to come to a mutually agreeable settlement amount. For claims that are to be paid at the preferred/in-network level under the terms of the member's plan of benefits, we'll negotiate with the facility so that the member isn't responsible for any covered charges in excess of any applicable deductible and coinsurance/copayments. However, for non-preferred out-of-network services, if we can't negotiate a mutually acceptable rate, the member may be responsible for charges in excess of the Recognized Charge.

Modified Balance Bill FCR

In the event a member is balance billed or the facility requests a reconsideration, we have a Patient Advocacy reconsideration process which will attempt to negotiate with the facility to try to come to a mutually agreeable settlement amount. We'll negotiate with the facility so that the member is not responsible for any covered charges in excess of any applicable deductible and coinsurance/copayments.

Fixed Determination FCR

In the event a member is balance billed, there is no Patient Advocacy reconsideration process for voluntary out-of-network claims. The member is responsible for charges in excess of the Recognized Charge for voluntary out-of-network claims. For claims that are to be paid at the preferred/in-network level, we will negotiate with the facility so that the member isn't responsible for any covered charges in excess of any applicable deductible and coinsurance/copayments.

Itemized Bill Review (IBR)

IBR is an optional NAP component. IBR applies to inpatient facility claims submitted by Aetna network providers (directly contracted) if (a) the submitted claim amount exceeds a certain threshold as determined by Aetna; and (b) Aetna's contracted rate with the provider uses a "percentage of billed charges" methodology. We refer to these as "IBR Claims."

Aetna will forward IBR Claims to a vendor to review and identify any billing inconsistencies and errors. The vendor reports back the amount of eligible charges after adjusting for any identified inconsistencies and errors. Aetna then pays the claim based on the adjusted bill.

Data iSight (DiS)

DiS applies to plans with certain out-of-network rates. MultiPlan, one of Aetna's external pricing vendors under NAP, uses the DiS patented methodology to price certain out-of-network claims, based on typical competitive charges and/or payments for a service, adjusted for the geography in which the service was provided. In the event a member receives a balance bill from a provider for an out-of-network service, patient advocacy services are available to assist the member. The DiS patient advocacy program gives members the ability to have an advocate from the vendor negotiate with providers on their behalf.

DiS will contact the provider to start negotiations on a mutually agreeable payment amount with no member balance billing. For claims that are to be paid at the preferred/in-network level under the terms of the member's plan of benefits, DiS will negotiate with the provider so that the member is not responsible for charges in excess of any applicable deductible and coinsurance/copayments. However, for voluntary out-of-network services, if DiS can't negotiate a mutually acceptable rate, the member may be responsible for charges in excess of the DiS out-of-network plan rate. Data iSight does not apply to NSA eligible claims.

Primary Care Physician Referrals for Gated Products

Because of certain provider contractual arrangements with some Independent Provider Associations (IPAs) and medical groups, Aetna will permit specific exemptions to the requirement that a member obtain a referral from their primary care physician (PCP) before receiving care from other providers.

Primary Care Physician Referrals for Gated Products with membership in California

Given the unique nature of the health care system in California, referral registration for members in California is generally not required. The delegated model in place in the state already encourages providers to make appropriate referral decisions for our members. Aetna believes this decision is in the best interests of customers, members and providers. However, please note that referral registration is required in California in the event that the servicing provider is not in the same network area (e.g., Los Angeles, Northern California, San Diego and Central Valley) as the member or the member's PCP. In addition, PCP selection is required. Par provider claims for members that do not select a PCP will be processed at the par non-authorized level.

Other Payments

Relationship Advisor

At times , we secure the assistance of third parties in support of procuring business and responding to RFPs. Any payments to such third parties will be disclosed to you in case you choose to include such information in your schedule 5500.

Specialty Pharmaceuticals Program

Rebates for specialty pharmaceuticals that are administered and paid through the Plan Participant's medical benefit rather than the Plan Participant's pharmacy benefit will be retained by Aetna as compensation for Aetna's efforts in administering the preferred specialty pharmaceuticals program.

Reporting

States' All payer Claims database (APCD) reporting

Certain state regulations require insurance carriers to supply data relating to their fully insured products to that state's all payer claims database (APCD). As a result of a recent US Supreme Court ruling, and as a TPA for your self-funded plan, Aetna is no longer required to submit self-funded plan health care claims data to states with APCDs.

However, in some states, the law indicates that providing the data for self-funded plans is voluntary. In these circumstances, Aetna won't provide your self-funded plan data to these states unless you inform us in writing that you wish us to do so.

New Hampshire (for customers with a business or branch location in New Hampshire)

Many states have passed laws requiring disclosure of health care claims data to all payer claims databases (APCDs). The data is used by the states for a variety of analytical purposes. You can find more information on APCDs at the APCD Council website at **http://www.apcdcouncil.org/**

In 2016, the U.S. Supreme Court ruled in Gobeille v. Liberty Mutual Insurance Co., that the Employee Retirement Income Security Act of 1974 (ERISA) prevents states from requiring self-insured customers to submit data to APCDs. As a result of this ruling, Aetna will not automatically submit your self-funded plan data to any state APCDs. If you wish to have your plan's date submitted to state APCDs, you will need to affirmatively opt into this process by notifying your account manager. Please read the New Hampshire Department of Insurance specific message to companies with a business location including a branch location in New Hampshire.

NHID Opt-In Form

All-Payer Claims Database Indication of Intent for Private employers Offering Self-Funded Health Coverage in New Hampshire

You are receiving this form under a 2016 New Hampshire law allowing a self-funded private employer to direct its claims administrator to include the health care claims data

of its employees and covered dependents in the state's All-Payer Claims Database (APCD) (NH RSA 420-G:11, V).

- In response to rising health care costs, the New Hampshire Insurance Department has, since 2003, collected health care claims data from insurers and third-party administrators in an APCD. To protect privacy, under state law the database "shall not include or disclose any data that contains direct personal identifiers". (NH RSA 420-G:11-a, I).

- The APCD enhances transparency, providing employers, policymakers, payers, and health care providers with vital information about the factors contributing to rising health care costs in New Hampshire. In addition, the Insurance Department uses the

- database to provide health cost information to the public, including employers and their employees, through the NH HealthCost website: **http://nhhealthcost.nh.gov/.**

- New Hampshire's database has always included data from self-funded employers, because the accuracy of information derived from the database increases when more claims are included. In 2016, the U.S. Supreme Court ruled that Vermont could not require self-funded private employers to submit data to the state's APCD. To clarify New Hampshire law after that ruling, the legislature required the creation of this form to allow self-funded private employers to direct their claims administrators to include their data.

If you elect to participate, please contact your claims administrator. If you have questions about New Hampshire's APCD or the department's efforts to improve health care cost transparency, contact the NH Insurance Department at 603.271.2261 or **requests@ins.nh.gov**, or visit **http://www.nh.gov/insurance/.**

Utah (for customers with a business or branch location in Utah)

VALUE OF PARTICIPATING IN THE UTAH APCD

- Data in the Utah APCD has supported a statewide coordination of benefits effort to reduce double payment and ensure that the responsible party is the one that pays.

- Patient privacy is taken very seriously and is protected by Utah and federal law.

- This initiative was created by the Utah State Legislature and is supported by the Governor's Office and key members of the business and health care communities.

- Prior to 2016, the APCD was receiving data for over 90% of Utah's population with private health care coverage. If employers do not opt in, that number could fall by as much as 40%, greatly affecting the ability to monitor trends and identify cost drivers.

Federal Mandates

Health Care Reform
Aetna believes this new business proposal or renewal letter is compliant with health care reform.

For customers with Grandfathered and Non-Grandfathered plans.
For your company's plans that are currently certified as grandfathered, in order to retain grandfathered status, the plan must meet all grandfathering criteria and must have done nothing to cause the loss of grandfathered status in relation to the benefits in place on March 23, 2010. It is your responsibility to inform us whether changes to your plan have resulted in a loss of grandfathered status. We recommend that you seek the advice of legal counsel in making this determination and/or before making changes to your medical plan or your business that might defeat grandfathered status.

You are also required to notify us if your contribution rate changes for a grandfathered plan at any point during the plan year. By accepting your renewal, you represent that your contribution rate towards the cost of coverage for the upcoming plan year has not decreased by more than 5 percentage points below the contribution rate that was in effect on March 23, 2010.

Except for specific and limited scenarios described as transitional rules in the health care reform legislation, if a plan's grandfathered status has been lost, it cannot be regained. If, after reviewing the grandfathering rules with your benefit consultant or counsel, you determine that your coverage could be or is grandfathered, and you want to retain grandfathered status, you should contact your Account Executive for further instructions.

For customers claiming religious exemption
Certain employers and organizations with a religious or moral objection, may claim an exemption from ACA contraceptive services coverage requirements, or request an accommodation. If you qualify and want to claim an exemption or request an accommodation, please work with your Aetna Account Executive to submit the required Certification so Aetna can handle accordingly. Aetna will treat your plan as subject to the ACA contraceptive services coverage requirements without an executed Certification on file.

HCR Dependent to Age 26
Source documentation of the dependent limiting age is required for plan installation. In the absence of documentation from the current carrier(s). the fee and Stop Loss rates consider the dependent limiting age is up to age 26/26 student/non-student based on health care reform legislation. The expected claims and, if applicable, the resultant Stop Loss factors (and claim target factors) contemplate the change to a dependent limiting

age of up to 26/26 student/non-student and may be amended upward upon receipt of the dependent eligibility.

Customers with Retiree Only Plans

Guidance issued by the Internal Revenue Service (IRS), and the U.S. Department of Labor (DOL), and Department of Health and Human Services (HHS) has indicated that "retiree-only" plans are exempt from the benefit mandates under the ACA (though retiree-only plans are subject to certain ACA fees and assessments). In order to demonstrate the establishment of a retiree-only plan, a plan should maintain, separately from the plan for current (i.e., active) employees, a separate plan document and Summary Plan Description (SPD) and file a separate Form 5500. If your company has a retiree-only plan, and wants to be considered exempt, you may be asked to submit a retiree-only certification form and required documentation by your Aetna Account Executive.

The benefits and fees within the new business proposal or renewal letter are subject to change pending any required approvals or future guidance from state or federal regulatory agencies. If you have questions, please contact your Aetna Account Executive.

Support for summaries of benefits and coverage (SBC) draft documents

At the customer's request, we will provide assistance in connection with the preparation of draft Summary of Benefits and Coverage (SBCs), subject to the direction, review and final approval of the customer. The development of draft SBCs by us will be based on the benefits information the customer has provided and existing plan information from our benefit source system. We will include plan design information in the draft SBC relating to products or services administered under the system. We will include plan design information in the draft SBC relating to products or services administered under the Services Agreement as well as any additional pharmacy or behavioral health carve out information provided by the Customer or its delegate. SBCs are not required for "retiree-only plans" as defined by the Affordable Care Act (ACA) and Aetna will not be supporting generation of SBCs for "retiree-only plans."

The customer has the responsibility to review and approve any SBCs and revisions hereto and to consult with their legal counsel, at their discretion, in connection with said review and approval, as well as to disseminate the final SBC to Plan participants. We have no responsibility or liability for the content or distribution of any of the customer's SBCs, regardless of the role we may have played in the preparation of the documents. The production of SBCs will not be subject to Service or Performance Guarantees.

For applicable plans and policies, the SBC must include statements about whether the plan or coverage provides minimum essential coverage (MEC) and if the coverage meets minimum value (MV) requirements. Under the Affordable Care Act (ACA), minimum value and minimum essential coverage determinations are associated with the employer's shared responsibility provisions. We will include the MV and MEC statements in SBCs that

are produced for plans with effective dates of January 1, 2014, and later. However, we will not make the MV or MEC determinations. Although it will indicate whether the plans meet or do not meet the minimum value standard, we do not assume any responsibility regarding determination.

We will provide the SBC in editable format so customers for self-funded plans can update MV and MEC statements within the document to appropriately reflect their determination for each respective plan. We do not provide legal or tax advice and recommend that customers consult with their own legal and tax counselors when making MEC and MV determinations. We have no responsibility or liability regarding the minimum value or minimum essential coverage evaluation, regardless of the role we may have played in reviewing/producing the SBC documents. We will review the minimum value standard for the plans based on the minimum value calculator criteria provided by the Department of Health and Humans Services (HHS).

Employer Reporting Requirements

Under Internal Revenue Code (IRC) Section 6055 health insurance issuers, certain employers, government agencies and other entities that provide Minimum Essential Coverage (MEC) to individuals must report to the IRS information about the type and period of coverage and furnish related statements to covered individuals. This information is used by the IRS to administer the individual shared responsibility provision and by individuals to show compliance with the individual shared responsibility provision.

IRC Section 6056 requires large employers (those having employed an average of 50 or more full-time employees during the preceding calendar year) to report to the IRS information about the health care coverage they have offered and also furnish applicable statements to employees. The purpose is to allow the IRS to enforce the employer responsibility provisions. Self-funded employers are responsible for collecting and reporting the information to both the IRS and its employees pursuant to their obligations under both Sections 6055 and 6056. For the collection they may use a combined form for their 6055 and 6056 reporting. Entities must file returns under the 6055 and 6056 requirements with the no later than February 28 of the year following coverage (if filing on paper) or March 31 if filing electronically. A statement must be furnished to individuals by January 31 of the year succeeding the calendar year to which the return relates.

Federal Mental Health Parity

For self-funded plans, it is the customer's responsibility to ensure its plan complies with Federal Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), including any and all regulations, amendments, and regulatory guidance. Aetna cannot provide a self-funded Customer legal advice on the application of MHPAEA (or any other law) to its plan. Where appropriate, Aetna can share its determinations concerning the scope and applicability of MHPAEA to our fully-insured plans for illustrative and informational

purposes only. Therefore, the Customer should consult with its legal counsel to determine compliance with MHPAEA.

European Union: General Data Protection Regulations (GDPR)

Aetna International has implemented a framework to follow the General Data Protection Regulation (GDPR), which became law in all European Union (EU) and European Economic Area (EEA) countries on May 25, 2018. This law gives people greater protection over their personal data, with the potential for significant fines for privacy breaches. GDPR includes requirements related to data collection, storage and usage among the companies and organizations that process personal data of individuals in the European Union.
Our domestic plans are not in scope. To help support operational requirements of GDPR, members based in the EU and EEA must be enrolled in Aetna International plans.

State Mandates

Illinois Registration of Business Entities

If awarded your business, we will comply with Section 20-160 of the Illinois Procurement Code. If Aetna fails to comply with Section 20-160 of the Illinois Procurement Code, any contract between us shall be voidable under Section 50-60 of the Illinois Procurement Code. We have registered as a business entity with the State Board of Elections and our registration certificate is enclosed. We acknowledge that we have a continuing duty to update the registration in compliance with applicable Illinois law.

New Jersey A-4 Surcharge

Chapter 8, Public Law 1993, requires health plans of school districts that do not participate in the State Health Benefits Program (SHBP) to pay an annual surcharge to the program. Referred to as A-4 , the surcharge is determined by the State Treasurer and is based on a percentage of the total claims paid for the coverage of employees of the nonparticipating school districts. Plan Sponsors subject to the surcharge are responsible for compliance and payment in accordance with applicable law. To assist Plan Sponsors in meeting their obligation, on an annual basis, Aetna will remit payment of the A-4 surcharge on behalf of the Plan Sponsor. Aetna will collect payment from the Plan Sponsor through the claim wire on an annual basis. The surcharge will appear as a separate line item in the claim wire. Once an annual reconciliation has been completed, any adjustments required to equal the actual A-4 payment to the State will be submitted through the claim wire.

New Jersey Out-Of-Network Consumer Protection, Transparency, Cost Containment and Accountability Act

Important information for Customers that have voluntarily elected to participate in the New Jersey Out-Of-Network Consumer Protection, Transparency, Cost Containment and Accountability Act (The Act). The Act requires employers sponsoring self-funded health

benefits plans to make a voluntary election annually to participate in the Act's arbitration program for New Jersey residents' inadvertent and emergency care claims involving New Jersey out of network providers. Contact your account manager if you have questions.

New York Dependent Age 30

New York law requires that we offer you the option to provide dependent coverage to age 30 or to allow dependents who reach the maximum age to continue his or her coverage to age 30 under certain conditions. Please reach out to your Account Representative for the offer letter.

If you are a person with a disability who needs assistance using our websites (or mobile apps), our Customer Service Representatives can assist you. Please call them at the number on your member ID Card or at 1-855-401-5713 from 9 a.m.-5 p.m. ET Mon-Fri. Persons with a hearing or speech disability can use 711 for Telecommunications Relay Service (TRS). Additional information can be found on the following URL: ***https://www.aetna.com/accessibility/accessibility-services.html***.

Aetna Life Insurance Company

NOTICE OF PROTECTION PROVIDED BY
CALIFORNIA LIFE AND HEALTH INSURANCE
GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

- **Persons Covered**
  Generally, an individual is covered by the Association if the insurer was a member of the Association and the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

- **Amounts of Coverage**
  The basic coverage protections provided by the Association are as follows.

  - **Life Insurance, Annuities and Structured Settlement Annuities**
    For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

    - **Life Insurance**
      80% of death benefits but not to exceed $300,000.
      80% of cash surrender or withdrawal values but not to exceed $100,000.

    - **Annuities and Structured Settlement Annuities**
      80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed $250,000.

    The maximum amount of protection provided by the Association to an individual, for all life insurance, annuities and structured settlement annuities is $300,000, regardless of the number of policies or contracts covering the individual.

- **Health Insurance**
  The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is $546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website https://www.califega.org/.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract.
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society.
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual.
- Employer and association plans, to the extent they are self-funded or uninsured.
- A policy or contract providing any health care benefits under Medicare Part C or Part D.
- An annuity issued by an organization that is only licensed to issue charitable gift annuities.
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract.
- Any policy of reinsurance unless an assumption certificate was issued.
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org, or contact either of the following:

California Life and Health Insurance
Guarantee Association
P.O Box 16860,
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles, CA 90013
(800) 927- 4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

Aetna Life Insurance Company



Notice Of Protection Provided By
Colorado Life And Health Insurance
Protection Association

This notice provides a brief summary of the Life and Health Insurance Protection Association ("the Association") and the protection it provides for policyholders. This safety net was created under Colorado law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Colorado law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association are:

- Life Insurance
  - $300,000 in death benefits
  - $100,000 in cash surrender or withdrawal values

- Health Insurance
  - $500,000 in hospital, medical and surgical insurance benefits
  - $300,000 in disability protection insurance benefits
  - $300,000 in long-term care insurance benefits
  - $100,000 in other types of health insurance benefits

- Annuities
  - $250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Colorado law.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's web site at https://www.colifega.org/, email jkelldorf@aol.com or contact:

Colorado Life and Health Insurance
Protection Association
P.O. Box 36009
Denver, CO 80236
(303) 292-5022

Colorado Division of Insurance
1560 Broadway, Suite 850
Denver, CO 80202
(303) 894-7499

Insurance companies and agents are not allowed by Colorado law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage.

If there is any inconsistency between this notice and Colorado law, then Colorado law will control.

Aetna Life Insurance Company



Summary of The Idaho
Life And Health Insurance
Guaranty Association Act
And
Notice Concerning Coverage
Limitations And Exclusions

Revised July, 2005

Residents of Idaho who purchase life insurance, annuities or health/disability insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Idaho Life and Health Insurance Guaranty Association. The purpose of the Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Association will assess its other member insurance companies for money to pay the claims of insured persons who reside in Idaho and, in some cases, to keep coverage in force. However, the protection provided by these insurers through the Association is limited and is not a substitute for consumers' care in selecting insurance companies that are well-managed and financially stable.

The Idaho Life and Health Insurance Guaranty Association Act provides a safety net for certain purchasers of insurance. Below is a brief summary of the Act's coverage, exclusions and limitations. This summary does not cover all provisions of the Idaho Life and Health Insurance Guaranty Association Act, nor does it in any way change anyone's legal rights or obligations under the Act including the legal rights or obligations of the Association.

Coverage
Generally, individuals will be protected by the Association if they live in Idaho and own a life or health/disability insurance policy, an annuity contract, or if they are an insured certificate holder under a group life or health insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of covered policies may be protected as well, even if they live in another state.

Exclusions from Coverage
However, persons holding such policies or contracts are **not** protected by the Association if:

- They are eligible for protection under the laws of another state.
- The insurer was not authorized to do business in Idaho.
- The policy was issued by a reciprocal insurer, mutual benefit association, fraternal benefit society, hospital and medical service corporation, limited managed care plan, or self-funded health care plan.

The Association also does **not** provide coverage for:

- Any policy or contract or any portion of any policy or contract under which the risk is borne by the policyholder.
- Any policy of reinsurance.
- Interest rate yields that exceed an average rate.
- Unallocated annuity contracts (any annuity not issued to and owned by an individual).

Limits on Amount of Coverage
The Act also limits the amount the Association is obligated to pay out. The Association cannot pay out more than what the insurance company would owe under a policy or contract. Furthermore, the amounts the Association is authorized to pay are limited as follows:

- Not more than $100,000 of net cash surrender or net cash withdrawal values under a life insurance, health/disability insurance, or annuity policy or contract.
- Not more than $300,000 of claims or benefit payments under a health/disability policy.
- Not more than $300,000 of death benefits under a life insurance policy.
- Not more than $300,000 of annuity benefit payments under a contract for which periodic annuity payments have begun to be paid, if the annuitization period chosen was the annuitant's lifetime or a period certain of 10 years or longer; otherwise $100,000 of annuity benefit payments.
- **However, in no event will the Association be obligated to cover more than $300,000 in the aggregate for all benefits for any one life**.

Important Disclaimer
The Idaho Life and Health Insurance Guaranty Association does not provide coverage for all types of policies. In addition, coverage may be subject to substantial limitations or exclusions, and require continued residency in Idaho. You should not rely on coverage by the Idaho Life and Health Insurance Guaranty Association in selecting an insurance company or an insurance policy.

Coverage is not provided by the Idaho Life and Health Insurance Guaranty Association for your policy or contract or any portion of it that is not guaranteed by the insurer or for which the risk is borne by you - the policyholder.

Insurance companies and their agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation or inducement to purchase any kind of insurance policy.

This Summary does not cover all provisions of the Idaho Life and Health Insurance Guaranty Association Act, nor does it in any way change your legal rights or obligations or the Association's legal rights or obligations which are defined by and set forth under the Act.

Idaho Life & Health Insurance Guarantee Association
8324 Northview, Suite 104
Boise, Idaho 83704
208-378-9510
https://www.idlifega.org/

Idaho Department of Insurance
700 West State Street
P.O. Box 83720
Boise, Idaho 83720-0043
208-334-4250
1-800-721-3272
https://doi.idaho.gov/

Aetna Life Insurance Company



Notice of Protection Provided By
The Indiana Life and Health Insurance
Guaranty Association

This notice provides a brief summary of the Indiana Life and Health Insurance Guaranty Association ("ILHIGA") and the protection it provides for policyholders. This safety net was created under Indiana law, which determines who and what is covered and the amounts of coverage.

ILHIGA was established to provide protection to policyholders in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, ILHIGA will typically arrange to continue coverage and pay claims, in accordance with Indiana law, with funding from assessments paid by other insurance companies. (For the purposes of this Notice, the terms "insurance company" and "insurer" mean and include health maintenance organizations ("HMOs"))

Basic Protections Currently Provided by ILHIGA
Generally, an individual is covered by ILHIGA if the insurer was a member of ILHIGA and the individual lives in Indiana at the time the insurer is ordered into liquidation with a finding of insolvency. The coverage limits below apply only to for companies placed in rehabilitation or liquidation on or after July 1, 2018. The benefits that ILHIGA is obligated to cover are not to exceed the lesser of (a) the contractual obligations for which the member insurer is liable or would have been liable if the member insurer were not an insolvent insurer, or (b) the limits indicated below:

Life Insurance
- $300,000 in death benefits
- $100,000 in net cash surrender or net cash withdrawal values

Health Insurance
- $500,000 for health plan benefits (see definition below)
- $300,000 in disability income and long term care insurance benefits
- $100,000 in other types of health insurance benefits

Annuities
- $250,000 in present value of annuity benefits (including net cash surrender or net cash withdrawal values)

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000. Special rules may apply with regard to health benefit plans and covered unallocated annuities.

"Health benefit plan" is defined in IC 27-8-8-2(o), and generally includes hospital or medical expense policies, certificates, HMO subscriber contracts or certificates or other similar health contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as accident-only, credit, dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance.

The protections listed above apply only to the extent that benefits are payable under covered policy(s). In no event will the ILHIGA provide benefits greater than the contractual obligations in the life, annuity or health insurance policy or contract. The statutory limits on ILHIGA coverage have changed over the years and coverage in prior years may not be the same as that set forth in this Notice.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or variable annuity contract.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity to which it relates.

To learn more about the protections provided by ILHIGA, please visit the ILHIGA website at www.inlifega.org or contact:

Indiana Life & Health Insurance
Guaranty Association
3502 Woodview Trace Suite 100
Indianapolis, IN 46268
317-636-8204

Indiana Department of Insurance
311 West Washington Street, Suite 103
Indianapolis IN 46204
317-232-2385

The policy or contract that this Notice accompanies might not be fully covered by ILHIGA and even if coverage is currently provided, coverage is (a) subject to substantial limitations and exclusions (some of which are described above), (b) generally conditioned on continued residence in Indiana, and (c) subject to possible change as a result of future amendments to Indiana law and court decisions.

Complaints to allege a violation of any provision of the Indiana Life and Health Insurance Guaranty Association Act must be filed with the Indiana Department of Insurance, 311 W. Washington Street, Suite 103, Indianapolis, IN 46204; (telephone) 317-232-2385.

Insurance companies and agents are not allowed by Indiana law to use the existence of ILHIGA or its coverage to encourage you to purchase any form of insurance or HMO coverage. (IC 27-8-8-18(a)). When selecting an insurance company, you should not rely on ILHIGA coverage. If there is any inconsistency between this Notice and Indiana law, Indiana law will control.

Questions regarding the financial condition of a company or your life, health insurance policy or annuity should be directed to your insurance company or agent.

Aetna Life Insurance Company



Notice Concerning Coverage
Limitations And Exclusions Under The North Carolina
Life And Health Insurance Guaranty Association Act

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies and Health Maintenance Organizations (HMOs) licensed in this state to write these types of insurance are members of the North Carolina Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer or HMO becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member companies for the money to pay the claims of the insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted *in the box* below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The North Carolina Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in North Carolina. You should not rely on coverage by the North Carolina Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

The North Carolina Life and Health Insurance Guaranty Association
4441 Six Forks Rd. Ste. 106-153
Raleigh, North Carolina 27609-5729
https://www.nclifega.org

North Carolina Department of Insurance, Consumer Services Division
1201 Mail Service Center
Raleigh, North Carolina 27699-1201

The state law that provides for this safety-net coverage is called the North Carolina Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law’s coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

COVERAGE

Generally, individuals will be protected by the life and health guaranty association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer or HMO. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insured who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy was issued by a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange;
- They acquired rights to receive payments through a structured settlement factoring transactions.

The association also does not provide coverage for:

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed the average rate specified in the law;
- Dividends;
- Experience or other credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals), unless they fund a government lottery or a benefit plan of an employer, association or union, except that unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered;
- A policy or contract commonly known as Medicare Part C, Medicare Part D, Medicaid or any regulations issued pursuant thereto.

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay out as follows:

(1) The guaranty association cannot pay out more than the insurance company would owe under the policy or contract.

(2) Except as provided in (3) (4) and (5) below, the guaranty association will pay a maximum of $300,000 per individual, per insolvency, no matter how many policies or types of policies issued by the insolvent company.

(3) The guaranty association will pay a maximum of $500,000 with respect to a health benefit plan.

(4) The guaranty association will pay a maximum of $1,000,000 with respect to the payee of a structured settlement annuity.

(5) The guaranty association will pay a maximum of $5,000,000 to any one unallocated annuity contract holder.

Aetna Life Insurance Company



NOTICE OF PROTECTION PROVIDED BY
NEVADA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION
Effective On or Before July 1, 2022

This notice provides a brief summary regarding the protections provided to policyholders by the Nevada Life and Health Insurance Guaranty Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies and health maintenance organizations licensed in Nevada to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is limited and is not a substitute for consumers' care in selecting insurers. **Your policy or contract may not be covered, and if covered, there are substantial coverage limitations and exclusions. Further, coverage is dependent on continued residence in Nevada**. Below is a brief summary of the coverages, exclusions, and limits provided by the Association. This summary does not cover all provisions of the law, and the law may change.

COVERAGE

Persons Covered

Generally, an individual is covered by the Association if the insurer was a member of the Association and the individual lives in Nevada at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in Nevada.

Amounts of Coverage

For any one life, per company, the coverage protections provided by the Association shall not exceed:

- **Life Insurance**
  - Death benefits: $300,000
  - Cash surrender or withdrawal values: $100,000

- **Annuities and Structured Settlement Annuities**
  - Present value of annuity benefits and structured settlement annuities, including cash surrenders or withdrawal values: $250,000
  - Participants in a government retirement plan covered by an unallocated annuity as described by NRS 686.C.035: $250,000.

- **Health Insurance**
  - Disability Income and long-term care insurance, including net cash surrender values:$300,000
  - Health Benefit Plan: $500,000
  - Health insurance, other than disability income, long-term care insurance or Health Benefit Plan: $100,000

Please note that the maximum protection provided by the Association to an individual for all life insurance, annuities, and structured settlement annuities with one insurer is $300,000; or for all life insurance, annuities, structured settlement annuities, and benefits for health benefit plans with one insurer, $500,000, regardless of the number of policies or contracts covering the individual.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The following policies and persons are examples of those excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in Nevada when it issued the policy or contract
- A policy or contract issued by a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or an organization that is only licensed to issue charitable gift annuities
- Persons provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual except for annuities owned by a governmental retirement plan established under section 401, 403(b), or 457 of the Internal Revenue Code
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields exceed an average rate

NOTICES

Member insurers or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. The member insurer and its agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation or inducement to purchase any form of insurance or coverage offered by a health maintenance organization. You may file a complaint with the Nevada Insurance Commissioner if you believe any provision of the Nevada Life and Health Insurance Guarantee Association law has been violated. To learn more about coverage provided by the Association, please visit the Association's website at www.nvlifega.org, or contact either of the following:

Nevada Life and Health Insurance Guaranty Association
2377 Gold Meadow Way, Suite 100
Gold River, CA 95670

Nevada Division Insurance
Department of Business and Industry
1818 E. College Pkwy., Suite 103
Carson City, NV 89706

When selecting an insurer, you should not rely on Association coverage. If there is any inconsistency between this notice and Nevada law, Nevada law will control.

Aetna Life Insurance Company



Notice Concerning Coverage Under
The Tennessee Life and Health Insurance
Guaranty Association Act

Residents of Tennessee who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Tennessee Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in the state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The state law that provides for this safety-net coverage is called the Tennessee Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law's coverages, exclusions and limits. **This summary does not cover all provisions of the law, or describe all of the conditions and limitations relating to coverage. This summary does not in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.**

COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, an annuity, or if they are insured under a group insurance contract issued by an insurer authorized to conduct business in Tennessee. Health insurance includes disability and long term care policies. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Guaranty Association if:

(1) they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insured who live outside that state);
(2) the insurer was not authorized to do business in this state;
(3) their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does not provide coverage for:

(1) any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
(2) any policy of reinsurance (unless an assumption certificate was issued);
(3) interest rate yields that exceed an average rate;
(4) dividends;
(5) credits given in connection with the administration of a policy by a group contractholder;
(6) employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
(7) unallocated annuity contracts (which give rights to group contractholders, not individuals).

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Guaranty Association is obligated to pay out: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. For any one insured life, the Guaranty Association guarantees payments up to a stated maximum no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. These aggregate limits per life are as follows:

- $300,000 for policies and contracts of all types, except as described in the next point
- $500,000 for basic hospital, medical and surgical insurance and major medical insurance issued by companies that become insolvent after January 1, 2010

Within these overall limits, the Guaranty Association cannot guarantee payment of benefit greater than the following:

- life insurance death benefits - $300,000
- life insurance cash surrender value - $100,000
- present value of annuity benefits for companies insolvent before July 1, 2009 - $100,000
- present value of annuity benefits for companies insolvent after June 30, 2009 - $250,000
- health insurance benefits for companies declared insolvent before January 1, 2010 - $100,000
- health insurance benefits for companies declared insolvent on or after January 1, 2010:
    - $100,000 for limited benefits and supplemental health coverages
    - $300,000 for disability and long term care insurance
    - $500,000 for basic hospital, medical and surgical insurance or major medical insurance

The Tennessee Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Tennessee. You should not rely on coverage by the Tennessee Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

Tennessee Life and Health Insurance Guaranty Association
150 Third Avenue South
Suite 1600
Nashville, TN 37201

Tennessee Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, TN 37243

Aetna Life Insurance Company



Texas Life, Accident, Health & Hospital Service
Insurance Guaranty Association

Important Information About Coverage Under The Texas
Life and Health Insurance
Guaranty Association
(For Insurers Declared Insolvent or Impaired on or After September 1, 2011)

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association (the "Association") administers this protection system. Only the policyholders of insurance companies which are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

It is possible that the Association may not protect all or part of your policy because of statutory limitations.

Eligibility for Protection by the Association
When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas at the time **(regardless of where the policyholder lived when the policy was issued)**
- Residents of other states, ONLY if the following conditions are met:
  1. The policyholder has a policy with a company domiciled in Texas;
  2. The policyholder's state of residence has a similar guaranty association; and
  3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by the Association
Accident, Accident and Health, or Health Insurance:

- For each individual covered under one or more policies; up to a total of $500,000 for basic hospital, medical-surgical, and major medical insurance, $300,000 for disability or long term care insurance, and $200,000 for other types of health insurance.

Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of $100,000 under one or more policies on a single life; or
- Death benefits up to a total of $300,000 under one or more policies on a single life; or
- Total benefits up to a total of $5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:

- Present value of benefits up to a total of $250,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of $250,000 on any one life; or
- Present value of unallocated benefits up to a total of $5,000,000 for one contractholder regardless of the number of contracts.

Aggregate Limit:

- $300,000 on any one life with the exception of the $500,000 health insurance limit, the $5,000,000 multiple owner life insurance limit, and the $5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.

Texas Life and Health
Insurance Guaranty Association
515 Congress Avenue,
Suite 1875
Austin, Texas 78701
800-982-6362 or
https://txlifega.org/

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439
www.tdi.texas.gov

Aetna Life Insurance Company

Group accident and health insurance policy

The group accident and health insurance policy ("group policy") is by and between

Aetna Life Insurance Company
(**Aetna**, we, us, or our)
and
Fresno Unified School District
(**Policyholder**, you, or your)

Group policy number:	GP-0891049
Date of issue:	May 31, 2023
Effective date:	July 1, 2023
Renewal date:	July 1, 2024

This group policy takes effect on the **effective date** if we have received your signed group application and the initial premium. It remains in force until terminated.

Term of the group policy:	The initial term shall be the 12 consecutive month period beginning on the **effective date**. Subsequent terms shall be the 12 consecutive month period beginning with the **renewal date**.
Premium due dates:	The **effective date** and the first day of each succeeding calendar month.

Signed at **Aetna's** Home Office 151 Farmington Avenue Hartford, Connecticut 06156.

This policy is non-participating.

This policy is governed by applicable federal law and the laws of California.



Dan Finke
President
Aetna Life Insurance Company
(A Stock Company)

NOTICE

If you have a question or concern, you can contact your agent or broker or contact us at the number and address shown below:

Customer Service
Aetna Life Insurance Company
151 Farmington Avenue
Hartford CT 06156
1-800-872-3862

You may also contact the California Department of Insurance with your concerns. You can contact them at:

California Department of Insurance
Consumer Services Division
300 Spring Street
South Tower
Los Angeles CA 90013
1-800-927-HELP (4357)
TDD: 1-800-482-4TDD (4833)
WWW.INSURANCE.CA.GOV

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The group policy

The group policy is the entire contract between us. Any statement that a **covered person** or you make in the group application is, in the absence of fraud, deemed a representation and not a warranty. The group policy consists of several documents taken together. These documents are:

- Your group application
- This group policy
- The booklet-certificate(s)
- The schedule of benefits
- Any riders and amendments to the group policy, the booklet-certificate, and the schedule of benefits as stated below

A booklet-certificate consists of a booklet-certificate and any schedule of benefits, amendment or rider form which may be issued to support or amend the booklet-certificate.

All policy attachments and booklet-certificate documents that are part of the complete policy are on file with the **policyholder** and us.

If you want to discuss your coverage

If you have questions about your coverage under the group policy, or if you wish to discuss it, contact your agent. If you did not use an agent to purchase your coverage, or if you have additional questions, you may contact us at:

Aetna
151 Farmington Avenue
Hartford, Connecticut 06156
1-800-872-3862

Please have your group policy number available when you contact us. It is on the front page of this group policy.

Glossary

You will see some words in bold type in the group policy. The bold type means we have defined those words. The definitions are in this section and in the *Glossary* section of the booklet-certificate.

Covered person

A retiree or a dependent of a retiree for whom all of the following applies:

- The person is eligible for coverage as defined in the booklet-certificate.
- The person has enrolled for coverage and paid any required premium contribution.
- The person's coverage has not ended.

Dates:

Effective date

Date we first cover you under the group policy.

Final rates and fees schedule effective date

Date stated on the final rates and fees schedule.

Premium due date

The **effective date** and the first day of each succeeding calendar month.

Renewal date

Date that is 12 months after the **effective date** and each 12 month date thereafter.

Termination date

The date coverage ends according to the *Termination* section.

Policyholder

Fresno Unified School District and entities associated with it for purpose of coverage under this group policy.

Religious employer

An employer:

- Whose purpose is to instill their religious values
- Who primarily employs and serves people who share their religious beliefs
- Who is a nonprofit organization

Premium

Premium – rates and amount due

The premium rates are stated in the final rates and fees schedule. We will provide you with a new *Final rates and fees schedule* if and when the premium rates change. Any new schedule will state its **effective date**.

We charge premium based on the premium rates in effect on the **premium due date**.

The premium due on any **premium due date** is the sum of the premium charges for the coverage we provide. When we calculate premium due, we will use our records to determine who is a **covered person**.

You owe premium for a **covered person** starting with the first **premium due date** on or after the day the person's coverage starts. You stop paying premium for a **covered person** as of the first **premium due date** on or after the day the person's coverage ends.

Premium – changes in rates

We may change the premium rates as of a **premium due date** during the initial term only if:

- There is a change in factors that materially affects the risk we assumed with this coverage. We identify these factors in our rate quote to you.
- There is a change in law or regulation, or there is a judicial decision, that materially affects the cost of providing coverage.

We may change the premium rates as of a **premium due date** during any subsequent term.

We will provide 60 days prior written notice to you of any change in premium rates.

Premium – experience credit

We may declare an experience credit at the end a plan year. We do not have to declare any experience credit.

If we declare an experience credit, we may return the amount of the credit to you:

- By electronic fund transfer
- By applying the amount to the premium due in the current or next plan year
- By any other manner that we and you agree to

We can require you to share an experience credit with your retirees in a manner reasonably acceptable to us, as a condition of our giving the credit. If the sum of retiree contributions for coverage exceeds the sum of premium paid less any experience credits, we will require you to apply at least the excess experience credit for the sole benefit of retirees.

Premium – when due

Premium is due on the **premium due date**.

You have a payment grace period of 31 days immediately following the **premium due date**. The group policy will remain in force during the grace period. If we have not received all premiums due by the end of the grace period, this group policy will automatically terminate at the end of the grace period. Refer to the *Termination* section of the group policy.

Premium – how billed and paid

We may bill you electronically. You shall pay premium due by electronic fund transfer. Payment occurs when we receive good funds.

We may accept a partial payment but this does not waive our right to collect the entire amount due.

Unless required by law, we will not accept premium payments made on your behalf by:

- Dialysis centers
- Other health care providers
- Charitable organizations

Premium – overdue amounts

You shall pay us interest on the total premium amount that is overdue. Overdue premium includes amounts due after the grace period. The interest rate will be up to 1 1/2% per month for each month or partial month an amount due remains unpaid.

We may also recover from you the costs of collecting any unpaid premium, including reasonable attorney fees and costs of suit.

Premium – eligibility corrections

We will retroactively drop a **covered person** from coverage and credit your premium payments if:

- We billed you based on eligibility information you provided us
- The eligibility information included a person who was not eligible for coverage
- You request that we retroactively drop the person from coverage
- The person did not pay the required premium contribution for the period

Our credit of premium is limited to 2 month's credit for a person whose loss of eligibility occurred more than 60 days before the date you notified us. We may reduce the credits by the amount of any benefit payments we may have made on behalf of such persons before you notified us that the person was not eligible for coverage.

Your request that we retroactively drop coverage is your representation that the person did not pay the required premium contribution for the period.

We will retroactively cover eligible persons who were not included in the eligibility information you provided us. We will cover them retroactively no more than 60 days before the date you both notify us and pay all applicable past premium.

Premium – waiver

Payment of premiums

We may waive up to one month's billed premium payments during any group policy term.

The premium waiver will not apply for those retirees who were added or removed from the plan after we billed you for that month's premium. For that month of coverage, additional premium will be due or credited.

Repayment of the waived premium

We may require you to pay back the premium waived if the group policy is terminated within 12 months of your original **effective date**. We will give 10 days prior written notice to you of the requirement for the repayment of the waived premium.

Fees for special services and assessments

Special services

You may request that we provide special services beyond the routine administration of this group policy. We will charge you a fee for each special service we provide.

The special services are:

- Our billing you for amounts due in a non-electronic medium.
- Our accepting payment of amounts due from you other than by electronic fund transfer. If you pay us by check, the check does not constitute payment until it is honored by a bank.
- Our handling your check returned to us due to insufficient funds. We may return the check to you without a second attempt to cash it.
- Reinstatement of the group policy according to the *Termination* section.
- Any other special service you request and we agree to provide.

Special services – fees

The special service fees are stated in the Final rates and fees schedule. We may change any fee on 30 days advance notice to you. We will provide you with a new Final rates and fees schedule if and when the amount of any fee changes. The new schedule will state its **effective date**.

Assessments

We may charge you a pro rata allocation of any assessments we receive for state high risk pools and other state programs.

Fees and assessments – when due

Fees and assessments are due on the **premium due date** immediately following our invoicing you.

Fees and assessments – how billed and paid

We may bill you electronically. You shall pay fees and assessments by electronic fund transfer. Payment occurs when we receive good funds.

We may accept a partial payment but this does not waive our right to collect the entire amount due.

Fees and assessments – overdue amounts

You shall pay us interest on the total amount of fees and assessments that is overdue. Overdue fees and assessments include amounts due but not paid during the grace period. The interest rate will be up to 1 1/2% per month for each month or partial month an amount due remains unpaid.

We may also recover from you the costs of collecting any unpaid fees and assessments, including reasonable attorney fees and costs of suit.

Some of our other responsibilities

We will prepare the booklet-certificate and schedule of benefits that are part of the group policy, as required by applicable federal and state laws. We will provide them to you in electronic form. We will also provide them to you in paper form if you request it.

We will provide the coverage stated in the booklet-certificate and schedule of benefits that are part of the group policy. We will administer the coverage as required by the group policy and applicable federal and state laws.

We will protect the personal health information of **covered persons** as required by federal and state laws. We will use it and share it with others as needed for their care and treatment. We will also use and share it to help us process **providers**' claims and otherwise help us administer the group policy. For a copy of our Notice of Privacy Practices, call the toll-free Member Services number on your ID card or log on to www.aetna.com.

Our duties in this *Some of our other responsibilities* section survive termination of the group policy.

Some of your other requirements and responsibilities

Participation and contribution

You must comply with our participation and contribution requirements.

Distribution – certain Patient Protection and Affordable Care Act (ACA) requirements

You shall distribute two documents required by the federal ACA:

- Summary of benefits and coverage (SBC)
- Notices of material modifications

You shall distribute them to your retirees and their dependents, in accordance with the federal delivery, timing, and trigger requirements.

You shall certify to us on an annual basis and upon our request, that you have distributed them and will distribute them consistent with the ACA. You shall give us your certification within 30 calendar days of our request.

You shall give us information or proof upon our request, that you have distributed them and will distribute them consistent with the ACA. The information or proof must be in a form that meets federal requirements. You shall give us the information or proof within 30 calendar days of our request.

Your duties and our rights in the ACA requirements provision survive termination of the group policy.

Religious Employers

You must meet the definition of **religious employer** in order to be issued or renew a policy that does not cover FDA approved contraceptive methods.

Distribution – booklet-certificate and schedule of benefits

You will distribute as required by applicable federal and state laws, the booklet-certificate and schedule of benefits that we provide you.

Information – access

You shall make payroll and other records directly related to a person's coverage under this group policy available to us for inspection. This will occur:

- Upon our reasonable advance request
- At our expense
- At your office
- During regular business hours

Your duties and our rights in the Information – access provision survive termination of the group policy.

Information – eligibility

You shall send us eligibility information we request to administer the group policy. We will request the information monthly or as otherwise required. You will send us the information on our form, or through such other means, as we require.

The eligibility information includes but is not limited to data needed to:

- Enroll your retirees and their dependents
- Process terminations
- Make changes in family status

By sending the information to us, you represent that it is correct. You acknowledge that we can and will rely on the information.

You shall:

- Maintain a reasonably complete record of the information you send us for at least seven years, and until the final rights and duties under the group policy have been resolved.
- Send us information you sent us before, upon request.

We will not start covering a person under the group policy until you send us the information to enroll that person. Subject to applicable federal and state laws and the group policy, we will not stop covering a person until you send us the information to terminate coverage.

You shall notify us within 15 business days of the date in which:

- An employee's employment ceases, or
- A dependent loses eligibility under the group policy

You must notify us when a request for retroactive termination is a result of a **covered person**:

- Performing an act or practice that constitutes fraud
- Making an intentional misrepresentation of material fact

to get coverage or to get a benefit under the group policy.

Your duties and our rights in this Information – eligibility provision survive termination of the group policy.

90 day waiting period limitation

Your plan can't have a waiting period of more than 90 days. That means retirees and their dependents must be able to begin health coverage within 90 days. This is a requirement of the ACA. We will not impose our own waiting period.

You will give us **effective dates** for your retirees and their dependents that take into account all state and federal waiting period requirements. You acknowledge that we will rely on this information. You will inform us immediately if this information changes.

We will use this **effective date** information to enroll eligible retirees and their dependents into the group plan.

Notices – termination of coverage

You shall notify **covered persons** in writing, of their rights when coverage stops.

In particular, you shall notify all eligible **covered persons** of their right to continue coverage pursuant to the *Special coverage options after your plan coverage ends* provisions in the booklet-certificate and applicable federal and state laws. Your notification will include:

- A description of plans available
- Premium rates
- Application forms

You will give the notification within 15 calendar days of a person becoming eligible for continuation coverage.

Your duties and our rights in this *Notices – termination of coverage* provision survive termination of the group policy.

Workers' compensation coverage

You must comply with workers' compensation coverage laws applicable to your retirees covered by the group policy and provide proof of that compliance.

You will provide us with monthly reports of all workers' compensation coverage cases. The report will list:

- Each case
- The retiree name
- Identifying number
- Date of loss
- Diagnosis

Termination

Guaranteed Renewable

Subject to any applicable rules, regulations or other standards set forth by the Department, this policy is guaranteed renewable at premium rates set by us. However, we may refuse renewal under certain conditions, as explained below. We will send you a renewal notice 60 days prior to the renewal date.

Automatic termination

The group policy and all coverage end as of the last day of the grace period if you have not paid us all premiums and fees and assessments due as of the beginning of the grace period. The grace period is described in the *Premium* section.

Termination by you

You may end coverage under this group policy if you give us 30 days advance written notice. Your termination notice may apply to all classes or any class of your retirees covered under the group policy. You can send us a termination notice during a period for which you have paid premium, but your **termination date** must be after that period.

Termination by us

We may end the group policy and all coverage it provides:

- Immediately upon notice to you:
  - If you perform any act or practice that constitutes fraud or if you make any intentional misrepresentation of a material fact relevant to the coverage
  - If you are a member of an association and your membership in the association ceases
- Upon 45 days written notice to you:
  - If you breach a material provision of the group policy and you do not cure the breach within the notice period
  - If you cease to be a group as defined under applicable state law
  - If you fail to meet our contribution or participation requirements applicable to this group policy
  - If you do not certify your compliance with our policies and procedures upon request
  - If you change your eligibility or participation requirements without our consent
- Upon 180 days written notice to you (or such longer notice period as applicable federal and state laws require), if we cease to offer the product line provided by this group policy.
- Upon 180 days written notice to you (or such longer notice period as applicable federal and state laws require), if we act as required by applicable federal and state laws for uniform termination of coverage.

Non-renewal for failure to respond

We may request that you tell us whether you intend to renew the group policy. You must reply:

- Within two weeks of your receipt of the request
- Within 15 days prior to the **renewal date**

whichever is later. Your reply must be in writing unless we authorize an oral reply. If you do not reply, we will not continue coverage on and after the **renewal date** and you will owe premium.

Effective time of termination

The group policy and its coverage end at 11:59 p.m. on the day of termination.

Effect of termination

You, **covered persons**, and we continue to be responsible following termination for the duties we each incur prior to the termination of the group policy. One of your duties includes payment of premium due for coverage through any grace period up to the day of termination. You, **covered persons**, and we also continue to be responsible for your, their, and our duties that the group policy states are to occur following termination.

You, **covered persons**, and we have the rights and duties following termination of the group policy, as stated specifically in the group policy.

You shall notify **covered persons** of the termination of the group policy. Your notice will comply with applicable federal and state laws. We have the right to notify retirees of termination of the group policy.

Reinstatement

You may request that we reinstate the group policy and coverage after we end it. You must make the request within 30 days of the **termination date**. We will reinstate the group policy as of the **termination date** upon payment of all amounts due and you giving us reasonable assurances that you can and will fulfill all of your obligations under the group policy.

Fraud and intentional misrepresentation

If we learn that you or a **covered person** defrauded us or that a **covered person** intentionally misrepresented material facts, we can and may take actions that can have serious consequences for coverage. These serious consequences include, but are not limited to:

- Loss of coverage, starting at some time in the past. This is called rescission.
- Loss of coverage going forward
- Denial or termination of benefits
- Recovery of amounts we already paid

We also may report fraud to law enforcement. Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Rescission means you or a **covered person** loses coverage both going forward and going backward. If we paid claims for past coverage, we are entitled to receive the money back.

A **covered person** has special rights if we rescind coverage just for that individual:

- We will give the **covered person** 30 days advance written notice, via certified mail, of any rescission of coverage
- The **covered person** has the right to an **Aetna** appeal
- The **covered person** has the right to a third party review conducted by an independent external review organization
- The **covered person** has the right to appeal to the California Department of Insurance

We will not rescind your policy for any reason after your coverage has been in force for 24 months.

Responsibility for conduct

Employees and agents

We are responsible to you for what our employees and other agents do.

We are not responsible to you for what is done by others, such as providers. They are not our employees or agents. Providers in our network are what the law calls our independent contractors. That simply means we have a business relationship with them and they are not our employees or agents.

Termination of network providers

We will notify you, if it will adversely or materially affect you or any **covered person**, of a network provider:

- Termination
- Breach of contract
- Inability to perform

You will let your retirees know about this notice no later than 30 days after its receipt.

Indemnification – in general

We agree to indemnify and hold you harmless against that portion of your liability to third parties as determined by a court of final jurisdiction or by binding arbitration caused directly by our willful misconduct, criminal conduct or material breach of this group policy.

You agree to indemnify and hold us harmless against that portion of our liability to third parties as determined by a court of final jurisdiction or by binding arbitration caused directly by your negligence, breach of the group policy, breach of applicable federal and state laws, willful misconduct, criminal conduct, fraud, or your breach of a fiduciary responsibility in the case of an action under ERISA, related to or arising out of this group policy or your role as employer or Plan Sponsor, as defined by ERISA.

These indemnification obligations end with the group policy, except as to any matter concerning a claim that has been made in writing within 365 days after termination.

Indemnification – federal law requirements

You shall indemnify us and hold us harmless for our liability that is directly caused by your:

- Negligence
- Breach of the group policy
- Breach of federal and state laws that apply or
- Willful misconduct

and your act or failure to act was related to or arose out of your obligation to deliver the Summary of benefits and coverage and Notices of material modification.

Your and our rights and duties in this *Responsibility for conduct* section survive termination of the group policy.

General provisions

General provisions – content and interpretation of the group policy

Applicable law
Applicable law means all federal and state laws that apply to the matters covered by the group policy. Federal and state law mean statutes, regulations, official agency direction and guidance, and judicial decisions and orders, as they may be passed or issued, or as they may be amended, from time to time.

Compliance with law
You and we shall interpret the group policy if possible so it complies with applicable federal and state laws.

If the group policy omits or misstates any right or duty under applicable federal and state laws, you and we shall implement the group policy as though the right or duty is stated correctly in the group policy.

If any provision of the group policy is invalid or illegal, you and we shall implement the group policy as though the provision is not in the group policy.

Changes to the group policy
The group policy may be amended in writing to which we both consent.

Only an authorized officer of **Aetna** may change or waive any of the policy terms or make any agreement binding us. As changes in the plan occur, a new or replacement policy will be issued or a new or replacement booklet-certificate, schedule of benefits, rider, or amendment, as applicable, will be attached to the policy.

The group policy shall be deemed to be automatically amended to conform with the provisions of applicable laws and regulations.

Entire group policy
The group policy replaces and supersedes:

- All other prior group policies of accident and health coverage between us
- Any other prior written or oral understandings, negotiations, discussions or arrangements between us related to this accident and health coverage

Waiver
Only an officer of **Aetna** may waive a requirement of the group policy.

We may fail to implement or fail to insist upon compliance with a provision of the group policy at any given time or times. Our failure to implement or to insist on compliance is not a waiver of our right to implement or insist upon compliance with that provision at any other time or times.

General provisions – administration of the group policy

Aetna name, symbols, trademarks and service marks

We control the use of our name and of our symbols, trademarks and service marks presently existing or subsequently established. You shall not use any of them in advertising or promotional materials or in any other way without our prior written consent. You shall stop any and all use immediately upon our direction or upon termination of the group policy.

Assignment and delegation

You shall not assign any right or delegate any duty under the group policy unless we approve it in writing in advance.

We may delegate some of our functions under the group policy to third parties. We may also change or end these delegations. We do not need to give you advance notice to enter into, change or end these arrangements, and we do not need your consent.

Claim determinations

We have the right to review all denied claims for benefits under this group policy:

- To review whether and to what extent **covered persons** are entitled to benefits
- To construe any disputed or doubtful terms under the group policy.

Our review of claims for benefits may include the use of software and other tools to take into account factors such as:

- An individual's claim history
- A provider's billing patterns
- Complexity of the service or treatment
- Amount of time and degree of skill needed
- The manner of billing

Correcting our administrative errors

We may correct, withdraw, or replace the group policy, any booklet-certificate, any schedule of benefits and any other document issued with an error or issued in error. We will make a fair adjustment in premium if correction of the error or any delay changes coverage.

Correcting your honest mistakes

If you or any retiree makes an honest mistake of fact, we may make a fair change in premium. If the misstatement affects the existence or amount of coverage, we will use the true facts to determine whether coverage is or remains in effect and its amount.

Discrimination prohibited

You shall not encourage or discourage enrollment in the coverage provided by the group policy based on health status or health risk.

You shall act so as not to discriminate unfairly between persons in like situations at the time of the action.

Financial Sanctions Exclusions

If coverage provided by this Policy violates or will violate any economic or trade sanctions, the coverage is immediately considered invalid. For example, we cannot make payments for health care or other claims or services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or a country under sanction by the United States, unless permitted under a valid written Office of Foreign Assets Control (OFAC) license. For more information, visit http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx.

Incontestability

Except for fraudulent misstatements, we will not use a statement you make to void this group policy after it has been in force for 2 years from its **effective date**.

We may use a statement in writing that you or a **covered person** makes, to do any of the following:

- To void coverage of the **covered person**
- To deny coverage of the **covered person**
- To deny or reduce a claim for benefits by the **covered person**

We will not use a statement by a **covered person** to deny a claim for benefit more than 2 years after the **covered person's** coverage has been in effect.

Notices

The group policy requires or permits notice to each other. These notices shall be in writing.

Notice may be delivered:

- In person, and is effective upon delivery
- By United States mail, sent first class, postage prepaid, and is effective three U.S. Postal Service delivery days following the date of mailing
- By commercial carriers UPS and FedEx, effective upon delivery
- By e-mail, facsimile or other electronic means, effective upon sending.

Notice sent to us by mail and commercial carrier shall be sent to:
Aetna
151 Farmington Avenue
Hartford, Connecticut 06156
1-800-872-3862

Notice sent to you by mail and commercial carrier shall be sent to:

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

Executive Officer
Payroll and Benefits Department
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93722

You and we must designate specific e-mail addresses, facsimile numbers or other electronic means in writing for purpose of notices.

Policies and procedures

You and all **covered persons** are bound by and shall comply with our policies and procedures. You will certify your compliance with them upon our request or as required specifically by the group policy.

Third parties rights

This group policy does not give any rights or impose any duties on third parties except as specifically stated.

Final rates and fees schedule

The current premium rates for all of the coverages provided under the policy are on record with us and the **policyholder**.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Renewal Agreement with Kaiser Permanente

ITEM DESCRIPTION: Included in the Board material is a renewal agreement with Kaiser Permanente to provide medical services for benefit-eligible employees and retirees. Kaiser is one of two medical networks under which district employees and retirees access medical care. The district has offered medical benefits coverage through Kaiser Permanente since April 01, 2012.

Approximately 1,450 active employees are enrolled, 177 retirees over 65, and over 2,000 dependents are part of the Kaiser plan. Kaiser Permanente's services are fully insured, meaning the district pays an agreed-upon per-member per-month rate for coverage without any further claim-cost responsibility.

The renewal agreement provides services effective January 01, 2026, through December 31, 2026, with rates increasing by 6% to $567.49 per employee per month (PEPM) for 2026. We could not negotiate a rate cap for 2027 and will continue to negotiate. For those over 65, the Senior Advantage Plan is a one-year agreement for a 7.76% increase, up to $323.52 PEPM. During this renewal period, the service cost for active employees and early retirees (pre-65) will increase to $1,447,176 and $49,468 for the over-65 retirees. The total annual cost of services for all currently enrolled members (active, pre-65 retirees, post-65 retirees, and respective dependents) is estimated to be about $25,000,000, with approximately 98% of this cost attributed to active employees, early retirees, and their dependents.

These services align with the Joint Health Management Board’s established goals and responsibilities for providing high-quality health care to active employees and retirees.

FINANCIAL SUMMARY: Sufficient funds in the amount of $25 million are available in the Internal Health Service Fund budget.

PREPARED BY: Steven Shubin

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen 

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

Contract Routing Form

Contract Attached

Contract Number: 319411

Federal Funding Will Not Be Used

Kaiser Permanente	***Po Box 23448 Sandiego Ca 92193***
Vendor Name	*Address*
5594483753	**Thomas Curtin Jr.**
Phone Number	*Vendor Contact*
Term (Duration) From: 1/1/2026	**Through: 12/31/2026**
FUSD Contract Administrator: Steven.Shubin@fresnounified.org	**Benefits & Risk Management**
Name	*Site/Dept*

Budget (Fund-Unit-Dept.-Activity-Function-Object) 670 0841 0880 5852 0000 6000

Contract Amount: $25,000,000.00 **Estimated**

Scope of Work Summary: *The* Renewal *Agreement Provides Services Effective January 01, 2026, Through December 31, 2026, With Rates Increasing By 6% To $567.49 Per Employee Per Month (Pepm) For 2026.*

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:** Steven Shubin

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

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

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

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

Routing:BOE Board Date(if applicable): 12/17/2025

***Procurement Detail** Benefits |*

KAISER PERMANENTE®

October 3, 2025

PATRICK JENSEN, CHIEF FINANCIAL OFFICER-JHMB M
FRESNO UNIFIED SCHOOL DISTRICT
2309 TULARE ST
FRESNO, CA 93721-2266

Re: Renewal *Group Agreement* for Group ID # 603815
Renewal effective date: 01/01/2026

Dear PATRICK JENSEN,

We value being your health care partner, and look forward to continuing to work with you to provide your subscribers with quality care well into the future.

Enclosed, please find the new *Group Agreement* between FRESNO UNIFIED SCHOOL DISTRICT and Kaiser Foundation Health Plan, Inc., Northern California Region, for the contract period January 1, 2026, through December 31, 2026. For a summary of the most important changes, see the enclosed 2026 *Notice*. Review these documents carefully and keep the *Group Agreement* for your records. Also, be sure to sign and return the copy of the *Agreement* Signature Page provided with the *Group Agreement*.

If your group doesn't want to renew the *Group Agreement*, you'll need to give us advance written notice, as described under "Termination on Notice" in the "Termination of Agreement" section of your *Group Agreement*.

Your new monthly rate
See the "Calculating Premiums" section of the enclosed *Group Agreement* for your new premium rate, which will start January 1, 2026.

Your premium rates may have been affected by a variety of factors, including:

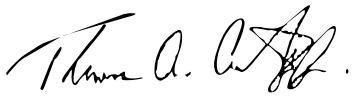
- The periodic adjustment of base rates, resulting from changes in the costs of delivering care
- Changes in your group's size or demographics
- Changes to the risk characteristics of your group
- Your group's actual claims experience, depending on your group size

If you have any questions or need enrollment or enrollee materials for your subscribers, please contact your Kaiser Permanente account manager, Dorrenda Thomas, at 559-448-3753.

If you receive the *Group Agreement* or enrollment materials in electronic form, you are not authorized to modify or alter in any way the text or the formatting of these documents. If you post the electronic documents on your intranet site, you must do so in such a way so as to permit your subscribers to download and print a complete and accurate copy of the materials. Please refer to the *Group Agreement* for details about these requirements.

Thank you for continuing to offer Kaiser Permanente to your subscribers.

Sincerely,



Thomas A. Curtin Jr.
Senior Vice President, Commercial Group Business

cc:
GIOVANNI PACHECO

Agreement Signature Page

Acceptance of *Agreement*

Group acknowledges acceptance of this *Agreement* by signing the Signature Page and returning it to Health Plan. If Group does not return it to Health Plan, Group will be deemed as having accepted this *Agreement* if Group pays Health Plan any amount toward Premiums.

Group may **not** change this *Agreement* by adding or deleting words, and any such addition or deletion is void. Health Plan might not respond to any changes or comments submitted on or with this Signature Page. Group may not construe Health Plan's lack of response to any submitted changes or comments to imply acceptance. If Group wishes to change anything in this *Agreement*, Group must contact its Health Plan account manager. Health Plan will issue a new *Agreement* or amendment if Health Plan and Group agree on any changes.

Binding Arbitration

As more fully set forth in the arbitration provision in the applicable *Evidence of Coverage*, disputes between Members, their heirs, relatives, or associated parties (on the one hand) and Health Plan, Kaiser Permanente health care providers, or other associated parties (on the other hand) for alleged violation of any duty arising out of or related to this *Agreement*, including any claim for medical or hospital malpractice (a claim that medical services or items were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the coverage for, or delivery of, services or items pursuant to this *Agreement*, irrespective of legal theory, must be decided by binding arbitration and not by lawsuit or resort to court process, except as applicable law provides for judicial review of arbitration proceedings. Members enrolled under this *Agreement* thus give up their right to a court or jury trial, and instead accept the use of binding arbitration as specified in the applicable *Evidence of Coverage* except that the following types of claims are not subject to binding arbitration:

- Claims within the jurisdiction of the Small Claims Court
- Claims subject to a Medicare appeals procedure as applicable to Kaiser Permanente Senior Advantage Members
- Claims that cannot be subject to binding arbitration under governing law

Signatures

Kaiser Foundation Health Plan, Inc., Northern California Region

Thomas A. Curtin Jr.
Authorized officer
Senior Vice President, Commercial Group Business
October 3, 2025

FRESNO UNIFIED SCHOOL DISTRICT

Authorized Group officer signature

Patrick Jensen, Chief Financial Officer

Print name and title

Date

Please sign and return this copy of the signature page:

- **By mail:** Kaiser Permanente, California Service Center, P.O. Box 23448, San Diego, CA 92193-3448.
- **By fax:** 1-855-355-5334

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Dec 5, 2025

Date

Helpful information about disclosures that Group must make

The Group is required to provide certain disclosures about its group health plan to employees and dependents:

- As described in your *Group Agreement*, Group must notify subscribers and dependents about changes to coverage and provide an *Evidence of Coverage (EOC)*.
- If Group's group health plan is subject to Affordable Care Act (ACA) mandates, Group must provide any required ACA notices.
- If Group's group health plan is subject to ERISA, Group's plan administrator must provide a Summary Plan Description. In addition, Groups may have additional reporting and disclosure obligations under ERISA. These additional requirements are the Group's responsibility. For more information on your group health plan's obligations under ERISA, we recommend that you seek the advice of your own legal counsel. You may also find general information at dol.gov/agencies/ebsa. A handy Reporting and Disclosure Guide for Employee Benefit Plans is also available on that website.

In addition, the *EOCs* that are part of your *Group Agreement* provide certain notices as described in this document. The information in this document applies to commercial group coverage offered by Health Plan in its Northern and Southern California Regions (it does not apply to Medicare coverage, the Federal Employees Health Benefit Plan, or self-funded coverage). This document is not legal advice. Group should consult its own legal counsel for specific guidance related to its group health plan requirements.

Disclosures required by the ACA

The *EOCs* include the following notices required by the ACA:

- **Grandfathered status:** In *EOCs* for grandfathered coverage, a notice of grandfathered status is provided in the "Cost Share Summary" section.
- **Choice of provider.** A notice about designating a Plan Primary Care Physician (including a pediatrician for a child) is provided under "Your Personal Plan Physician" in the "How to Obtain Services" section.
- **Access to Plan obstetricians and gynecologists.** A notice that prior authorization is not required to receive care from obstetricians and gynecologists is provided under "Getting a Referral" in the "How to Obtain Services" section.
- **Claims procedure.** The procedure for post-service claims is explained in the "Post-Service Claims and Appeals" section. The procedure for all other requests for payment and services is explained in the "Dispute Resolution" section. The "Dispute Resolution" section says that binding arbitration is not required when governing law prevents the use of binding arbitration.
- **Nondiscrimination.** A nondiscrimination notice and language assistance taglines are provided with the *EOC*.

SPD Disclosures required by ERISA

The Employee Retirement Income Security Act (ERISA) is a federal law that sets minimum standards for employee welfare benefit plans, which includes group health plans, and is established by private employers and employee organizations (for example, unions). The plan administrator of an employee welfare benefit plan is responsible for development and distribution of a *Summary Plan Description (SPD)* to plan participants and beneficiaries. The plan administrator is an employee or designee of the employer or union plan sponsor. Health Plan underwrites group coverage that plan sponsors make available, but Health Plan is neither the "ERISA plan" nor the "plan administrator" of the group health plan.

The plan administrator of a group health plan may satisfy the Group's ERISA disclosure obligations by incorporating the *EOC* into the Group's *SPD by reference*. However, the *EOC* by itself does not satisfy the disclosure requirements under ERISA. If a disclosure required under ERISA is not in the *EOC*, or if the plan administrator chooses to not incorporate the *EOC* in the *SPD*, the plan administrator must provide the disclosure in the Group's *SPD*. If there are discrepancies between

the description of Kaiser Permanente HMO-covered group health plan benefits appearing in the Group's *SPD* and those reflected in the *EOC,* the benefit description appearing in Kaiser Permanente's *EOC* will control.

The chart below identifies certain key ERISA disclosure requirements and whether those disclosures are in the *EOC*. It is intended for use as a reference tool; however, it is the plan administrator's responsibility to verify that the Group's *SPD* satisfies all ERISA disclosure requirements. For more information about ERISA, visit the Department of Labor website at dol.gov/agencies/ebsa.

SPD Disclosure Requirement	Evidence of Coverage (EOC)
Eligibility	The *EOC* does not explain in detail Group's eligibility requirements (a summary of Health Plan eligibility requirements appears in the "Premiums, Eligibility, and Enrollment" section). The plan administrator must include Group's specific eligibility information in the Group's *SPD*.
Special enrollment, including: • Special enrollment due to new dependents • Special enrollment due to loss of other coverage • Special enrollment due to eligibility for premium assistance • Special enrollment due to court or administrative order • Special enrollment due to reemployment after military service • Other special enrollment events	The *EOC* explains special enrollment rights in "How to Enroll and When Coverage Begins" in the "Premiums, Eligibility and Enrollment" section. The plan administrator is required to document that plan participants and beneficiaries have been informed of these rights. The *EOC* does not describe the procedures governing qualified medical child support order (QMCSO) determinations or state that plan participants and beneficiaries can obtain, without charge, a copy of those procedures from the plan administrator. The plan administrator should include this information in the Group's *SPD*.
Michelle's law (student status and eligibility)	Michelle's law establishes that dependent children who are under the dependent child age limit of the group health plan eligibility rules meet the eligibility age requirement whether or not they are attending school. Therefore, Health Plan provides a notice about student leaves of absence only in *EOCs* where the dependent child age limit is higher for a student than the non-student. If the student age limit is higher, the notice appears in the "Who Is Eligible" section under "Eligibility as a Dependent."

SPD Disclosure Requirement	Evidence of Coverage (EOC)
Description of coverage, including: • Cost sharing • Exclusions and limitations • Prior authorization requirements • Provider network • Claims procedure	Under ERISA, a Group's *SPD* may provide only a general description of plan benefits as long as the *SPD* references a detailed schedule of benefits and incorporates it by reference. That detailed schedule of benefits can be the Health Plan *EOC*, which offers a clear description of the benefits and the rules for obtaining those benefits. If the plan administrator chooses to incorporate the *EOC* by reference into the Group's *SPD*, the Group may satisfy the ERISA coverage disclosure requirements by including the following text *without changes* as the introduction to the benefit chart in the Group's *SPD*: "This benefit chart provides summary information only. It does not fully describe your benefit coverage. For details on your benefit coverage, please refer to your Kaiser Foundation Health Plan, Inc. (Health Plan) *Evidence of Coverage*. The Health Plan *Evidence of Coverage* is the binding document between Health Plan and its members. As a condition of coverage, a Health Plan physician must determine that any requested services and items are medically necessary to prevent, diagnose, or treat a medical condition. Generally, requested services and items must be provided, prescribed, authorized, or directed by a Health Plan provider. Except as otherwise noted in the Health Plan *Evidence of Coverage*, you must receive the requested services and items from a Health Plan-designated provider inside the Health Plan Service Area in which you are enrolled. For details on the benefit and claims review and adjudication procedures, please refer to the Health Plan *Evidence of Coverage*."
Newborns' and Mothers' Health Protection Act (Newborn Act)	Health Plan covers hospital lengths of stay following childbirth for mothers and newborns in accord with the Newborn Act. To assist the plan administrator in complying with the ERISA notice requirement, a Newborn Act notice is included under "ERISA notices" in the "Miscellaneous Provisions" section of the *EOC*.
Women's Health and Cancer Rights Act (WHCRA)	Health Plan covers mastectomy and reconstructive surgery and related services as required by WHCRA. To assist the plan administrator in complying with the ERISA notice requirement, a WHCRA notice is included under "ERISA notices" in the "Miscellaneous Provisions" section of the *EOC*.
ERISA rights	The *EOC* does not include a statement of ERISA rights. The plan administrator should include this information in the Group's *SPD*.
COBRA	The *EOC* states that continuation health care coverage under federal COBRA or under state continuation coverage laws may be available following termination of group health coverage. If your employee benefit plan offers COBRA continuation coverage, your plan administrator is responsible for administration of this coverage (for example, your plan administrator is responsible for providing all notices related to continuation coverage, eligibility, and participation).

SPD Disclosure Requirement	Evidence of Coverage (EOC)
Information about the employee benefit plan and how it is administered, such as: • Name of the plan • Name and address of the entity maintaining the plan • Employer identification number, plan number, type of plan, and how it is administered • The plan administrator's authority to terminate the plan or amend benefits, circumstances that may trigger ineligibility, denial, or reduction of benefits, and rights upon termination of plan or amendment of benefits	Health Plan does not collect this information from groups and cannot include it in the *EOC*. The plan administrator must include this information in the Group's *SPD*.

2026 *Group Agreement* Summary of Changes and Clarifications Notice Effective January 1, 2026, through December 31, 2026

Kaiser Foundation Health Plan, Inc., Northern California Region ("Health Plan") is renewing your Group's *Group Agreement ("Agreement")*, including the *Evidence of Coverage ("EOC")* documents, effective January 1, 2026 (your Group's "Anniversary Date") by sending FRESNO UNIFIED SCHOOL DISTRICT ("Group") this *"Group Agreement Summary of Changes and Clarifications Notice" ("Notice")* in accord with the "Term of *Agreement* and Renewal" section of your *Agreement*. This *Notice* includes a summary of the changes and clarifications that will be effective when your *Agreement* is renewed on the Anniversary Date, unless a different effective date is stated. Unless otherwise indicated, the changes and clarifications described here apply to each type of coverage that will be effective upon renewal of your *Agreement*. If you have not already received your renewal contract ("*2026 Agreement*"), please contact your broker or Health Plan account manager to obtain a copy. If your Group does not wish to renew your *Agreement*, your Group must give us advance written notice in accord with "Termination on Notice" in the "Termination of *Agreement*" section of your *Agreement*.

In certain circumstances, this summary may also include changes that we made to your *Agreement* during the 2025 plan year through an amendment. This summary does not include minor changes and clarifications that Health Plan is making to improve the readability of the *Agreement* or any changes we are making at your Group's request. In addition to the changes and clarifications listed below, Health Plan will also make any changes required by law or by any state or federal agency.

The "Calculating Premiums" section of this *Notice* includes the Premiums that will be applicable to your *Agreement* upon renewal.

Note: Some capitalized terms in this *Notice* have special meaning. Please see the "Definitions" section of the applicable *EOC* document in your *Agreement* for terms you should know. In this *Notice* "Medicare *EOCs*" means Kaiser Permanente Senior Advantage *EOCs*, and "non-Medicare *EOCs*" means all *EOCs* other than Senior Advantage *EOCs*.

2026 Agreement

If you have not already received your *2026 Agreement* and your Group wants to make changes to benefits or Cost Share, please request them before your Anniversary Date. You will then receive your *2026 Agreement* shortly after you tell your Health Plan account manager about changes your Group wants to make. If you don't wish to make changes to benefits or Cost Share, you don't need to do anything to renew your *Agreement*. We will provide your Group with its *2026 Agreement* within 60 days after your Anniversary Date. If you would like to receive it sooner, please contact your Health Plan account manager.

We will provide the *2026 Agreement* to your Group online in the Documents section of **business.kp.org**. If your Group would like a paper copy of your *2026 Agreement* and you are not able to download it from **business.kp.org**, please contact our customer service team at **800-731-4661**.

Please keep in mind that unless your Group notifies us to make changes to benefits or Cost Share, your *2026 Agreement*, including the *EOC* documents, will reflect the same benefits and Cost Share information as your current *Agreement*, subject to the changes described in this *Notice*.

Revisions to 2026 Kaiser Permanente *EOCs*

The changes and clarifications to *Evidence of Coverage* ("*EOC*") documents described below are effective on your Group's Anniversary Date (unless a different effective date is stated).

Note: Some capitalized terms in this *Notice* have special meaning. Please see the "Definitions" section of the applicable *EOC* for terms you should know. In this *Notice* "Medicare *EOCs*" means Kaiser Permanente Senior Advantage *EOCs*, and "non-Medicare *EOCs*" means all *EOCs* other than Senior Advantage *EOCs*.

Changes

Claims Payment (SB 3275)

In accordance with state law, we have updated information related to claims timeframes under "Initial Claims" in the "Post-Service Claims and Appeals" section of non-Medicare EOCs.

Drugs prescribed to treat PANS/PANDAS (AB 2105)

In accordance with state law effective January 1, 2025, Cost Share for drugs prescribed to treat Pediatric Acute-Onset Neuropsychiatric Syndrome and Pediatric Autoimmune Neuropsychiatric Disorders Associated with Streptococcal Infections ("PANS/PANDAS") cannot be subject to a Cost Share greater than that applies to other benefits provided in the contract. For most plans, there is no impact to coverage or Cost Share for these drugs. Outpatient prescription drugs prescribed to treat PANS/PANDAS are covered as described in the "Most drugs" table under "Outpatient Pharmacy Services" in the Cost Share Summary in non-Medicare EOCs. However, in benefit plans where the "Most drugs" table says "Not covered," outpatient prescription drugs prescribed to treat PANS/PANDAS are now covered as described in the "Other state-mandated drugs" row in the "Certain state-mandated drugs" table under "Outpatient Pharmacy Services" in the Cost Share Summary.

Fertility preservation Services (SB 600)

In accordance with state law, in contracts issued, amended, or renewed on or after July 1, 2025, the "Fertility Preservation Services for Iatrogenic Infertility" section of non-Medicare EOCs includes coverage for Standard Fertility Preservation Services.

Fertility Services (SB 729)

In accordance with state law, the "Fertility Services" and "Outpatient Pharmacy Services" sections of non-Medicare EOCs include coverage of the following services:

- *Services required to diagnose infertility, including laboratory and imaging services*
- *Services to treat infertility, including medications, artificial insemination, and in vitro fertilization*

Coverage includes up to three oocyte retrievals per lifetime.

Under SB 729, cost share for fertility services must be the same as the cost share for those services when provided for non-fertility related conditions.

Certain religious employer groups may be exempt from providing fertility services coverage.

Health care treatment following rape or sexual assault (AB 2843)

In accordance with state law effective July 1, 2025, at the end of the Cost Share Summary in non-Medicare EOCs, we have added a new section titled "Health Care Treatment Following Rape or Sexual Assault," explaining that the following services related to rape or sexual assault are covered at no charge (subject to the deductible in HDHP plans only):

- *Emergency Services related to the rape or sexual assault that are received from Plan Providers or Non-Plan Providers*
- *Related follow-up Services that are received from Plan Providers*

Human milk (AB 3059)

In accordance with state law effective January 1, 2025, under "Outpatient Pharmacy Services" in the "Benefits" section of non-Medicare EOCs, we have added a new section describing coverage of medically necessary pasteurized human milk:

> We cover medically necessary pasteurized human milk when prescribed by a Plan Provider and obtained from a designated licensed tissue bank. The day supply dispensed may vary based on availability. You may have to pay for the human milk and file a claim for reimbursement. For information on how to file a claim, please see "Initial Claims" in the "Post-Service Claims and Appeals" section.

Medicare Part D Outpatient Prescription Drug Coverage

- *The Senior Advantage Medicare Part D Catastrophic Coverage Stage threshold is increasing from $2,000 to $2,100 for calendar year 2026, in accordance with the Centers for Medicare & Medicaid Services (CMS) requirements.*
- *If a member requests and we agree to cover a Part D brand-name drug that is not on our Drug List, the Cost Share amount will vary depending on your plan. Members cannot ask for an exception to the Copayment or Coinsurance amount we require them to pay for the drug.*

Clarifications

988 crisis line

Under "Emergency Services" in the "How to Obtain Services" section of non-Medicare *EOCs*, we have added a sentence explaining that members may call 988 to be connected to a trained crisis counselor if they are experiencing a mental health crisis. 911 services also remain available in any emergency.

Administered COVID-19 therapeutics

In the "Administered drugs and products" table in the Cost Share Summary in non-Medicare *EOCs*, we have added rows for administered COVID-19 therapeutics from Plan Providers and Non-Plan Providers (such as monoclonal antibodies). This is a clarification, not a change in coverage.

Age limit of Dependent children

Under "Age limit of Dependent children" in large group non-Medicare *EOCs* and grandfathered small group non-Medicare *EOCs*, we have deleted language indicating that children placed with a Subscriber or Spouse for foster care are not eligible for Dependent coverage under certain circumstances. Health Plan allows enrollment of foster children as Dependents if the Subscriber or their Spouse has the legal authority to direct their care. This is not a change in policy, just a clarification in the *EOC*.

CMS EOC language

The Medicare *EOC* language has been revised throughout to align with the CMS EOC model. This does not represent a change in coverage.

Completion of Services

Under "Completion of Services from Non-Plan Providers" in non-Medicare *EOCs*, we have clarified that a new Member must have been covered under another health plan when services of the Non-Plan Provider ended in order to qualify for completion of services from that provider. This is not a change in policy, just a clarification in the *EOC*.

Cross references

We have made several updates to cross-references in non-Medicare *EOCs*:

- Under "Administered Drugs and Products" in the "Benefits" section, we have clarified that all preventive administered drugs except for contraceptives are covered as described in the "Preventive Services" section. Additionally, we have revised the format of the existing cross references for consistency with other sections of the *EOC*.
- We have added new cross references under "Mental Health Services," "Office Visits," "Outpatient Pharmacy Services," "Rehabilitative and Habilitative Services," and "Substance Use Disorder Treatment" to make it easier to identify which benefit category applies to certain services.

These revisions are editorial only and do not represent a change in policy.

DMHC-required *EOC* language (AB 118)

Under "Definitions," "Exclusions," and "Miscellaneous Provisions," we have revised non-Medicare *EOC* language as required by the California Department of Managed Health Care. Due to state law, health plans are required to use these new defined terms, exclusions, and information about Member rights and responsibilities in their *EOCs*. We have also revised some other provisions to accommodate the mandated terminology:

- The "Outpatient Prescription Drugs, Supplies, and Supplements" section is now called "Outpatient Pharmacy Services"

- The exclusion for Services related to noncovered Services is now described under "Noncovered Services" in the "Your Cost Share" section
- Certain general exclusions and all exclusions within the "Benefits" section have been reformatted to be part of the description of the scope of coverage

Doula Services

Under "Plan Doula Services" in the "Reproductive Health Services" section of non-Medicare *EOCs*, we have clarified the services that are not covered as Plan Doula services and added a reference to **kp.org/doulacare**, which members can visit for information about how to find a doula. This is not a change in coverage, just a clarification in the *EOC*.

Emergency Services and Urgent Care

We have deleted the standalone "Emergency Services and Urgent Care" section of non-Medicare *EOCs* in its entirety, to reduce repetition in the *EOC* and make it easier to find information about these Services. Most of the deleted section was moved to the "How to Obtain Services" section, but details about Cost Share for emergency services and urgent care have been moved to "Emergency Services and Urgent Care" in the "Benefits" section of the *EOC*. These changes are editorial only and there are no changes to coverage or policies.

Gender-affirming Services

Under "Gender-affirming Services" in the "Mental Health Services" section of non-Medicare *EOCs*, we have made editorial revisions for clarity. There are no changes to coverage of gender-affirming Services.

Glucose monitors

Under "Durable Medical Equipment ('DME') for home use" in the "Cost Share Summary" and "Benefits" sections of the non-Medicare *EOCs*, we have removed the word "blood" from "blood glucose monitors," to ensure that it is clear that we cover both blood glucose monitors that use test strips and continuous glucose monitors. In accord with this change, we have re-alphabetized the bullet points beginning with "Glucose monitors…" in the bulleted lists in which they appear.

Missed Appointment Fee

We have added a new section called "Provider fees" under "Your Copayments and Coinsurance" informing members that some Plan Providers may charge a fee for missed appointments without 24-hour advance notice, except in the case of an emergency. This is not a change in policy, just a clarification in the *EOC*.

Overage Dependent

We are now using the term "overage dependent" rather than "disabled dependent" in the *EOC*, so that the health status of the dependent can be kept confidential.

Pediatric Dental Services Amendment

Under "Payments that count toward the Plan Out-of-Pocket Maximum" in the "Benefits" section of non-Medicare *EOCs*, and "Dental and orthodontic Services" in the "Exclusions" section of non-Medicare *EOCs*, we have removed language explaining to Members that if they have pediatric dental coverage, a Pediatric Dental Services Amendment will be attached to their *EOC*. Pediatric dental coverage is described in a separate *EOC* provided by Delta Dental for plans that include this coverage.

Preventive Services

In the "Definitions" section of non-Medicare *EOCs*, we have clarified that the definition of "Preventive Services" pertains to services that are defined as preventive under the Affordable Care Act ("ACA") and any additional services that we deem to be preventive, as described on our website at **kp.org/prevention**. This is not a change in policy, just a clarification in the *EOC*. The required preventive services are based on recommendations by the U.S. Preventive Services Task Force, Health Resources and Services Administration, and the Centers for Disease Control and Prevention.

Calculating Premiums

To calculate the amount of Full Premiums that apply to a Family (a Subscriber and all of their Dependents):

1. If this *Agreement* includes more than one contract option, determine the coverage (*EOCs* and contract options) that apply to each Member in the Family (for example, Traditional Plan and any Ancillary Coverage).
2. Determine the family role type and Medicare status of each Member (for family role types, please see the "Definitions" section of the *EOC* for the definition of Subscriber, Dependent, and Spouse).
3. Identify the Premiums for each Member for each *EOC* and contract option (including contract options issued through a separate contract) based on the family role type and Medicare status of each Member:
   - Premiums for coverage issued under this *Agreement* appear in the Premium tables below.
   - If this *Agreement* includes a POS Plan contract option (a contract option with one tier underwritten by Health Plan and two tiers underwritten by Kaiser Permanente Insurance Company), the amounts shown below for the POS Plan (for Large Groups) product includes premiums for the Health Plan and Kaiser Permanente Insurance Company portions of Group's POS Plan coverage, and Group submits payment for this coverage as part of Full Premium.
   - If Ancillary Coverage has been issued under a separate contract and Premiums for that coverage are not listed in the Premium tables below, refer to that contract for Premiums. This Ancillary Coverage is part of the contract options selected by Group, and Group submits payment for this Ancillary Coverage as part of Full Premium.
4. Add the amounts of Premiums for each Member together to arrive at the total, Full Premiums required for the Family.

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — *EOC # 1*

DHMO XD NCR ACTIVE COMPOSITE

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	$1,432.08

Family role type	Premiums
Each additional Dependent	$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Note: Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — *EOC # 2*

SR ADV GRP HMO NCR ACTIVE COMPOSITE

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	$323.52	$633.52
1st Dependent	$323.52	$633.52
2nd Dependent	$323.52	$633.52
Each additional Dependent	$323.52	$633.52

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — *EOC # 3*

NCR WORK AGED ASSIGN ACTIVE COMPOSITE

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	$1,432.08

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — *EOC # 4*

DHMO XD NCR EARLY RETIREES COMPOSITE

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Note: Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — *EOC # 5*

SR ADV GRP HMO NCR EARLY RETIREES COMPOSITE

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	$323.52	$633.52
1st Dependent	$323.52	$633.52
2nd Dependent	$323.52	$633.52
Each additional Dependent	$323.52	$633.52

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — *EOC # 6*

NCR WORK AGED ASSIGN EARLY RETIREES COMPOSITE

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	$2,040.67

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — *EOC # 7*

DHMO XD NCR COBRA

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Note: Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — *EOC # 8*

SR ADV GRP HMO NCR COBRA

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	$323.52	$633.52
1st Dependent	$323.52	$633.52
2nd Dependent	$323.52	$633.52
Each additional Dependent	$323.52	$633.52

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — *EOC # 9*

NCR WORK AGED ASSIGN COBRA

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	$1,432.08

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — *EOC # 10*

DHMO XD NCR RETIREES 3 TIER

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83

Family role type	Premiums
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16

Family role type	Premiums
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Note: Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — *EOC # 11*

SR ADV GRP HMO NCR RETIREES 3 TIER

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	$323.52	$633.52
1st Dependent	$323.52	$633.52
2nd Dependent	$323.52	$633.52
Each additional Dependent	$323.52	$633.52

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — *EOC # 12*

NCR WORK AGED ASSIGN RETIREES 3 TIER

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83

Enrollment Unit Chart

Contract name: FRESNO UNIFIED SCHOOL DISTRICT
Group ID: 603815
Contract: 1

The charts below describe how the coverage your Group has purchased (called *contract options*) are organized into administrative groupings (called *enrollment units*) for the purposes of enrollment and billing. Please keep this document handy for future reference as the information it contains will be helpful when reporting membership changes.

An *Evidence of Coverage* (*EOC*) for each Health Plan coverage that your Group has purchased is incorporated into the enclosed *Group Agreement* (the *EOC* number is the same as the *contract option* number). If your Group has purchased non-Health Plan coverage (such as dental coverage), the carrier(s) for the applicable coverage will send its agreement to your Group under separate cover.

Contract option: A unique *contract option* name and number exists for each coverage option that you offer to your Members. For example, if you offer the same benefits to all of your Members, but have different eligibility rules for different segments of your membership, you will have a separate *contract option* for each coverage option.

Enrollment unit: An *enrollment unit* is a grouping of *contract options* for a specific segment of your Member population for enrollment and billing purposes. If there are *contract options* only available to a specific segment of your Member population, then there will be a distinct *enrollment unit* for that segment. If your Member population is billed separately, there will be a separate *enrollment unit* (or billing unit) for each segment. Note: An enrollment unit may also be referred to as a *subgroup*.

The following are the *enrollment units* associated with this contract:

Enrollment unit number: 0
Enrollment unit name: FUSD - ACTIVES/COMPOSITE
Billing contact: Franceen Hanley

Contract Option	Product name	Contract option name
1	Kaiser Permanente Deductible HMO Plan	DHMO XD NCR ACTIVE COMPOSITE
2	Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR ACTIVE COMPOSITE
3	Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN ACTIVE COMPOSITE

Enrollment unit number: 1
Enrollment unit name: FUSD - EARLY RETIREES/COMPOSITE
Billing contact: Franceen Hanley

Contract Option	Product name	Contract option name
4	Kaiser Permanente Deductible HMO Plan	DHMO XD NCR EARLY RETIREES COMPOSITE
5	Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR EARLY RETIREES COMPOSITE
6	Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN EARLY RETIREES COMPOSITE

Enrollment unit number: 2
Enrollment unit name: FUSD - MEDICARE RETIREES/3TIER
Billing contact: Franceen Hanley

Contract Option	Product name	Contract option name
10	Kaiser Permanente Deductible HMO Plan	DHMO XD NCR RETIREES 3 TIER
11	Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR RETIREES 3 TIER
12	Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN RETIREES 3 TIER

Enrollment unit number: 7000
Enrollment unit name: FUSD - COMPOSITE/COBRA
Billing contact: Franceen Hanley

Contract Option	Product name	Contract option name
7	Kaiser Permanente Deductible HMO Plan	DHMO XD NCR COBRA
8	Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR COBRA
9	Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN COBRA

Enrollment unit number: 8500
Enrollment unit name: FRESNO UNIFIED SCHOOL-LIS REFUNDS
Billing contact: Franceen Hanley

Contract Option	Product name	Contract option name
1	Kaiser Permanente Deductible HMO Plan	DHMO XD NCR ACTIVE COMPOSITE
2	Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR ACTIVE COMPOSITE
3	Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN ACTIVE COMPOSITE

KAISER PERMANENTE®

Kaiser Foundation Health Plan, Inc.
Northern California Region

A nonprofit corporation

Group Agreement for
FRESNO UNIFIED SCHOOL DISTRICT

Group ID: 603815 Contract: 1 Version: 42 Issue Date: October 3, 2025

January 1, 2026, through December 31, 2026

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Introduction

This Group Agreement (*Agreement*), including the *Evidence of Coverage* (*EOC*) and other documents listed below under "Health Plan and Other Ancillary Products," the group application that Group submitted to Health Plan, and any amendments to any of them, all of which are incorporated into this *Agreement* by reference, constitute the contract between Kaiser Foundation Health Plan, Inc., (Health Plan) and FRESNO UNIFIED SCHOOL DISTRICT (Group).

If Group has applied for Ancillary Coverage through Health Plan, provided under a separate contract, it is the intent of Group and Health Plan that coverage under this Agreement and those other contract(s) be treated as one package of benefits for the purposes of term, renewal, termination and payment of Premiums.

In consideration of timely payment of Premium, Health Plan will provide or arrange for covered Services to Members in accord with the documents listed below under "Health Plan and Other Ancillary Products."

Health Plan and Other Ancillary Products

Health Plan products, including Ancillary Coverage offered by Health Plan

Product name	Contract option name for product	*EOC #*
Kaiser Permanente Deductible HMO Plan	DHMO XD NCR ACTIVE COMPOSITE	1
Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR ACTIVE COMPOSITE	2
Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN ACTIVE COMPOSITE	3
Kaiser Permanente Deductible HMO Plan	DHMO XD NCR EARLY RETIREES COMPOSITE	4
Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR EARLY RETIREES COMPOSITE	5
Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN EARLY RETIREES COMPOSITE	6
Kaiser Permanente Deductible HMO Plan	DHMO XD NCR COBRA	7
Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR COBRA	8
Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN COBRA	9
Kaiser Permanente Deductible HMO Plan	DHMO XD NCR RETIREES 3 TIER	10
Kaiser Permanente Senior Advantage (HMO) with Part D	SR ADV GRP HMO NCR RETIREES 3 TIER	11
Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage	NCR WORK AGED ASSIGN RETIREES 3 TIER	12

Pediatric dental coverage

Not applicable

Other Ancillary Coverage

Not applicable

In this *Agreement,* some capitalized terms have special meaning; please see the "Definitions" section in the *EOC* documents for definitions of terms that are used in *EOC* documents and this *Agreement.*

Term of *Agreement* and Renewal

Term of *Agreement*

Unless terminated as set forth in the "Termination of *Agreement*" section, this *Agreement* is effective from January 1, 2026, through December 31, 2026.

Renewal

This *Agreement* does not automatically renew. If Group complies with all of the terms of this *Agreement*, Health Plan will provide prior written notice of any offer to renew the *Agreement*, in a timely manner consistent with applicable state and federal requirements, by doing one of the following:

- Providing Group with a new *Group Agreement* to become effective immediately after termination of this *Agreement*
- Extending the term of this *Agreement* and making other changes pursuant to "Amendments Effective on your Group's Anniversary Date" in the "Amendment of *Agreement*" section

Health Plan will provide Group a renewal notice, which will include a summary of changes to this *Agreement*. The new or extended-term *Group Agreement* will incorporate the changes summarized in the renewal notice. Health Plan will issue to Group the new or extended-term Group Agreement after Group confirms its intent to renew coverage, or 60 days after Group's Anniversary Date if Group does not provide affirmative confirmation of its intent to renew coverage prior to that date.

If Group does not want to renew the *Agreement*, Group must give Health Plan written notice as described under "Termination on Notice" or "Termination due to Nonacceptance of Amendments" in the "Termination of *Agreement*" section.

Note: Your Group's Anniversary Date is January 1.

Amendment of *Agreement*

Amendments Effective on your Group's Anniversary Date

Upon 60 days prior written notice to Group, Health Plan may extend the term of this *Agreement* and make other changes by amending this *Agreement* effective January 1 (the Anniversary Date).

Amendments Related to Government Approval

If Health Plan notified Group that Health Plan had not received all necessary governmental approvals related to this *Agreement*, Health Plan may amend this *Agreement* by giving written notice to Group after receiving all necessary governmental approvals. Any such government-approved provisions go into effect on January 1, 2026 (unless the government requires a later effective date).

Amendment Due to Medicare Changes

Health Plan contracts on a calendar year basis with the Centers for Medicare & Medicaid Services (CMS) to offer Kaiser Permanente Senior Advantage. Health Plan may amend this *Agreement* to change any Kaiser Permanente Senior Advantage *EOCs* and Premiums effective January 1, 2027 (unless the federal government requires or allows a different effective date). The amendment may include an increase or decrease in Premiums and benefits (including Member Cost Sharing and any Medicare Part D coverage level thresholds). Health Plan will give Group written notice of any such amendment.

In addition, Health Plan may amend this *Agreement* at any time by giving written notice to Group, in order to increase any benefits of any Medicare product approved by the Centers for Medicare & Medicaid Services (CMS).

Amendment Due to Tax or Other Charges

If a government agency or other taxing authority imposes or increases a tax or other charge (other than a tax on or measured by net income) upon Health Plan or Plan Providers (or any of their activities), then upon 60 days prior written notice, Health Plan may increase Group's Premiums to include Group's share of the new or increased tax or charge. Group's share will be determined by dividing the number of Members enrolled through Group by the total number of members enrolled in Health Plan's Northern California Region.

Other Amendments

Health Plan may amend this *Agreement* at any time by giving written notice to Group, in order to address any law or regulatory requirement, which may include an increase in Premiums to reflect an increase in costs to Health Plan or Plan Providers (Health Plan will give Group 60 days prior written notice of any increase in Premiums or reduction in benefits).

Acceptance of Amendments

All amendments are deemed accepted by Group unless Group gives Health Plan written notice of nonacceptance within 15 days after the date of Health Plan's amendment notice, in which case this *Agreement* will terminate pursuant to "Termination due to Nonacceptance of Amendments" in the "Termination of *Agreement*" section.

Termination of *Agreement*

This *Agreement* will terminate under any of the conditions listed below. All rights to benefits under this *Agreement* end on the termination date, except as expressly provided in the "Termination of Membership" or "Continuation of Membership" sections of an *Evidence of Coverage*. The termination date is the first day when this *Agreement* is no longer in effect (for example, if the termination date is January 1, 2027, the last minute this *Agreement* was in effect was at 11:59 p.m. on December 31, 2026).

If Health Plan terminates this *Agreement*, Health Plan will give Group written notice. In the case of "Termination for Nonpayment", "Termination for Fraud or Intentionally Furnishing Incorrect or Incomplete Information", and "Termination for Discontinuance of a Product or all Products within a Market," Health Plan will provide both advance notice of the termination in addition to a final notice of termination. Within five business days of receipt of an advance or final notice of termination, Group will provide each Subscriber a legible copy of the notice and will give Health Plan proof of that notice was provided including the date thereof.

Termination on Notice

If Group has Kaiser Permanente Senior Advantage Members

If Group has Senior Advantage Members enrolled under this Agreement at the time Health Plan receives written notice from Group that it is terminating this Agreement, Group may terminate this Agreement effective as of the Anniversary Date by giving prior written notice to Health Plan at least 30 days prior to the Anniversary Date, except that the termination will be effective on the first of the month following the Anniversary Date if the Anniversary Date is not the first of the month. Group remains responsible for remitting all amounts payable relating to this Agreement, including Premiums, for the period through the termination date.

If Group does not have Kaiser Permanente Senior Advantage Members

If Group does not have Senior Advantage Members enrolled under this Agreement at the time Health Plan receives written notice from Group that it is terminating this Agreement, Group may terminate this Agreement effective as of the Anniversary Date by giving prior written notice to Health Plan at least 15 days prior to the Anniversary Date, except that termination will be effective on the first of the month following the Anniversary Date if the Anniversary Date is not the first of the month. Group remains responsible for remitting all amounts payable relating to this Agreement, including Premiums, for the period through the termination date.

Termination Due to Nonacceptance of Amendments

All amendments are deemed accepted by Group unless Group gives Health Plan written notice of nonacceptance within 15 days after the date of Health Plan's amendment notice and Group remits all amounts payable related to this *Agreement*, including Premiums, for the period prior to the amendment effective date, in which case this *Agreement* will terminate on the following date, as applicable:

- In the case of amendments described in the "Amendment of *Agreement*" section under "Amendments Related to Government Approval" and "Amendments Due to Medicare Changes," and amendments described under "Other Amendments" that do not require 60 days notice by Health Plan, if Group has Kaiser Permanente Senior Advantage Members enrolled under this *Agreement* at the time Health Plan receives written notice of nonacceptance, the termination date will be first of the month following 30 days after Health Plan receives written notice of nonacceptance
- In all other cases, the termination date will be the day before the effective date of the amendment

Termination for Nonpayment

Premiums are due for the Full Premium owed as described in the "Premiums" section. If Health Plan does not receive the required Premium payment for all coverage issued under this *Agreement* on or before the due date, we will provide a notice of start of grace period to Group as described under "Notices" in the "Miscellaneous Provisions" section. This notice will include the following information:

- A statement that we have not received Full Premium payment and that we will terminate this *Agreement* for nonpayment if we do not receive the required Premiums by the specified date
- The amount of Premiums past due

If we do not receive the required Premiums by the date indicated in the notice of start of grace period, the *Agreement* will terminate and all coverage issued under the *Agreement* will end on the date specified in the notice of start of grace period, which will be at least 30 days after the date of the notice. The *Agreement* will remain in effect during this grace period, but upon termination Group will be responsible for paying all past due Premiums, including the Premiums for coverage provided during this grace period.

We will provide notice of termination to Group as described under "Notices" in the "Miscellaneous Provisions" section if we do not receive Full Premium payment within 30 days after the date of the notice of start of grace period.

If Group has Kaiser Permanente Senior Advantage Members enrolled under this *Agreement* at the time Health Plan gives written notice to Group, Health Plan may terminate this *Agreement* effective on one date with respect to Members other than Senior Advantage Members and effective on a later date with respect to Senior Advantage Members, in order to comply with CMS termination notice requirements.

Termination for Fraud or Intentionally Furnishing Incorrect or Incomplete Information

If Group commits fraud or intentionally furnishes incorrect or incomplete material information to Health Plan, Health Plan may terminate this *Agreement* by giving advance written notice to Group, and Group is liable for all unpaid Premiums up to the termination date.

If Group has Kaiser Permanente Senior Advantage Members enrolled under this *Agreement* at the time Health Plan gives written notice to Group, Health Plan may terminate this *Agreement* effective on one date with respect to Members other than Senior Advantage Members and effective on a later date with respect to Senior Advantage Members, in order to comply with CMS termination notice requirements.

Termination for Violation of Contribution or Participation Requirements

If Group fails to comply with Health Plan's participation or contribution requirements (including those discussed in the "Contribution and Participation Requirements" section), Health Plan may terminate this *Agreement* by giving advance written notice to Group, and Group is liable for all unpaid Premiums up to the termination date.

If Group has Kaiser Permanente Senior Advantage Members enrolled under this *Agreement* at the time Health Plan gives written notice to Group, Health Plan may terminate this *Agreement* effective on one date with respect to Members other than Senior Advantage Members and effective on a later date with respect to Senior Advantage Members, in order to comply with CMS termination notice requirements.

Termination for Discontinuance of a Product or all Products within a Market

Grandfathered products

Health Plan may terminate a particular product or all products offered in a small or large group market as permitted or required by law. If Health Plan discontinues offering a particular grandfathered product in a market, Health Plan may terminate this *Agreement* with respect to that product upon 90 days prior written notice to Group. Health Plan will offer Group another product that it makes available to groups in the small or large group market, as applicable. If Health Plan discontinues offering all products to groups in a small or large group market, as applicable, Health Plan may terminate this *Agreement* upon 180 days prior written notice to Group and Health Plan will not offer any other product to Group. A "product" is a combination of benefits and services that is defined by a distinct *Evidence of Coverage*.

All other products

Health Plan may terminate a particular product or all products offered in the group market as permitted or required by law. If Health Plan discontinues offering a particular product (other than a grandfathered product) in the group market, Health Plan may terminate this *Agreement* with respect to that product upon 90 days prior written notice to Group. Health Plan will offer Group another product that it makes available in the group market. If Health Plan discontinues offering all products in the group market, Health Plan may terminate this *Agreement* upon 180 days prior written notice to Group and Health Plan will not offer any other product to Group. A "product" is a combination of benefits and services that is defined by a distinct *Evidence of Coverage*.

Contribution and Participation Requirements

No change in Group's contribution or participation requirements listed below is effective for purposes of this *Agreement* unless Health Plan consents in writing. As a condition to consenting to Group's revised contribution and participation requirements, Health Plan may require Group to agree to amend the Premiums, benefits, or other provisions of this *Agreement*.

Group must:

- Ensure that:
  - all Subscribers live or work inside the Service Area applicable to their coverage when they enroll (except that Group must ensure that Subscribers live inside the Service Area applicable to their coverage when they enroll if Group chooses not to have a "live or work" eligibility rule, and that Kaiser Permanente Senior Advantage Members live inside the Service Area applicable to their coverage when they enroll in Senior Advantage and thereafter)
  - at least one employee, proprietor, or partner who lives or works inside the Service Area is eligible to enroll as a Subscriber

- Meet all applicable legal and contractual requirements, such as:
  - meet all Health Plan requirements set forth in the "Rate Assumptions and Requirements" section of the *Rate Proposal* document (Group's Health Plan account manager can provide Group with a copy of the Rate Proposal if Group does not have one)
  - offer enrollment in accord with eligibility requirements in state law (for example, domestic partners must be eligible if married spouses are eligible and disabled dependents must be eligible if dependent children are eligible)

Miscellaneous Provisions

Assignment

Health Plan may assign this *Agreement*. Group may not assign this *Agreement* or any of the rights, interests, claims for money due, benefits, or obligations hereunder without Health Plan's prior written consent. This *Agreement* shall be binding on the successors and permitted assignees of Health Plan and Group.

Attorney Fees and Costs

If Health Plan or Group institutes legal action against the other to collect any sums owed under this *Agreement*, the party that substantially prevails will be reimbursed for its reasonable litigation expenses, including attorneys' fees, by the other party.

Confidential Information about Health Plan or its Affiliates

For the purposes of this "Confidential Information about Health Plan or its Affiliates" section, "Confidential Information" means any oral, written, or electronic information concerning Health Plan or its affiliates, if the information either is marked "confidential" or is by its nature proprietary or non-public, except that it does not include any of the following:

- Information that is or becomes available to the public other than as a result of disclosure by Group or its employees, advisors, or representatives
- Information that was available to Group or within its knowledge before Health Plan disclosed it to Group
- Information that becomes available to Group from a source other than Health Plan, but only if that source is not bound by a confidentiality agreement with Health Plan

If Group receives any Confidential Information, it will use that information only to evaluate Health Plan and actual or proposed group agreements with Health Plan. Group will ensure that the information is not disclosed to anyone other than a limited number of Group's employees and advisors, and only to the extent necessary in connection with the evaluation of Health Plan and actual or proposed group agreements with Health Plan. Group will inform any such employees and advisors that the information is confidential and that they must treat it confidentially.

Upon Health Plan's request Group will promptly return to Health Plan all Confidential Information, and will destroy any other copies and any notes or other Group documents about the information.

If Group is requested or required (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, Group will give Health Plan prompt notice of the request or requirement, and Group will cooperate with Health Plan in seeking to legally avoid the disclosure. If, in the absence of a protective order, Group is legally compelled, in the opinion of its counsel, to disclose any of the information, Health Plan either will seek and obtain appropriate protective orders against the disclosure or will be deemed to waive Group's compliance with the provisions of this "Confidential Information about Health Plan or its Affiliates" section to the extent necessary to satisfy the request or requirement.

Group understands (and will inform any employees and advisors who receive Confidential Information) that United States securities laws prohibit anyone who has material non-public information about a company from buying or selling that company's securities in reliance upon that information or from communicating the information to any other person or entity under circumstances in which it is reasonably foreseeable that the person or entity is likely to buy or sell that company's securities in reliance upon the information. Group agrees that it and its affiliates, associates, employees, agents, and advisors will not rely on any Confidential Information in directly or indirectly buying or selling any Health Plan securities.

Monetary damages would not be a sufficient remedy for any breach or threatened breach of this "Confidential Information about Health Plan or its Affiliates" section. Health Plan will be entitled to equitable relief by way of injunction or specific performance if Group or any of its officers, directors, employees, attorneys, accountants, agents, advisors, or representatives breach, or threaten to breach, any of the provisions of this "Confidential Information about Health Plan or its Affiliates" section.

Group's obligations under this "Confidential Information about Health Plan or its Affiliates" section will continue indefinitely and will survive the termination or expiration of this *Agreement.*

Contract Providers

Health Plan will give Group written notice within a reasonable time of any termination or breach of contract by, or inability to perform of, any health care provider that contracts with Health Plan if Group may be materially and adversely affected thereby.

Delegation of Claims Review

Group delegates to Health Plan the discretion to determine whether a Member is entitled to benefits under this *Agreement.* In making these determinations, Health Plan has discretionary authority to review claims in accord with the procedures contained in this *Agreement* and to construe this *Agreement* to determine whether the Member is entitled to benefits. If coverage under an *EOC* is subject to the Employee Retirement Income Security Act (ERISA) claims procedure regulation (29 CFR 2560.503-1), Health Plan is a "named claims fiduciary" to review claims under that *EOC.*

Electronic Delivery of Written Communications, Contracts, and Other Documents

Written communications, contracts, and other documents may be provided electronically to Group, as allowed by law. If provided by posting to an electronic system, Health Plan will inform Group when a document is available for retrieval. A communication or document that is sent electronically shall be deemed received when the Group is able to retrieve the electronic communication or document from the electronic or information processing system designated for the purpose of receiving electronic records or information of the type sent. Communications and documents that may be delivered electronically include this *Agreement*, the annual renewal notice, and other communications between Group and Health Plan as allowed by law to be delivered electronically. A notice of termination will not be delivered electronically.

Group may opt-out of electronic delivery of communications and documents at any time by providing notice to Health Plan.

Enrollment Application Requirements

Group must use enrollment application forms that are provided by Health Plan. If Group wants to use a different form or system for enrolling Members, Group must obtain Health Plan's prior approval of the form or system. Other forms and systems include a "universal" enrollment application form, interactive voice recording (IVR) enrollment system, or intranet online enrollment system. All forms and systems must meet Health Plan requirements for enrolling Members, including disclosure of binding arbitration in accord with Section 1363.1 of the California Health and Safety Code and other applicable law. Group must retain documentation of each Member's acceptance of the use of binding arbitration indefinitely, and upon request, must be able to produce documentation relating to a specific Member to Health Plan at any

time. In the event that the contract between Health Plan and Group terminates or Group is unable to comply with this document retention requirement, Group must transfer possession of all such documentation to Health Plan in a mutually agreeable manner. Group's Health Plan account manager can provide Group with Health Plan's current requirements for enrollment application forms and systems.

Grandfathered Health Plan Coverage

For any coverage identified in an EOC as a "grandfathered health plan" under the Patient Protection and Affordable Care Act and regulations, Group must immediately inform Health Plan if this coverage does not meet (or no longer meets) the requirements for grandfathered status including but not limited to any change in its contribution rate to the cost of any grandfathered health plans during the plan year. Group represents that, for any coverage identified as a "grandfathered health plan" in the applicable *EOC*, Group has not decreased its contribution rate more than five percent (5%) for any rate tier for such grandfathered health plan when compared to the contribution rate in effect on March 23, 2010 for the same plan. Health Plan will rely on Group's representation in issuing and continuing any and all grandfathered health plan coverage.

Governing Law

Except as preempted by federal law, this *Agreement* will be governed in accord with California law and any provision that is required to be in this *Agreement* by state or federal law, shall bind Group and Health Plan whether or not set forth in this *Agreement*.

Member Information

Group will inform Members and prospective Members of eligibility requirements for Subscribers and Dependents and when coverage becomes effective and terminates.

When Health Plan notifies Group about changes to this *Agreement* or provides Group other information that affects Members, Group will disseminate the information to Members by the next regular communication to them, but in no event later than 30 days after Group receives the information.

For each Health Plan coverage included in this *Agreement*, Health Plan will provide Group with the following disclosures for Group to distribute in accord with applicable laws, including the Medicare-as-Secondary-Payer laws ("Member Materials"):

- A *Disclosure Form* (*DF*) for each non-Medicare coverage. Group will provide *DFs* (or combined *EOC/DFs*) to Subscribers and potential Subscribers when the coverage is offered
- A *Summary of Benefits and Coverage* (*SBC*) for each non-Medicare coverage other than retiree plans with fewer than two current employees. Group will provide electronic or paper *SBCs* to Members and potential Members to the extent required by law, except that Health Plan will provide *SBCs* to Members who make a request to Health Plan
- Pre-enrollment materials that CMS requires for Kaiser Permanente Senior Advantage coverage, which are available upon request from Health Plan. Group will provide these materials to potential Members before they enroll in Senior Advantage coverage
- An *EOC* for each non-Medicare coverage. Group will provide *EOCs* (or combined *EOC/DFs*) to Subscribers, except that Health Plan will provide *EOCs* (or combined *EOC/DFs*) to Members and potential Members who make a request to Health Plan

If Group receives the *Agreement* or Member Materials in electronic form, Group is not authorized to modify or alter in any way the text or the formatting of the electronic *Agreement* or Member Materials.

Health Plan assumes no responsibility for any changes in text or formatting that may occur in the *Agreement* or Member Materials after they are provided to Group. If Group posts the electronic *Agreement* or Member Materials on its intranet

site, it shall do so in such a way so as to permit employees of Group to download and print a complete and accurate copy of the *Agreement* or Member Materials.

In the event Health Plan reasonably concludes that Group is either using the electronic *Agreement* or Member Materials in a manner not permitted by this *Agreement* or is not providing Subscribers with access to the Member Materials in accord with applicable laws, then Health Plan will print copies of the *Agreement* or Member Materials and Group will cooperate with Health Plan to ensure that printed copies of the *Agreement* or Member Materials are provided in a timely manner to all employees of Group enrolled with Health Plan. Group agrees to reimburse Health Plan for the reasonable cost of printing and delivering the *Agreement* or Member Materials.

No Waiver

Health Plan's failure to enforce any provision of this *Agreement* will not constitute a waiver of that or any other provision, or impair Health Plan's right thereafter to require Group's strict performance of any provision.

Nonduplication Agreement

Health Plan agrees to undertake performance of the following regulatory requirements, and Group may rely on Health Plan's performance in order to satisfy its obligation to perform the same activities with respect to the health plan coverages issued to Group by Health Plan:

- Preparation and publication of machine-readable files on a public website for in-network rates and billed charges and allowed amounts for out-of-network providers in the required form and manner as set forth in applicable regulations and any sub-regulatory guidance
- Provision of an internet, self-service tool as well as paper reports and telephone assistance to provide personalized estimates of cost sharing for 500 shoppable services beginning on January 1, 2023, and for all covered services as of January 1, 2024 as set forth in applicable regulations and any sub-regulatory guidance
- Annual reporting of prescription drug and health care costs reporting required to be furnished in accordance with applicable regulations and any sub-regulatory guidance
- Publication of a consumer notice regarding federal and, when applicable, any state legal requirements related to balance billing by non-participating providers in accordance with applicable regulations and any sub-regulatory guidance
- Annual reporting of data related to the provision and cost of air ambulance services for 2022 and 2023 in the required form and manner as set forth in applicable regulations and any sub-regulatory guidance
- Annual submission of a Gag Clause Prohibition Compliance Attestation in the required form and manner as set forth in applicable regulations, if any, and sub-regulatory guidance

Notices

Notice under this Agreement shall be in writing and is deemed given when delivered in person or deposited in the U.S. mail. Notice may also be provided by email if Group has furnished its email address as part of its address of record, and as allowed by law. Health Plan or Group may change its addresses, or email address, for notices by giving written notice to the other.

Notices from Health Plan to Group must be sent to:

PATRICK JENSEN, CHIEF FINANCIAL OFFICER-JHMB M
FRESNO UNIFIED SCHOOL DISTRICT
2309 TULARE ST
FRESNO, CA 93721-2266

If Group has chosen to receive group agreements electronically through Health Plan's website at **kp.org/yourcontract**, Health Plan will send a notice to Group when a group agreement has been posted to that website.

Note: When Health Plan sends Group a new (renewed) *Agreement*, Health Plan will enclose a summary of changes that discusses the changes Health Plan has made to the *Group Agreement*. If Group wants information about changes before receiving the *Agreement*, Group may request advance information from their Health Plan account manager. Also, if Group designates a third party in writing (for example, "Broker of Record" statements), Health Plan may send the advance information to the third party rather than to Group (unless Group requests a copy too).

Notices from Group to Health Plan must be sent to:

Kaiser Permanente
1 Kaiser Plaza
Oakland, CA 94612
Attn: Thomas A. Curtin Jr., Senior Vice President, Commercial Group Business

Open Enrollment

Group must hold an annual open enrollment period during which all eligible people, in accord with state law, may enroll in Health Plan or in any other health care plan available through Group. Also, Group must not hold open enrollment for 2027 until Group receives its 2027 group agreement Premium and coverage information from Health Plan. If Group holds the open enrollment without receiving 2027 group agreement Premium and coverage information, Health Plan may change Premiums and coverage (including benefits and Cost Sharing) when it offers to renew Group's Agreement as described under "Renewal" in the "Term of Agreement and Renewal" section.

Other Group coverage that covers Essential Health Benefits

For each non-grandfathered non-Medicare Health Plan coverage, except for any retiree-only coverage, Group must do all of the following if Group provides Health Plan Members with other medical or dental coverage (for example, separate pharmacy coverage) that covers any Essential Health Benefits:

- Notify Health Plan of the out-of-pocket maximum (OOPM) that applies to the Essential Health Benefits in each of the other medical or dental coverage.
- Ensure that the sum of the OOPM in Health Plan's coverage plus the OOPMs that apply to Essential Health Benefits in all of the other medical and dental coverage does not exceed the annual limitation on cost sharing described in 45 CFR 156.130.

Reporting Membership Changes and Retroactivity

Group must report membership changes (including sending appropriate membership forms) within the time limit for retroactive changes and in accord with any applicable "rescission" provisions of the Patient Protection and Affordable Care Act and regulations. Except for Senior Advantage membership terminations discussed below, the time limit for retroactive membership changes is the calendar month when Health Plan's California Service Center receives Group's notification of the change plus the previous 2 months.

Representation regarding communication of membership changes

Group represents that its communication regarding membership changes to Health Plan is accurate. Group and its representative are bound by all membership data, including any changes or updates that it, or its representative, submits to Health Plan via any medium, electronic or otherwise, including but not limited to the following:

- Electronic data submissions regarding enrollment and eligibility
- Health Plan approved online tool for submission of data
- Paper enrollments submitted through postal mail or fax

Health Plan's Administrative Handbook includes the details about how to report membership changes. Group's Health Plan account manager can provide Group with an Administrative Handbook if Group does not have one.

Involuntary Kaiser Permanente Senior Advantage Membership Terminations

Group must give Health Plan's California Service Center 30 days' prior written notice of Senior Advantage involuntary membership terminations. An involuntary membership termination is a termination that is not in response to a disenrollment notice issued by CMS to Health Plan or received by Health Plan directly from a Member (these events are usually in response to a Member's request for disenrollment to CMS because the Member has enrolled in another Medicare health plan or wants Original Medicare coverage or has lost Medicare eligibility). The membership termination date is the first of the month following 30 days after the date when Health Plan's California Service Center receives a Senior Advantage membership termination notice unless Group specifies a later termination date. For example, if Health Plan's California Service Center receives a termination notice on March 5 for a Senior Advantage Member, the earliest termination date is May 1 and Group is required to pay applicable Premiums for the months of March and April.

Voluntary Kaiser Permanente Senior Advantage Membership Terminations

If Health Plan's California Service Center receives a disenrollment notice from CMS or a membership termination request from the Member, the membership termination date will be in accord with CMS requirements.

Representation Regarding Waiting Periods

By entering into this Agreement, Group hereby represents that Group does not impose a waiting period exceeding 90 days on employees who meet Group's eligibility requirements. For purposes of this requirement, a "waiting period" is the period that must pass before coverage for an individual who is otherwise eligible to enroll in non-Medicare coverage under the terms of a group health plan can become effective in accord with the waiting period requirements in the Patient Protection and Affordable Care Act and regulations.

In addition, Group represents that eligibility data provided by the Group to Health Plan will include coverage effective dates for Group's employees that correctly account for eligibility in compliance with the waiting period requirements in the Patient Protection and Affordable Care Act and regulations and will not exceed the waiting period established by Group. For example, if the hire date of an otherwise-eligible employee is January 19, the waiting period begins on January 19 and the effective date of coverage cannot be any later than April 19. Note: If the effective date of your Group's coverage is always on the first day of the month, in this example the effective date cannot be any later than April 1.

Right to Examine Records

Upon reasonable notice, Health Plan may examine Group's records with respect to contribution and participation requirements, eligibility, and payments under this *Agreement*.

Social Security and Tax Identification Numbers

Within 60 days after Health Plan sends Group a written request, Group will send Health Plan a list of all Members covered under this Agreement, along with the following:

- The Social Security number of the Member
- The tax identification number of the employer of the Subscriber in the Member's Family
- Any other information that Health Plan is required by law to collect

Premiums

Only Members for whom Health Plan (or its designee) has received the Full Premium payment as described below are entitled to coverage under this *Agreement*, and then only for the period for which Health Plan (or its designee) has received required Premium payment. Group is responsible for paying Premiums, except that Members who have Cal-COBRA coverage under an *EOC* that is included in this *Agreement* are responsible for paying Premiums for Cal-COBRA coverage.

Due Date and Payment of Premiums

The payment due date for each enrollment unit (or subgroup) associated with Group will be reflected on the monthly membership invoice if applicable to Group (if not applicable, then as specified in writing by Health Plan). If Group does not pay Full Premiums by the first of the coverage month, the Premiums may include an additional administrative charge upon renewal. "Full Premiums" means 100 percent of monthly Premiums for all of the coverage issued to each enrolled Member, as set forth under "Calculating Premiums" in this "Premiums" section.

New Members

Premiums are payable for the entire month for a new Member whose coverage effective date falls between the first day of the month and the fifteenth day of the month. No Premiums are due for the month for a new Member whose coverage becomes effective after the fifteenth day of that month.

Note: Membership begins at the beginning (12:00 a.m.) of the effective date of coverage.

Membership Termination

Premiums are payable for the entire month for a Member whose last day of coverage is any day during that month.

Note: The membership termination date is the first day a Member is not covered (for example, if the termination date is January 1, 2027, the last minute of coverage was at 11:59 p.m. on December 31, 2026).

Involuntary Kaiser Permanente Senior Advantage Membership Terminations

Group must give Health Plan's California Service Center 30 days' prior written notice of Senior Advantage involuntary membership terminations. An involuntary membership termination is a termination that is not in response to a disenrollment notice issued by CMS to Health Plan or received by Health Plan directly from a Member (these events are usually in response to a Member's request for disenrollment to CMS because the Member has enrolled in another Medicare health plan or wants Original Medicare coverage or has lost Medicare eligibility). The membership termination date is the first of the month following 30 days after the date when Health Plan's California Service Center receives a Senior Advantage membership termination notice unless Group specifies a later termination date. For example, if Health Plan's California Service Center receives a termination notice on March 5 for a Senior Advantage Member, the earliest termination date is May 1 and Group is required to pay applicable Premiums for the months of March and April.

Voluntary Kaiser Permanente Senior Advantage Membership Terminations

If Health Plan's California Service Center receives a disenrollment notice from CMS or a membership termination request from the Member, the membership termination date will be in accord with CMS requirements.

Premium Rebates

If state or federal law requires Health Plan to rebate premiums from this or any earlier contract year and Health Plan rebates premiums to Group, Group represents that Group will use that rebate for the benefit of Members, in a manner consistent with the requirements of the Public Health Service Act and the Affordable Care Act and if applicable with the obligations of a fiduciary under the Employee Retirement Income Security Act (ERISA).

Medicare

Medicare as primary coverage

For Members who are (or the subscriber in the family is) retired, age 65 or over, and eligible for Medicare as primary coverage, Premiums are based on the assumption that Health Plan or its designee will receive Medicare payments for Medicare-covered services provided to Members whose Medicare coverage is primary. If a Member age 65 or over is (or becomes) eligible for Medicare as primary coverage and is not for any reason enrolled through Group under a Kaiser

Permanente Senior Advantage *EOC* (including inability to enroll under that *EOC* because they do not meet the plan's eligibility requirements, the plan is not available through Group, or the plan is closed to enrollment), Group must pay the Premiums listed below for the *EOC* under which the Member is enrolled that apply to Members age 65 or over who are not enrolled through Group under one of Health Plan's Medicare plans.

If a Member age 65 or over who is eligible for Medicare as primary coverage and enrolled under a Kaiser Permanente Senior Advantage *EOC* is no longer eligible for that plan, Health Plan may transfer the Member's membership to one of Group's plans that does not require Members to have Medicare, and Group must pay the Premiums listed below for the *EOC* under which the Member is enrolled that apply to Members age 65 or over who are not enrolled through Group under one of Health Plan's Medicare plans.

Medicare as secondary coverage

Medicare is the primary coverage except when federal law requires that Group's health care coverage be primary and Medicare coverage be secondary. Members entitled to Medicare when Medicare is secondary by law are subject to the same Premiums and receive the same benefits as Members who are under age 65 and not eligible for Medicare. In addition, Members for whom Medicare is secondary who meet the Kaiser Permanente Senior Advantage eligibility requirements may also enroll in the Senior Advantage plan under this *Agreement* that is applicable when Medicare is secondary. These Members receive the benefits and coverage described in both the *EOC* for the non-Medicare plan (the plan that does not require Members to have Medicare) and the Senior Advantage *EOC* that is applicable when Medicare is secondary.

Subscriber Contributions for Medicare Part C and Part D Coverage

Medicare Part C coverage

This "Medicare Part C coverage" section applies to Group's Kaiser Permanente Senior Advantage coverage. Group's Senior Advantage Premiums include the Medicare Part C premium for coverage of items and services covered under Parts A and B of Medicare, and supplemental benefits. Group may determine how much it will require Subscribers to contribute toward the Medicare Part C premium for each Senior Advantage Member in the Subscriber's Family, subject to the following restrictions:

- If Group requires different contribution amounts for different classes of Senior Advantage Members for the Medicare Part C premium, then Group agrees to the following:
  - any such differences in classes of Members are reasonable and based on objective business criteria, such as years of service, business location, and job category
  - Group will not require different Subscriber contributions toward the Medicare Part C premium for Members within the same class
- Group will not require Subscribers to pay a contribution for Medicare Part C coverage for a Senior Advantage Member that exceeds the Medicare Part C Premium for items and services covered under Parts A and B of Medicare, and supplemental benefits. As applicable, Health Plan will pass through monthly payments received from CMS (the monthly payments described in 42 C.F.R. 422.304(a)) to reduce the amount the Member contributes toward the Medicare Part C premium

Medicare Part D coverage

This "Medicare Part D coverage" section applies only to Group's Kaiser Permanente Senior Advantage coverage that includes Medicare Part D prescription drug coverage. Group's Senior Advantage Premiums include the Medicare Part D premium. Group may determine how much it will require Subscribers to contribute toward the Medicare Part D premium for each Senior Advantage Member in the Subscriber's Family, subject to the following restrictions:

- If Group requires different contribution amounts for different classes of Senior Advantage Members for the Medicare Part D premium, then Group agrees to the following:
  - any such differences in classes of Members are reasonable and based on objective business criteria, such as years of service, business location, and job category, and are not based on eligibility for the Medicare Part D Low Income Subsidy (the subsidies described in 42 C.F.R. Section 423 Subpart P, which are offered by the Medicare program to certain low-income Medicare beneficiaries enrolled in Medicare Part D, and which reduce the Medicare beneficiaries' Medicare Part D premiums and/or Medicare Part D cost-sharing amounts)

- Group will not require different Subscriber contributions toward the Medicare Part D premium for Members within the same class

- Group will not require Subscribers to pay a contribution for prescription drug coverage for a Senior Advantage Member that exceeds the Premium for prescription drug coverage (including the Medicare Part D premium). The Group will pass through direct subsidy payments received from CMS to reduce the amount the Member contributes toward the Medicare Part D premium
- Health Plan will credit Group with any Low Income Subsidy amounts that Health Plan receives from CMS for Group's Members, and Health Plan will identify those Members for Group as required by CMS. For those Members, Group will first credit the Low Income Subsidy amount toward the Subscriber's contribution for that Member's Senior Advantage Premium for the same month, and will then apply any remaining portion of the Member's Low Income Subsidy toward the portion of the Senior Advantage Premium that Group pays on behalf of that Member for that month. If Group is unable to reduce the Subscriber's contribution before the Subscriber makes the contribution, Group shall, consistent with CMS guidance, refund the Low Income Subsidy amount to the Subscriber (up to the amount of the Subscriber Premium contribution for the Member for that month) within 45 days after the date Health Plan receives the Low Income Subsidy amount from CMS. Health Plan reserves the right to periodically require Group to certify that Group is either reducing Subscribers' monthly Premium contributions or refunding the Low Income Subsidy amounts to Subscribers in accord with CMS guidance
- For any Members who are eligible for the Low Income Subsidy, if the amount of that Low Income Subsidy is less than the Member's contribution for the Medicare Part D premium, then Group should inform the Member of the financial consequences of the Member's enrolling in the Member's current coverage, as compared to enrolling in another Medicare Part D plan with a monthly premium equal to or less than the Low Income Subsidy amount

Late Enrollment Penalty

If any Members are subject to the Medicare Part D late enrollment penalty, Premiums for those Members will increase to include the amount of the penalty.

Calculating Premiums

To calculate the amount of Full Premiums that apply to a Family (a Subscriber and all of their Dependents):

1. If this *Agreement* includes more than one contract option, determine the coverage (*EOCs* and contract options) that apply to each Member in the Family (for example, Traditional Plan and any Ancillary Coverage).
2. Determine the family role type and Medicare status of each Member (for family role types, please see the "Definitions" section of the *EOC* for the definition of Subscriber, Dependent, and Spouse).
3. Identify the Premiums for each Member for each *EOC* and contract option (including contract options issued through a separate contract) based on the family role type and Medicare status of each Member:
   - Premiums for coverage issued under this *Agreement* appear in the Premium tables below.
   - If this *Agreement* includes a POS Plan contract option (a contract option with one tier underwritten by Health Plan and two tiers underwritten by Kaiser Permanente Insurance Company), the amounts shown below for the POS Plan (for Large Groups) product includes premiums for the Health Plan and Kaiser Permanente Insurance Company portions of Group's POS Plan coverage, and Group submits payment for this coverage as part of Full Premium.
   - If Ancillary Coverage has been issued under a separate contract and Premiums for that coverage are not listed in the Premium tables below, refer to that contract for Premiums. This Ancillary Coverage is part of the contract options selected by Group, and Group submits payment for this Ancillary Coverage as part of Full Premium.
4. Add the amounts of Premiums for each Member together to arrive at the total, Full Premiums required for the Family.

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — *EOC # 1*

DHMO XD NCR ACTIVE COMPOSITE

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Note: Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — *EOC # 2*

SR ADV GRP HMO NCR ACTIVE COMPOSITE

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	$323.52	$633.52
1st Dependent	$323.52	$633.52
2nd Dependent	$323.52	$633.52
Each additional Dependent	$323.52	$633.52

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — *EOC # 3*

NCR WORK AGED ASSIGN ACTIVE COMPOSITE

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	$1,432.08

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — *EOC # 4*

DHMO XD NCR EARLY RETIREES COMPOSITE

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	$2,040.67
Each additional Dependent	$0.00

Note: Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — *EOC # 5*

SR ADV GRP HMO NCR EARLY RETIREES COMPOSITE

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	$323.52	$633.52
1st Dependent	$323.52	$633.52
2nd Dependent	$323.52	$633.52
Each additional Dependent	$323.52	$633.52

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — *EOC # 6*

NCR WORK AGED ASSIGN EARLY RETIREES COMPOSITE

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	$2,040.67

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — *EOC # 7*

DHMO XD NCR COBRA

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	$1,432.08
Each additional Dependent	$0.00

Note: Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — *EOC # 8*

SR ADV GRP HMO NCR COBRA

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	$323.52	$633.52
1st Dependent	$323.52	$633.52
2nd Dependent	$323.52	$633.52
Each additional Dependent	$323.52	$633.52

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — *EOC # 9*

NCR WORK AGED ASSIGN COBRA

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	$1,432.08

Monthly Premiums for Kaiser Permanente Deductible HMO Plan — *EOC # 10*

DHMO XD NCR RETIREES 3 TIER

Members under age 65 who are not eligible for Medicare

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members under age 65 who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,029.16

Family role type	Premiums
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members under age 65 who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members under age 65 when Medicare is secondary

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members age 65 and over whose Medicare eligibility is unknown

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Part A only

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Part B only

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members age 65 and over who are eligible for or have Medicare Parts A&B

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members age 65 and over who are enrolled in another carrier's Medicare Risk product

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Members age 65 and over when Medicare is secondary

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83
Each additional Dependent	$0.00

Note: Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D — *EOC # 11*

SR ADV GRP HMO NCR RETIREES 3 TIER

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	$323.52	$633.52
1st Dependent	$323.52	$633.52
2nd Dependent	$323.52	$633.52
Each additional Dependent	$323.52	$633.52

Monthly Premiums for Kaiser Permanente Senior Advantage (HMO) with Part D when Medicare is secondary coverage — *EOC # 12*

NCR WORK AGED ASSIGN RETIREES 3 TIER

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	$1,029.16
1st Dependent	$1,029.16
2nd Dependent	$946.83

Agreement Signature Page

Acceptance of *Agreement*

Group acknowledges acceptance of this *Agreement* by signing the Signature Page and returning it to Health Plan. If Group does not return it to Health Plan, Group will be deemed as having accepted this *Agreement* if Group pays Health Plan any amount toward Premiums.

Group may not change this *Agreement* by adding or deleting words, and any such addition or deletion is void. Health Plan might not respond to any changes or comments submitted on or with this Signature Page. Group may not construe Health Plan's lack of response to any submitted changes or comments to imply acceptance. If Group wishes to change anything in this *Agreement*, Group must contact its Health Plan account manager. Health Plan will issue a new *Agreement* or amendment if Health Plan and Group agree on any changes.

Binding Arbitration

As more fully set forth in the arbitration provision in the applicable *Evidence of Coverage*, disputes between Members, their heirs, relatives, or associated parties (on the one hand) and Health Plan, Kaiser Permanente health care providers, or other associated parties (on the other hand) for alleged violation of any duty arising out of or related to this *Agreement*, including any claim for medical or hospital malpractice (a claim that medical services or items were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the coverage for, or delivery of, services or items pursuant to this *Agreement*, irrespective of legal theory, must be decided by binding arbitration and not by lawsuit or resort to court process, except as applicable law provides for judicial review of arbitration proceedings. Members enrolled under this *Agreement* thus give up their right to a court or jury trial, and instead accept the use of binding arbitration as specified in the applicable *Evidence of Coverage* except that the following types of claims are not subject to binding arbitration:

- Claims within the jurisdiction of the Small Claims Court
- Claims subject to a Medicare appeals procedure as applicable to Kaiser Permanente Senior Advantage Members
- Claims that cannot be subject to binding arbitration under governing law

Signatures

Kaiser Foundation Health Plan, Inc., Northern California Region

Thomas A. Curtin Jr.
Authorized officer
Senior Vice President, Commercial Group Business
October 3, 2025

FRESNO UNIFIED SCHOOL DISTRICT

Authorized Group officer signature

Patrick Jensen, Chief Financial Officer
Print name and title

Date

Please keep this copy of the signature page with your *Agreement*. An extra copy is included in your contract package to sign and return:

- **By mail:** Kaiser Permanente, California Service Center, P.O. Box 23448, San Diego, CA 92193-3448.
- **By fax:** 1-855-355-5334

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Dec 5, 2025
Date

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Renewal Agreement with SimpleMSK

ITEM DESCRIPTION: Included in the Board material is a renewal agreement with SimpleMSK (formerly known as PhysMetrics) to administer chiropractic, acupuncture and virtual musculoskeletal health services for benefit-eligible employees and retirees.

Chiropractic services were first implemented beginning in February 2009. Acupuncture services were added to the program in May 2014. Virtual musculoskeletal health services were added to the program in January 2025. The chiropractic benefit plan covers both Aetna PPO and Kaiser members. As Kaiser members receive an acupuncture benefit through their medical plan, the SimpleMSK acupuncture plan covers only Aetna PPO members. The virtual musculoskeletal plan covers Aetna PPO plan members only.

SimpleMSK provides a network of contracted providers, negotiates discounts with providers, reports utilization data, and provides cost containment services to the plan to verify medical necessity. SimpleMSK also provides a virtual musculoskeletal digital platform and ongoing support for those conditions.

The renewal agreement provides services effective January 01, 2026, through December 31, 2026, for chiropractic and acupuncture plans and through December 31, 2027, for the virtual musculoskeletal program. The cost of services during this renewal period will remain unchanged from the current pricing for the renewal period. The administrative fee for chiropractic services is $0.95 per covered employee per month, and for acupuncture services, it is $0.29 per covered employee per month. The virtual musculoskeletal program fee is $1.83 per eligible employee. The annual cost for the administrative services of the chiropractic, acupuncture and virtual musculoskeletal plan benefits for all enrolled members is approximately $320,000.

These services align with the Joint Health Management Board's (JHMB) established goals and responsibilities for providing high-quality health care to active employees and retirees.

FINANCIAL SUMMARY: Sufficient funds in the amount of $320,000 are available in the Internal Health Service Fund budget.

PREPARED BY: Steven Shubin

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen 

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

Contract Routing Form

Re: Completed Amendment to Contract Attached

Contract Number: 320453

Federal Funding Will Not Be Used

Physmetrics, Llc	***1080 W Shaw Ave Ste 105 , Fresno, Ca, 93711***
Vendor Name	***Address***
559-681-2020	**Jeremy Oswald**
Phone Number	***Vendor Contact***
Term (Duration) From: 1/1/2026	**Through: 12/31/2026**
FUSD Contract Administrator: Steven.Shubin@fresnounified.org	**Benefits & Risk Management**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **670 0841 0880 5852 0000 6000**

Original Contract: $320,000.00
Amended Contract: $320,000.00

Estimated

Scope of Work Summary: *Renewal* Agreement *W/ Simplemsk, Formerly Known As Physmetrics, To Administer Chiropractic, Acupuncture & Simplemsk Virtual Musculoskeletal Health Services For Benefit-Eligible Employees And Retirees.*

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:** Steven Shubin

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

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

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

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

Routing:BOE Board Date(if applicable): 12/17/2025

Procurement Detail *Benefits |*

Independent Contractor Services Agreement

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

GENERAL INFORMATION Contract Number: *320453* Funding: *Federal Funding Will Not Be Used*

School/Department Budget:	**670 0841 0880 5852 0000 6000**
Contractor's Vendor Name:	***Physmetrics, Llc***
Contractor's Contact Person:	**Jeremy Oswald**
Contractor's Title:	***President***
Contractor's Telephone Number:	**559-681-2020**
Contractor's E-mail:	***Jeremy@Simpletherapy.Com***
Contractor's Address:	***1080 W Shaw Ave Ste 105 , Fresno, Ca, 93711***
Original Contract Amount:	**$320,000.00** Original Contract Board Approval:
This Amendment Contract Amount:	**$320,000.00**

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

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*

Contract: 788639 PhysMetrics, LLC

FUSD Contract Administrator:
Steven.Shubin@fresnounified.org

Attachments

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

SIXTH AMENDMENT TO MANAGEMENT SERVICES AGREEMENT

(PHYSMETRICS, LLC – FRESNO UNIFIED SCHOOL DISTRICT)

THIS SIXTH AMENDMENT TO MANAGEMENT SERVICES AGREEMENT, as amended, is to be effective as of January 1, 2026 (the "Effective Date"), by and between PHYSMETRICS, LLC, a California limited liability company, dba PhysMetrics Administrators ("PHYSMETRICS"), and FRESNO UNIFIED SCHOOL DISTRICT (the "Group"). PHYSMETRICS and Group are sometimes collectively referred to herein as the "Parties" or singularly by their individual names or as a "Party."

BACKGROUND

A. The Parties entered into that certain Management Services Agreement, dated effective as of January 1, 2021 (the "Management Services Agreement").

B. This Management Services Agreement was amended effective January 1, 2022 to extend the Management Services Agreement to December 31, 2022. The Management Services Agreement was again amended effective January 1, 2023 to extend the Management Services Agreement to December 31, 2023. The Agreement was again amended effective January 1, 2024 to extend the Management Services Agreement to December 31, 2024. The Management Services Agreement was again amended effective January 1, 2025 to extend the Management Services Agreement to December 31, 2025. Also, effective January 1, 2025, the Parties added SimpleMSK services under this Management Services Agreement. SimpleMSK, a set of virtual musculoskeletal health services introduced by SIMPLETHERAPY, the parent company of PhysMetrics, LLC, provided additional health benefit management services to the Group's eligible enrollees. The service was available for a term of 12 months starting January 1, 2025. Beginning January 1, 2025, all references to the PhysMetrics, LLC in the Management Services Agreement, as amended, was read to mean SimpleTherapy, Inc.

C. The Parties now desire to amend Section 5.2 of the Management Services Agreement to extend the current rates and provisions effective January 1, 2026, in accordance with Section 5.3 of the Management Agreement to read as follows:.

> Fresno Unified School District, through Delta Health Systems, will pay to PhysMetrics a premium for each eligible enrollee as follows:
>
> Chiropractic Services for employees enrolled in PPO medical plans A and B, as well as Kaiser HMO - Management –Utilization Management, Authorization/Precertification, Provider Panel, Claims Processing/Repricing: $0.95 Per Employee Per Month (PEPM).
>
> Acupuncture Services for employees enrolled in PPO medical plans A and B – Management – Utilization Management, Authorization/Precertification, Provider Panel, Claims Processing/Repricing: $0.29 Per Employee Per Month (PEPM).
>
> SimpleMSK's virtual musculoskeletal health services for members enrolled in the PPO medical plans A and B: $1.83 Per Employee Per Month (PEPM).

Provided that PHYSMETRICS continues to provide Management Services for both the chiropractic and acupuncture benefits of Group, those management fee premiums shall remain in effect through December 31, 2026, commencing on the Effective Date.

Provided that PHYSMETRICS continues to provide Management Services for SimpleMSK's virtual musculoskeletal health services, those management fee premiums shall remain in effect through December 31, 2027, commencing on the Effective Date. This rate guarantee applies exclusively to SimpleMSK's Virtual musculoskeletal health Services and includes all associated dependents as specified in the Management Services Agreement.

All other provisions of the Management Services Agreement shall remain effective, as amended.

"PHYSMETRICS"

PHYSMETRICS, LLC,
a California limited liability company

By: Jeremy Oswald

Its: _____

Signature: Jeremy Oswald (Nov 18, 2025 08:34:04 HST)

Email: jeremy.oswald@simpletherapy.com

"Group"

FRESNO UNIFIED SCHOOL DISTRICT

By: _____

Its: Patrick Jensen, Chief Financial Officer

_____
Date

Approved As To Form:

_____
Stacey Sandoval, Executive Director Risk Management

Dec 3, 2025

_____
Date

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

Physmetrics, LLC **Vendor Name**	PO Box 25220 Fresno, CA 93729 ***Address***
Phone Number	Jeremy Oswald ***Vendor Contact***
From: 01/01/2021 **Term (Duration)**	**Through:** 12/31/2021

FUSD Contract Administrator:

Andrew DeLaTorre	Benefits & Risk Management	457-3562
Name	*Site/ Dept*	*Telephone number*

Budget (*Fund-Unit-Dept.-Activity-Object)* 670-0841-0880-0000-6000-5852

Annual Cost $814,000 (Contract will not be authorized to exceed this amount w/o BOE approval)

Fingerprint Requirements: *All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.* ***Yes*** ☐ ***No*** ☒

Scope of Work Summary:

Physmetrics to administer chiropractic and acupuncture services on behalf of benefit eligible employees and retirees.

Date Item is to appear on **Board of Education Agenda:** 12/16/2020 ***Agenda Item #*** ***(Contracts of $15,000.00 or more)***

Reviewed & approved by **Cabinet Level Officer:** 11/20/2020
Signed *Date*

Reviewed & approved by **Executive Director, Risk Management:** 11/19/2020
Signed *Date*

Please return signed contract to:

Mai Moua	Benefits & Risk Management	457-3562
Name	*Department*	

HEALTH BENEFIT ADMINISTRATION AND MANAGEMENT SERVICES AGREEMENT

(PHYSMETRICS, LLC – FRESNO UNIFIED SCHOOL DISTRICT)

THIS HEALTH BENEFIT ADMINISTRATION AND MANAGEMENT SERVICES AGREEMENT (the "Agreement"), is entered into to be effective as of January 1, 2021 (the "Effective Date"), by and between PHYSMETRICS, LLC, a California limited liability company, dba ChiroMetrics Administrators ("PHYSMETRICS"), and FRESNO UNIFIED SCHOOL DISTRICT ("GROUP").

RECITALS

A. PHYSMETRICS is a limited liability company engaged in the business of managing the benefits for payors/employers and facilitating the provision of certain health benefits to Members, such as chiropractic, acupuncture, physical therapy, occupational therapy, and speech language pathology services.

B. GROUP desires to obtain the health benefit administration and management services as herein specified in Section 1.24 below for and on behalf of its Members as defined herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE I

DEFINITIONS

The following terms, when used in this Agreement or any amendments hereof are defined as follows:

1.1 **Acupuncture Services**. The term "Acupuncture Services" shall mean the treatment for relief or prevention of pain and various other disorders or health conditions through the stimulation of anatomical points on the body using a variety of techniques, including, but not limited to, the penetration of the skin with thin, solid, metallic needles that are manipulated by hand or by electrical stimulation.

1.2 **Acupuncture Emergency**. The term "Acupuncture Emergency" shall mean a disorder or health condition resulting in sufficient severity of pain such that immediate acupuncture intervention would benefit the Enrollee by increasing mobility, decreasing pain, and decreasing the need and use of narcotic analgesics.

1.3 **Acupuncture Emergency Services**. The term "Acupuncture Emergency Services" shall mean the process of responding to a request in order to determine whether or not an Acupuncture Emergency or urgent situation exists.

1.4 **Administrator.** The term "Administrator" shall mean the benefits administrator engaged by GROUP from time to time.

1.5 **Benefits.** The term "Benefits" shall mean those Services an eligible Member is entitled to receive hereunder, as identified in the Plan attached as **Schedule 3.1**, attached hereto and incorporated herein by this reference.

1.6 **Benefit Period**. The term "Benefit Period" shall mean that time period identified by GROUP during which the eligible Member is entitled to receive the Benefits, as generally provided in the Plan.

1.7 **Chiropractic Emergency**. The term "Chiropractic Emergency" shall mean a health condition resulting in sufficient severity of pain such that immediate chiropractic intervention would benefit the Enrollee by increasing mobility, decreasing pain, and decreasing the need and use of narcotic analgesics.

1.8 **Chiropractic Emergency Services**. The term "Chiropractic Emergency Services" shall mean the process of responding to a request in order to determine whether or not a Chiropractic Emergency or urgent situation exists.

1.9 **Chiropractic Services**. The term "Chiropractic Services" shall mean the diagnosis, treatment and prevention of disorders of the musculoskeletal system and the manual treatment performed to influence joint and neurophysical function, including premanipulation patient assessment.

1.10 **Copayment**. The term "Copayment" shall mean the amount, if any, specified herein, which represents the Member's portion of the cost of covered care.

1.11 **Dependents**. The term "Dependents" shall have the meaning defined under the eligibility requirements as determined by GROUP.

1.12 **Eligibility List.** The term "Eligibility List" shall mean the list of Employees and Dependents eligible to receive benefits under this Agreement.

1.13 **Employee**. The term "Employee" shall mean an eligible employee of an organization that participates in GROUP, as defined under the eligibility requirements as determined by GROUP.

1.14 **Member**. The term "Member" shall mean an eligible employee and any eligible dependents, as defined under the eligibility requirements as determined by GROUP.

1.15 **Management Services**. The term "Management Services" shall include health benefit administration, provider panel development, provider credentialing and maintenance, claims processing and payment, data collection and reporting, web-based services and utilization management.

1.16 **Non-Participating Provider**. The term "Non-Participating Provider" shall mean any chiropractor, acupuncturist, occupational therapist, occupational therapist assistant, occupational therapist aide, physical therapist, physical therapist assistant, physical therapist aide, speech language pathologist, speech language pathologist assistant, or speech language pathologist aide licensed by the appropriate licensing board(s) to provide services who are not under contract with PHYSMETRICS.

1.17 **Occupational Therapy Services**. The term "Occupational Therapy Services" shall mean the services of an occupational therapist or the services of an occupational therapy assistant under the appropriate supervision of an occupational therapist to provide purposeful and meaningful goal-directed activities (occupations) to engage an individual's body and mind in meaningful, organized, and self-directed actions that maximize independence, prevent or minimize disability and maintain health.

1.18 **Occupational Therapy Emergency**. The term "Occupational Therapy Emergency" shall mean a disorder or health condition resulting in sufficient severity of pain such that immediate occupational therapy intervention would benefit the Enrollee.

1.19 **Participating Provider**. The term "Participating Provider" shall mean any chiropractor, acupuncturist, occupational therapist, occupational therapist assistant, occupational therapist aide, physical therapist, physical therapist assistant, physical therapist aide, speech language pathologist, speech language pathologist assistant, or speech language pathologist aide licensed by the appropriate licensing board(s) to provide services who is under contract with PHYSMETRICS.

1.20 **Physical Therapy Services**. The term "Physical Therapy Services" shall mean the services of a physical therapist or the services of a physical therapy assistant or physical therapy aide under the appropriate supervision of a physical therapist to provide for the evaluation of a patient's physical status, establishment of a plan of care and goals, and the administration of treatments to promote optimal health and the relieving of pain, improvement of body movement and function, maintenance of cardiopulmonary function, and the limitation of disabilities resulting from injury or disease.

1.21 **Physical Therapy Emergency**. The term "Physical Therapy Emergency" shall mean a disorder or health condition resulting in sufficient severity of pain such that immediate physical therapy intervention would benefit the Enrollee.

1.22 **Plan(s)**. The term "Plan(s)" shall mean those certain health and welfare plans identified on **Schedule 3.1**, attached hereto and incorporated herein by this reference, as may be amended from time to time by the mutual agreement of the parties. The information on the attached schedule shall include the effective date for any such Plan(s).

1.23 **Prevailing Rate**. The term "Prevailing Rate" shall mean the usual fee which Participating Providers are paid through the Plan by PHYSMETRICS for the Chiropractic Services, Acupuncture Services, Occupational Therapy Services, Physical Therapy Services, and/or Speech Language Pathology Services; provided that, the parties agree and acknowledge that PHYSMETRICS may, from time to time, be required to negotiate different rates and/or different fee schedules with providers to ensure continuity of care and provider availability. Any such negotiated rates shall be considered the Prevailing Rate for those specific Participating Providers.

1.24 **Services**. The term "Services" shall mean those certain services described in **Schedule 3.2** which is attached hereto and incorporated herein by reference.

1.17 **Speech Language Pathology Services**. The term "Speech Language Pathology Services" shall mean the services of a speech language pathologist or the services of a speech language pathologist assistant or speech language pathologist aide under the appropriate supervision of a speech language pathologist.

1.18 **Speech Language Pathology Emergency**. The term "Speech Language Pathology Emergency" shall mean a disorder or health condition resulting in sufficient severity of pain such that immediate speech language pathology intervention would benefit the Enrollee.

ARTICLE II

FEES

2.1 **Claims Adjudication**. PHYSMETRICS shall invoice Administrator for Benefits provided to any Member at prevailing rates less Member copays. Invoices for Benefits shall be sent to Administrator not less than twice per month and GROUP, through Administrator, shall pay to PHYSMETRICS, within ten (10) business days of receipt of such invoice, such invoiced amounts. PHYSMETRICS shall in turn pay the provider of any such Benefit no later than five (5) business days from receipt of payment from Administrator. Administrator will pay invoices as presented by PHYSMETRICS and has no responsibility to review claims for eligibility or plan benefits.

2.2 **Management Service Fee**. GROUP shall pay to PHYSMETRICS, on a monthly basis, the amounts identified on **Schedule 2.2**, attached hereto and incorporated herein by this reference (the "Management Service Fee"). Payment of the Management Service Fee shall be as set forth on **Schedule 2.2**.

2.3 **No Insurance.** GROUP hereby agrees and acknowledges that this Agreement provides solely and exclusively for Services to be performed at Provider facilities under contract with PHYSMETRICS. This Agreement provides for services only, is not an insurance policy and does not indemnify nor reimburse any Member or GROUP.

ARTICLE III

PRINCIPAL BENEFITS, EXCLUSIONS LIMITATIONS AND ADMINISTRATIVE POLICIES

3.1 **Incorporation of Plan**. The parties hereby agree and acknowledge that PHYSMETRICS shall arrange for the Services to Members under the Plan attached hereto as **Schedule 3.1** and incorporated herein by this reference, except as otherwise limited in this Agreement or the Plan. The parties agree and acknowledge that **Schedule 3.1** is an essential part of this Agreement. GROUP shall notify PHYSMETRICS, in writing, if there is any change in the Plan or the Plan's benefits related to Services, including, but not limited to, termination of the Plan, within thirty (30) days prior to the change becoming effective. PHYSMETRICS can decide whether or not to continue to provide Services as a result of those changes. PHYSMETRICS will have the option of giving GROUP thirty (30) days written notice of termination of this Agreement following its receipt of any notice of change under this Section.

ARTICLE IV

ELIGIBILITY

4.1 **Eligibility List**. GROUP or Administrator shall send an Eligibility List to PHYSMETRICS by the last Wednesday of each month, specifying the names and other identifying data for each Employee and/or Dependent to be covered for the succeeding month. The list shall specifically identify the following information:

4.1.1 Employees and/or Dependents who are newly eligible to receive Services.

4.1.2 Employees and/or Dependents who are no longer eligible to receive Services.

4.1.3 The Employee's and/or Dependent's identification number(s).

4.1.4 Other information deemed necessary as agreed upon by PHYSMETRICS and GROUP.

4.2 **Eligibility Determination**. The determination of who is eligible to participate and who is actually participating in the Plan shall be determined by GROUP, and PHYSMETRICS shall have the right to rely upon that determination. Any disputes or inquiries regarding eligibility, including rights regarding renewal, reinstatement and the like, if any, shall be referred by PHYSMETRICS to GROUP, which shall then advise PHYSMETRICS of its determination.

4.3 **Termination of Member**. Should an Employee be terminated as a Member, the Employee and any eligible Dependent shall continue to be eligible to receive Services, and PHYSMETRICS shall be entitled to the fees set forth herein until such time that

PHYSMETRICS is notified in writing of the Employee's termination, as reflected in Employee's removal from the eligibility listing specified above.

ARTICLE V

COMMENCEMENT AND DURATION OF THIS AGREEMENT TERMINATION – RENEWAL - CANCELLATION

5.1 **Commencement of Coverage**. Coverage for the Services shall commence on the Effective Date for all Members enrolled in the Plan on such date. Coverage for new Members shall commence based on the criteria established in the Plan.

5.2 **Term**. This Agreement shall commence on the Effective Date and shall continue thereafter until December 31, 2021, unless earlier terminated as herein provided (the "Initial Term"). This Agreement shall only continue after the Initial Term upon the mutual, written, consent of the Parties. PHYSMETRICS shall present the proposed renewal at least nine months prior the Initial Term or any subsequent term.

5.3 **Amendment and Modification**. The parties may, by mutual consent modify or alter this Agreement; provided, however, that said modifications, amendments, alterations or renewals shall be in writing, duly executed by both parties hereto, and attached to this Agreement. In the event of a Substantial Change, the parties agree to negotiate in good faith an adjustment to the affected provisions of the Agreement, including, but not limited to, the amount of any fees. For purposes of this Agreement, the term "Substantial Change" shall mean: (i) Plan changes, if PHYSMETRICS' implementation of the changes increases PHYSMETRICS' expenses; (ii) changes in the laws, regulations or accreditation standards applicable to GROUP, the Plan, or PHYSMETRICS, or changes in the interpretation of those laws, regulations and standards, if such changes increase the expenses to PHYSMETRICS; (iii) any additional services that may be requested by GROUP that will increase expenses to PHYSMETRICS.

5.4 **Termination**. This Agreement will terminate when:

5.4.1 Both parties agree to terminate the Agreement;

5.4.2 Either party notifies the other party at least ninety (90) days in advance that it is terminating the Agreement, without cause, in which case the Agreement will terminate as of the date specified in the notice;

5.4.3 PHYSMETRICS gives GROUP notice of termination because GROUP did not pay the fees or other amounts owed to PHYSMETRICS under this Agreement;

5.4.4 Either party is in material breach of this Agreement, other than the non-payment or late payment by GROUP, and does not correct the breach within thirty (30) days after being notified in writing by the other party;

5.4.5 Any state or other jurisdiction penalizes PHYSMETRICS or determined that PHYSMETRICS' performance under this Agreement is not in compliance with applicable law and regulation; or

5.4.6 As elsewhere specified in this Agreement.

5.5 **Effect of Termination**. In the event of termination of this Agreement, each Participating Provider has agreed to complete all immediate short-term procedures which have been started prior to the date of termination, pursuant to the terms of this Agreement. Any cancellation of this Agreement shall be in writing and GROUP shall, upon receipt of such a cancellation notice, promptly mail to each Employee notice of the termination of this Agreement.

There shall be no additional fee to process claims incurred but not reported prior to the termination of this Agreement (Run-Out Claims). Any such Run-Out Claim fees or related costs are expressly included in the fees set forth in Schedule 2.22 of this Agreement. Run-Out Period shall not exceed more than one-year from the termination date.

Transfer of Data. Following termination of the Agreement PHYSMETRICS shall transfer all the GROUP and participant data necessary to administer the chiropractic and acupuncture plans to the successor chiropractic and acupuncture plans. Such data shall be transferred to the successor chiropractic and acupuncture plan(s) 60 days prior to the effective date of termination and again 30 days after the effective date of termination. If the data transfer described in this paragraph is not completed by the deadline PHYSMETRICS shall pay a late fee of $500 per day each day until the data is provided.

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 Sections 7.5, 8.1, 8.2, 8.3, and 8.8; and (b) all undisputed fees due and payable hereunder through the termination.

5.6 **Continuity of Care**.

5.6.1 **Provider Termination**. Should the Member, Provider or PHYSMETRICS terminate its contract; PHYSMETRICS will provide Members continuity of care for short-term services.

5.6.2 **New Members**. PHYSMETRICS will provide any new Member involved in a current episode of services that began prior to the Effective Date, to continue with short-term services with that provider, up to the limits of the number of short-term sessions to be provided by PHYSMETRICS under the new Member contract. PHYSMETRICS will not attempt to offer continuity of care beyond the scope of services under this Agreement.

ARTICLE VI

ADMINISTRATION

6.1 **Management Services**. In consideration of the Management Service Fee, PHYSMETRICS shall provide panel development, credentialing and maintenance and utilization management services for or on behalf of GROUP. As needed, PHYSMETRICS shall contract with additional Providers to ensure the effective and efficient provision of the Services. PHYSMETRICS shall provide utilization management services, which shall include oversight of Provider visits, review of claims for appropriateness of care and review of records for appropriateness of care.

6.2 **Accessing Services**. A copy of PHYSMETRICS network of Providers shall be included at http://www.fusdchiro.com. Should a Member choose to see a Provider that is not a participant in the PHYSMETRICS Provider network, the Member shall be eligible to receive its out-of network benefits, as provided in the Plans.

6.3 **Complaints/Investigation**. PHYSMETRICS agrees to duly investigate and will resolve any and all complaints received from Members with regard to the nature of Services rendered hereunder. Any inquiries or complaints shall be made to PHYSMETRICS by writing or calling PHYSMETRICS at the address and telephone number indicated herein.

6.4 **Exchange of Data.** PHYSMETRICS shall provide utilization data upon request of GROUP to GROUP or another third party designated by GROUP. Any such information shall be provided in a standard HIPAA acceptable format for purposes of overall review of GROUP's healthcare costs. Upon submission of data, PHYSMETRICS assumes no further responsibility for accuracy of reported data. PHYSMETRICS will also prepare specialized reports at the request of the GROUP, at no additional charge to GROUP. PHYSMETRICS will prepare and provide GROUP with its standard statistical summary of program activities, at no additional charge. Upon the request of GROUP, and for an agreed upon additional fee, PHYSMETRICS, will also provide, within a time period mutually agreed upon between the parties, ad-hoc or non-standard specialized reporting of data regarding the services outlined in this Agreement.

6.5 **Customer Service**. PHYSMETRICS shall make available to Members a toll-free telephone number staffed Monday through Friday, 8:30 a.m. to 5:00 p.m. (PST), excluding holidays or periods of unavailability due to business or emergent circumstances, to respond to other customer service complaints or inquiries.

ARTICLE VII

QUALITY CONTROL AND PROVIDER-PATIENT RELATIONSHIP

7.1 **Arrangement of Services**. PHYSMETRICS is responsible for and agrees to arrange for the provision of Services. Such Services shall be provided in accordance with the prevailing professional

standards in the industry. PHYSMETRICS shall ensure that all Participating Providers maintain professional liability insurance in the amount of One Million and No/100 Dollars ($1,000,000.00) per occurrence, and Three Million and No/100 Dollars ($3,000,000.00) annual aggregate. PHYSMETRICS' . shall also be responsible for carrying an errors and omissions insurance coverage in the amount of One Million and No/100 Dollars ($1,000,000.00) per occurrence, and One Million and No/100 Dollars ($1,000,000.00) annual aggregate, for the management services performed under this Agreement.

7.2 **Provider-Patient Relationship.** It is expressly understood that the relationship between the Member and Providers shall be subject to the rules, limitations, and privileges incident to the provider-patient relationship. PHYSMETRICS shall be solely responsible, without interference from GROUP or any of its agents, to the Member for arranging the Services.

7.3 **Control and Supervision**. It is understood by GROUP that the operation and maintenance of the participating offices, facilities, and equipment and the rendition of all services shall be solely and exclusively under the control and supervision of the PHYSMETRICS Providers, including all authority and control over the selection of staff, supervision of personnel, and operation of the professional practice, and/or the rendition of any particular professional service or treatment.

7.4 **Professional Standards**. PHYSMETRICS shall undertake to see that the Services provided to Members by Providers, shall be performed in accordance with professional standards.

7.5 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. PHYSMETRICS 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, 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 PHYSMETRICS becomes aware of any disclosure or use not in compliance with this Agreement, PHYSMETRICS shall notify the GROUP in writing within three (3) business days. PHYSMETRICS 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 7.5 b. Upon the request of the GROUP PHYSMETRICS shall provide a written acknowledgement from each of its Representatives that said Representative is bound by

the terms of this Paragraph 7.5 b.

c. PHYSMETRICS' 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 PHYSMETRICS or a third party; (b) is independently developed by PHYSMETRICS without the aid, application or use of Confidential Information; or (c) was received by PHYSMETRICS on a non-confidential basis prior to receipt from the GROUP 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 PHYSMETRICS, is otherwise required by law, provided that in either circumstance:

i. PHYSMETRICS shall furnish GROUP with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. PHYSMETRICS shall give GROUP reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and

iii. PHYSMETRICS 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 GROUP to PHYSMETRICS is and shall forever remain the sole and exclusive property of the GROUP. By granting access to Confidential Information, the GROUP does not grant any express or implied right to PHYSMETRICS to use, publish or disclose any Confidential Information. After its review of the Confidential Information PHYSMETRICS will return to the GROUP all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the GROUP'S permission destroy the Confidential Information and certify in writing that it has been destroyed.

f. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the GROUP and that, to protect against such harm, the GROUP 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 GROUP'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.

ARTICLE VIII

GENERAL PROVISIONS

8.1 **Binding Arbitration.** After an initial thirty (30) day period in which the parties agree to meet and confer, in good faith, in an attempt to resolve any dispute, any continuing dispute or controversy arising between GROUP and PHYSMETRICS, involving this Agreement, any of its terms and conditions, its breach or non-performance, including allegations of malpractice, the dispute, grievance or controversy shall be settled by arbitration pursuant to the rules and regulations then in force and effect of the American Arbitration Association under its Commercial Arbitration Rules then in effect. Any award under such arbitration, including any award for damages, may be entered in any court having jurisdiction thereof..

8.2 **Attorney's Fees.** The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

8.3 **General Indemnity of GROUP**. PHYSMETRICS agrees to indemnify, defend and hold harmless GROUP and its agents, employees, Board of Trustees, member of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board from and against any and all claims, damages, losses, and expenses (including, but not limited to attorney's fees, accounting fees, and costs including fees of consultants to the extent permitted by law) alleged or incurred arising out of or resulting from: performance of the contract (including, but not limited to) the PHYSMETRICS' use of the site; the PHYSMETRICS' completion of the duties under the contract; injury to or death of persons or damage to property or delay or damage to the GROUP, its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board for any act, omission, negligence, or misconduct of the PHYSMETRICS or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. Notwithstanding anything else contained herein in no event shall PHYSMETRICS be liable for claims based upon or resulting from the actions or inactions of Providers, including, without limitation, claims based upon Provider negligence, errors or malpractice.

8.4 **Notice**. Whenever it shall become necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be served by certified mail, return receipt requested, addressed as follows:

///

///

PHYSMETRICS: PHYSMETRICS, LLC
PO Box 25220
Fresno, California 93729-5220
Attention: President

GROUP: FRESNO UNIFIED SCHOOL DISTRICT

Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

cc: Andrew De La Torre
Benefits & Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

8.5 **Waiver**. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by PHYSMETRICS or GROUP.

8.6 **Partial Invalidity.** Should any portion of this Agreement be held unenforceable or inoperative for any reason, such invalidity shall not affect any other portion of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.

8.7 **Gender**. Words used in the masculine shall apply to the feminine where applicable, and vice versa. Any personal pronoun shall include any gender or number according to the context.

8.8 **Law Governing Agreement**. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any state action arising out of this Agreement shall be in Fresno County, California, and venue for any Federal action arising out of this Agreement shall be in the United States Federal Court for the Eastern District of California.

8.9 **Assignment**. This Agreement is non-assignable by either party without the prior written consent of the other party; which shall not be unreasonably withheld.

8.10 **Non-Discrimination**. PHYSMETRICS agrees not to differentiate or discriminate in the arrangement of Services to Members due to race, color, national origin, ancestry, sex, marital status, disability, sexual orientation, age or due to a patient's status as a member of any other legally protected class.

8.11 **Interpretation**. The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against both parties, and any ambiguities shall not be strictly construed for or against either party.

8.13 **Counterparts**. This Agreement may be executed in any number of counterpart copies, all of which constitute one and the same agreement and each of which shall constitute an original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated herein below.

(Signatures contained on following page)

"PHYSMETRICS"

PHYSMETRICS, LLC,
dba Chirometrics Administrators

By: _____
Jeremy Oswald, President

Date: 9/11/2020

"GROUP"

FRESNO UNIFIED SCHOOL DISTRICT

By: _____
Santino Danisi

Its: Interim Chief Financial Officer

Date: 01/04/2021

Approved As To Form:

By: _____ 11.18.2020
Name: Andrew De La Torre
Title: Executive Director, Benefits and Risk

Schedule 2.22

Management Fees

Chiropractic Management Services
$0.95 per employee per month

Acupuncture Management Services
$0.29 per employee per month

Schedule 3.1

SCHEDULE OF BENEFITS
FOR ALL PLAN OPTIONS A, B AND C

The Plan covers Chiropractic Care in coordination with PhysMetrics. Please review the benefits under this Chiropractic Care Plan. It is to your advantage to use a PhysMetrics Network Provider to receive the best benefits for you and your Dependents. Please contact PhysMetrics at (877) 519-8839; to locate a Provider near you.

SUMMARY OF CHIROPRACTIC SERVICES		
Chiropractic services by PhysMetrics Provider (Deductible waived)	$5 Copayment then 100% of the PhysMetrics contract rate	
Chiropractic services by Non-PhysMetrics Provider Outside 100 miles of Fresno **ONLY** Referral must be given by a Physician and also Pre-Certified by PhysMetrics.	Plan A and Plan C 60% of Usual, Customary and Reasonable Charges after $100 deductible	Plan B 50% of Usual, Customary and Reasonable Charges after $100 deductible
Chiropractic Diagnostic X-Ray Benefit is limited to a $100 per benefit Calendar Year maximum paid at 100% Usual, Customary and Reasonable Charges, or the PhysMetrics contract rate. 28 visits maximum per Calendar Year 10 visits allowed per month and 1 visit allowed per day. Note: For chiropractic treatment exceeding 12 visits per Calendar year, the chiropractor must submit a "12th visit review" and PhysMetrics must pre-certify additional visits for the remainder of the Calendar Year. Massage therapy is excluded unless pre-certification is received from PhysMetrics. **The following protocol will apply for chiropractic treatment for minor children:** Treatment for Dependents 15 years of age and under requires Special pre-certification by calling PhysMetrics at (877) 519-8839. All children fifteen (15) years of age and under must have a written precertification for treatment before any claims will be paid. In the case of an Emergency or where authorization was unable to be obtained on the first visit, then ONLY the first visit will be covered.		

"Chiropractic Care" means chiropractic treatment from a licensed Chiropractor (D.C.) for a musculoskeletal disorder (bone, muscle, tendon and joint) and for related diagnostic x-rays performed and billed by the chiropractor.

A PhysMetrics chiropractic doctor must be used within one hundred (100) miles of Fresno; when outside 100 miles, services for any non-Preferred Provider Organization chiropractic doctor must be referred by a Physician and pre-certified by PhysMetrics.

SCHEDULE OF BENEFITS
FOR PLAN OPTIONS A AND B

The Plan covers Acupuncture Care in coordination with PhysMetrics. Please review the benefits under this Acupuncture Care Plan. It is to your advantage to use a PhysMetrics Network Provider to receive the best benefits for you and your Dependents. Please contact PhysMetrics at (877) 519-8839; www.fusdacupuncture.com to locate a Provider near you.

SUMMARY OF ACUPUNCTURE COVERAGE FOR PLAN A AND PLAN B	
Acupuncture services by PhysMetrics Provider (Plan Deductible waived)	100% of the PhysMetrics contract rate after a $20 Copayment
Acupuncture services by NON-PhysMetrics Provider (Plan Deductible waived)	Up to a maximum $20 reimbursement
20 visits maximum per Calendar Year, 10 visits allowed per month, and 1 visit allowed per day. Note: For acupuncture treatment exceeding 12 visits per Calendar year, the provider must submit a "12th visit review" and PhysMetrics must pre-certify additional visits for the remainder of the Calendar Year. **The following protocol will apply for acupuncture treatment for minor children:** Treatment for Dependents 15 years of age and under requires Special pre-certification by calling PhysMetrics at (877) 519-8839. All children fifteen (15) years of age and under must have a written precertification for treatment before any claims will be paid. In the case of an Emergency or where authorization was unable to be obtained on the first visit, then ONLY the first visit will be covered.	

"Acupuncture Care" means acupuncture treatment from a licensed Acupuncturist (L.Ac.) for treatment of a variety of conditions performed and billed by the acupuncturist.

Schedule 3.2

The "Services"

Chiropractic Management Services
Acupuncture Management Services

Physmetrics LLC_20201216

Final Audit Report 2021-01-05

Created:	2020-12-17
By:	Sharon McGinnis (sharon.mcginnis@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmd7N9W8fwIb01twX0vdzYVIoNP46cnxA

"Physmetrics LLC_20201216" History

Document created by Sharon McGinnis (sharon.mcginnis@fresnounified.org)
2020-12-17 - 6:54:07 PM GMT- IP address: 207.177.129.3

Document emailed to Santino Danisi (santino.danisi@fresnounified.org) for signature
2020-12-17 - 6:55:23 PM GMT

Email viewed by Santino Danisi (santino.danisi@fresnounified.org)
2021-01-05 - 0:53:55 AM GMT- IP address: 104.47.37.254

Document e-signed by Santino Danisi (santino.danisi@fresnounified.org)
Signature Date: 2021-01-05 - 0:54:20 AM GMT - Time Source: server- IP address: 206.78.213.79

Agreement completed.
2021-01-05 - 0:54:20 AM GMT

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

Fresno Unified School District
PURCHASING

Contract Routing Form

Contract Attached

Contract Number: 224306

Federal Funding Will Not Be Used

Physmetics, Llcphysmetrics, Llc	***Po Box 25220 Fresno, Ca 93729-5220***
Vendor Name	***Address***
5596812020	**Arpit Khemka**
Phone Number	***Vendor Contact***
Term (Duration) From: 1/1/2025	**Through: 12/31/2025**
FUSD Contract Administrator: Steven.Shubin@fresnounified.org	**Benefits & Risk Management**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **670 0841 0880 0000 6000 5852**

Contract Amount: $308,000.00 **Estimated**

Scope of Work Summary: *Renewal* Agreement *W/ Simplemsk, Formerly Known As Physmetrics, To Administer Chiropractic, Acupuncture & Simplemsk Virtual Musculoskeletal Health Services For Benefit-Eligible Employees And Retirees.*

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:** Steve Shubin

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

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

4) Reviewed & approved by **Chief Financial Officer:** Patrick Jensen (Dec 19, 2024 13:35 PST)

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

Routing:CFO Board Date(if applicable): 12/18/2024

FIFTH AMENDMENT TO MANAGEMENT SERVICES AGREEMENT

(PHYSMETRICS, LLC – FRESNO UNIFIED SCHOOL DISTRICT)

THIS FIFTH AMENDMENT TO MANAGEMENT SERVICES AGREEMENT, as amended, is to be effective as of January 1, 2025 (the "Effective Date"), by and between PHYSMETRICS, LLC, a California limited liability company, dba SimpleMSK Administrators ("PHYSMETRICS"), and FRESNO UNIFIED SCHOOL DISTRICT (the "Group"). PHYSMETRICS and Group are sometimescollectively referred to herein as the "Parties" or singularly by their individual names or as a "Party."

BACKGROUND

A. The Parties entered into that certain Management Services Agreement, dated effective as of January 1, 2021 (the "Management Services Agreement").

B. This Agreement was amended effective January 1, 2022 to extend the agreement to December 31, 2022. The Agreement was again amended effective January 1, 2023 to extend the agreement to December 31, 2023. The Agreement was again amended effective January 1, 2024 to extend the agreement to December 31, 2024.

C. The Parties now desire to amend Section 5.2 of the Management Services Agreement to extend the current rates and provisions effective January 1, 2025 and through December 31, 2025, in accordance with Section 5.3 of the Agreement.

D. The Parties also desire to add **SimpleMSK services** under this Agreement. SimpleMSK, a new set of virtual musculoskeletal health services introduced by **SIMPLETHERAPY, the parent company of PhysMetrics, LLC**, will provide additional health benefit management services to the Group's eligible enrollees. This service will be available for a term of 12 months starting January 1, 2025, with the option to defer the start date to February 1, 2025, or March 1, 2025.

E. Effective January 1, 2025, all references to the PhysMetrics, LLC in the Agreement, as amended, shall be read to mean SimplyTherapy, Inc.

AGREEMENT

Fresno Unified School District, through Delta Health Systems, will pay to PhysMetrics a premium for each eligible enrollee as follows:
SimpleMSK's virtual musculoskeletal health services for members enrolled in the PPO medical plans A and B : $1.83 Per Employee Per Month (PEPM). Associated dependents of eligible employees are automatically included in the coverage. The **$1.83 PEPM** represents full and final compensation for all services provided under the SimpleMSK program. No additional direct or indirect compensation shall be payable to PHYSMETRICS or any affiliated entities, including **SIMPLETHERAPY**, in connection with the SimpleMSK program.

PHYSMETRICS agrees to a 3-year rate guarantee for SimpleMSK's Virtual musculoskeletal health Services provided to the Group if the Agreement is extended beyond December 31, 2025. The per employee per month (PEPM) rate of **$1.83** will remain fixed and will not increase for a period of three years, commencing from the start date of SimpleMSK services under this Agreement. This rate guarantee applies exclusively to SimpleMSK's Virtual musculoskeletal health Services and includes all associated dependents as specified in the Agreement.

Provided that PHYSMETRICS continues to provide Management Services for both the chiropractic and acupuncture benefits of Group, this management fee premium shall remain in effect through December 31, 2025, commencing on the Effective Date.

"PHYSMETRICS"

PHYSMETRICS, LLC,
a California limited liability company

By: Arpit khemka

Its: Arpit khemka
CEO

11/22/24

"Group"

FRESNO UNIFIED SCHOOL DISTRICT

By: Patrick Jensen (Dec 19, 2024 13:35 PST)

Its: Patrick Jensen, Chief Financial Officer

Dec 19, 2024
Date

Approve As to Form:

Stacey Sandoval, Executive Director
Risk Management

Dec 8, 2024
Date

Revised Schedule 2.2:

Management Fees

Management Fees is hereby updated to include the following:

- Chiropractic Management Services: $0.95 per employee per month
- Acupuncture Management Services: $0.29 per employee per month
- SimpleMSK Virtual Musculoskeletal Health Services: $1.83 per employee per month (inclusive of eligible dependents)

Revised Schedule 3.2:

Services

The "Services" is updated to list:

- Chiropractic Management Services
- Acupuncture Management Services
- SimpleMSK Virtual Musculoskeletal Health Services

SimpleMSK Virtual Musculoskeletal Health Services

The following services, collectively referred to as SimpleMSK Virtual Musculoskeletal Health Services, will be added under the Agreement and shall be provided by PHYSMETRICS Inc, the parent company of PhysMetrics, LLC**:**

1. **SimpleMSK Virtual Program:** PHYSMETRICS is a digital program that helps prevent and improve musculoskeletal disorders. The program guides participants through personalized exercise therapy routines which are tailored to their condition, physical abilities, and individual progress.
2. **Musculoskeletal Risk Assessment:** PHYSMETRICS will maintain and make available to eligible members a digital risk assessment tool. The tool provides eligible members with a musculoskeletal risk score in the form of a digital report delivered electronically via email. Groups will also receive a de-identified risk score of their participating population in the form of a digital report delivered electronically via email.
3. **Musculoskeletal Pain Management Programs:** PHYSMETRICS will maintain and make available to eligible members 18 digital pain management programs. These programs are accessible from most web-based browsers and have native iOS/Android mobile applications. These programs allow participants to complete personalized, video-guided exercise sessions at any time to address musculoskeletal disorders from head-to-toe. Participants may experience pain reductions, increased functional ability, and avoid more costly healthcare interventions as a result.
4. **Occupational Injury Prevention Programs:** PHYSMETRICS will maintain and make available to all eligible members digital occupational wellness programs in native iOS and Android mobile applications. These programs allow participants to complete personalized, video-guided exercise sessions tailored to their job-type. Participants may avoid occupational injuries, workers' compensation claims, and disability as a result of participating.
5. **Condition-Specific Programs:** PHYSMETRICS will maintain and make available to all eligible members digital programs with specific focus areas such as Pelvic Health Programs, Breathworks Programs in Web, native iOS and Android mobile applications. These programs allow participants to complete personalized, video-guided exercise sessions tailored to specific conditions. Participants may experience pain reductions, increased functional ability, and avoid more costly healthcare interventions as a result. Condition-specific programs are constantly being developed and are subject to change.
6. **Live, Virtual PT:** PHYSMETRICS's standard services for a member engaged in the program include ongoing health coach support and consultations with licensed physical therapists or physicians, as needed. PHYSMETRICS live, one-on-one virtual PT visits in its annual program. This feature offers a continuous relationship with a Licensed PT virtually beginning from the first 30–45-minute comprehensive visit based on their MSK risk and extending to every visit thereafter as much as the member needs. Each user will be able to schedule appointments and complete their Virtual visit within the PHYSMETRICS platform.
7. **Computer-Vision Enabled Motion Assessments:** Comprehensive, clinically-validated assessments using PHYSMETRICS's intuitive AI-enabled motion analysis for at-home or work assessments,

ensuring precise and real-time accuracy. These assessments will help gauge the member's mobility, identify any stress areas, and help further customize their exercise sessions. The purpose is to provide member's with an all-encompassing assessment of their current level of physical and movement health.

8. **Multi-Disciplinary Virtual Care Team:** PHYSMETRICS will provide each participant with a Care Team comprised of, at minimum, a health coach, physical therapist, and a doctor upon enrollment in any of the Musculoskeletal Pain Management Programs. The Care Team will assist participants to remain compliant in the program, monitor safety, and help navigate in and out of the program and appropriate. Depending on the needs of each participant, additional providers may be added to their care team, including, but not limited to, Occupational Therapists, Speech Language Pathologists, Chiropractors, Acupuncturists and/or behavioral health professionals.
9. **Support Services:** PHYSMETRICS will provide on-going technical and implementation support for the Programs, which may include a dedicated account executive; data reporting; technical feeds for eligibility or claims processing; training; and help lines.
10. **Care Pack:** PHYSMETRICS will provide each participant in any of the Musculoskeletal Pain Management Programs with a Care Pack to enhance the member experience. Items in the Care Pack may help accelerate pain relief and improvement in functional abilities when used as recommended by the program. Each Care Pack will be shipped to the participant upon their confirmation of a correct shipping address.
11. **Musculoskeletal Care Navigation:** PHYSMETRICS will establish care navigation protocols that are reviewed and approved by Group. These protocols will help triage members to the correct level of care if PHYSMETRICS is not the appropriate level of care based on their onboarding assessment or performance in the program.
12. **Virtual Ergonomics Assessments:** Certified ergonomists assess the work area for various risks that lead to fatigue, discomfort, and potential musculoskeletal injuries. Participants receive an individual-specific checklist including risk factors, assessment of current tools & improvement strategy and a detailed report analyzing the participants' strengths and opportunities. The report is followed up with a post-assessment check-up and personalized ergonomic advice.
13. **Advanced Claims Analytics Engine:** PHYSMETRICS will use its Advanced Claims Analytics Engine to regularly perform a matched cohort analysis of PHYSMETRICS participants. This will provide Group with quarterly reporting that shows the true savings seen in medical claims costs and prescription drug spend by implementing PHYSMETRICS.
14. **File Feeds:** PHYSMETRICS will establish and maintain systems to securely send and retrieve all eligibility files, claims data files, and any information containing member-level information. This may be in the form of flat files or APIs, as mutually agreed upon.
15. **Interoperability:** PHYSMETRICS will establish interoperability connections that are reviewed and approved by Group so as to provide warm hand-offs to other suppliers/vendors/ecosystem partners. These interoperability connections may be bi-directional feeds and subject to the willingness of other suppliers/vendors/ecosystem partners to participate.
16. **Reporting Services:** PHYSMETRICS will provide monthly reporting to Group on program utilization, clinical outcomes, and participant satisfaction in a PDF report delivered on or before the 15th of the month. These reports will include benchmarking data and that may help the program grow and maximize its performance.

17. **Annual Review:** Each year, PHYSMETRICS will attempt to coordinate an annual review of the program with Group. The Annual Review will provide a more detailed overview of the program's performance and include a review of our strategic roadmap and opportunities to maximize the value of the musculoskeletal services being provided.

Program Eligibility & Exclusions

1. **Eligibility:** Only Members who meet the following Eligible Member eligibility criteria.

1.1. Members who will be permitted to use the Program must be at least 13 years of age, and:

1.2. Have been diagnosed with a musculoskeletal condition in the past 12 months; or

1.3. Have completed the musculoskeletal risk assessment; or

1.4. Have reported joint pain or discomfort; or

1.5. Want to prevent future pain (i.e. members who are obese and/or employed at a high-risk industry segment, etc.).

2. **Exclusions:** PHYSMETRICS has established the following exclusion criteria for Members who might meet the criteria set forth in this Program Eligibility & Exclusions section but are excluded because of the elevated clinical risk of these populations and the inappropriateness of PHYSMETRICS's management without being in the same location as such Members. This screening of exclusion is done by PHYSMETRICS's proprietary algorithm and/or PHYSMETRICS's Care Team. Upon exclusion, PHYSMETRICS's Care Team will take the necessary next steps to refer a Member to clinically appropriate care, by referring them to a care management program or any other established pathway authorized by Group.

Listed below are some of the scenarios where PHYSMETRICS's Care Team, after a virtual assessment, may make a decision to either exclude a member from participating in the program, or allow further participation:

2.1. Surgery within the last six (6) weeks

2.2. Three (3) or more lifetime surgeries to the affected area

2.3. New-onset weakness in the legs

2.4. A fall or direct trauma within the last six (6) weeks that has not been evaluated by a physician

2.5. Any serious medical condition (i.e., cancer, stroke, heart attack, etc.) that has not been evaluated by a physician

2.6. Undergoing active chemotherapy for cancer

2.7. History of bleeding issues (i.e., hemophilia)

2.8. Spinal cord injury

Implementation and Rollout

PHYSMETRICS agrees to collaborate with Group to implement the following measures to facilitate the SimpleMSK service rollout:

1. **Kiosk Installation:** PHYSMETRICS will install a kiosk at Group's wellness center to support member enrollment and activation upon referral from care coordinators.
2. **Communication Plan:** A detailed communication plan for program promotion is included in Care Marketing of this Addendum below, ensuring consistent engagement and awareness among eligible members.
3. **Annual Review:** PHYSMETRICS will provide an annual review to assess program effectiveness, including recommendations for maximizing service value.

Care Marketing:

Parties will work in good faith to optimize the adoption of the Program. PHYSMETRICS may design and execute additional enrollment tactics to optimize adoption of the Program.

With the cooperation of Group, PHYSMETRICS will establish integrations with the Group's benefits ecosystem, including but not limited to Wellness Center, care concierge, Care Management Unit, Care Navigation, and allocation of wellness points or financial incentives as part of integration with the Group's wellness program.

PHYSMETRICS may also deploy a kiosk at wellness centers (if any) to help members activate their account after they have received their referrals from the care coordinators at these centers.
Unless otherwise mutually agreed to by the Parties in writing, below is the Group marketing communication plan that will be used to drive adoption of the program. PHYSMETRICS agrees to carry out the design and creation, and help in distribution and execution of the below marketing plan with the Group.

Recommended Communications Plan

The **Communications Plan** is designed to drive program awareness and engagement among eligible members. The Communications Plan outlines the best practice communication pieces that PHYSMETRICS recommends to the Group to maximize member engagement.

Communication Plan

Launch Communications

- **Program Overview** on benefits page or portal
- **Program Launch Mailer**
- **Program Launch Email**
- **Program Launch Webinar or Onsite Visit for in-person engagement**

- **Senior Leadership Email** (template provided)
- **New Member Incentive Raffle** announcement
- **Loyalty Member Incentive Raffle** announcement

Ongoing Monthly Communications

- **Targeted Outreach** based on claims data via phone or mailer
- **New Member Incentive Raffle**
- **Loyalty Member Incentive Raffle**
- **Monthly Newsletter** provided by SimpleTherapy

Ongoing Quarterly Communications

- **Quarterly** Sr. Leader or HR communication to all eligible
- **Quarterly Physical Posters and Flyers** for placement at relevant locations
- **Quarterly Digital Banners/Monitor Slides** in high-visibility areas
- **Onsite visits for in-person engagement**

Potential Additional Care Marketing Channels

The following optional channels may be used to increase awareness and participation in the program, depending on Group's resources and strategy:

a) **SMS Campaigns**
b) **MSK Webinar Series**
c) **Worker's Compensation Integration / Disability Outreach**
d) **EAP/Mental Health Integration**
e) **Other Ecosystem Integrations** (e.g., Diabetes, Pregnancy, Postpartum programs, on-site/near-site clinics, fitness, personal training, weight loss)
f) **Internal Messaging Content** (e.g., Yammer, SharePoint)

Additional Communication and Engagement Support

a) **Creative and Design Costs**
PHYSMETRICS will cover the full creative and design costs for all program communications, valued at $3,500, which includes expenses for deploying a kiosk at the wellness center to support member engagement.

b) **Campaign Execution Support**
PHYSMETRICS will handle all creative and design work for program communications. PHYSMETRICS' account executive will oversee and help execute all campaigns in alignment with the guidelines provided by the Group's benefits team.

c) **New Hire Mailer Costs**
If the Group elects to implement monthly new hire mailers, PHYSMETRICS will bear the full costs associated with the design, printing, and postage.

d) **Incentive Funding for raffles**

PHYSMETRICS will provide an annual budget of $2,400 for program incentives, with a monthly allocation of $200 at PHYSMETRICS' expense. While additional funding from the Group is encouraged to enhance engagement, it is not mandatory.

Ongoing Review and Communication Strategy Adjustment

PHYSMETRICS will conduct at least quarterly meetings with the Group to review and assess the communication strategy. This regular touchpoint allows for collaborative adjustments to ensure effective program promotion. If PHYSMETRICS determines at any time that the Group is not making reasonable efforts to support program communication and drive participation, PHYSMETRICS will escalate this concern to the Group for further review.

During these reviews, PHYSMETRICS and the Group will discuss expectations, evaluate suggestions, and address any issues raised. Together, they will determine the best course of action to optimize participation and ensure the Performance Guarantees remain achievable.

Data and Contact Information Integrity

To maximize the effectiveness of the communications plan, PHYSMETRICS will collaborate with the Group's benefits team and executive leadership to ensure access to accurate and up-to-date contact information for eligible members throughout the program year. During the implementation process, both parties will work to verify the integrity of contact information and incorporate any necessary supplemental data to reach all eligible participants effectively.

Performance Guarantee of SimpleMSK Program

PHYSMETRICS will place 100% of SimpleMSK fees at risk, equally distributed across the following three performance metrics:

a. **Participant Outcomes**:
   - **Target**: 50% average improvement in participant-reported pain levels.
   - **Guarantee**: If the annual average pain reduction does not meet or exceed 50% each year of the contract, PHYSMETRICS agrees to refund up to 33% of all Service Fees paid by the Group.

b. **Net Promoter Score (NPS)**:
   - **Target**: NPS score of 50 or higher annually.
   - **Guarantee**: If the annual NPS falls below 50 each year of the contract, PHYSMETRICS agrees to refund up to 33% of all Service Fees paid by the Group.

c. **Return on Investment (ROI)**:
   - **Target:** A 2:1 ROI based on calculated savings to the Group from the Musculoskeletal Pain Management Program.
   - **Guarantee**: If the calculated savings do not reach twice the Service Fees for a 12-month period, PHYSMETRICS agrees to refund the difference, up to 33% of all Service Fees paid, according to the terms below.
     Independent Verification: Group is authorized to audit any findings performed by PHYSMETRICS concerning any of the guarantees. If there is a discrepancy between

PHYSMETRICS findings and Group's findings based on the methodology listed above, Group's findings will govern.

Terms and Definitions

- **Calculated Savings**: The difference between the Service Fees paid to PHYSMETRICS and the **Cost Savings** achieved by the Group. The cost savings will be independently validated by **Claremont Partners** or other 3rd party selected by Group using data from the JHMB's data warehouse.
- **Target Claims Reduction**:
  - Based on an estimated fee of $181,785, the target claims reduction goal is $363,570.
  - PHYSMETRICS agrees to put 1/3 of its fee ($60,595) at risk, contingent upon meeting the target claims reduction.

Conditions for Retained Fees

- **Mental health claims** will be excluded from the ROI evaluation.
- **Partial Earning of At-Risk Fee**: PHYSMETRICS will retain a portion of the at-risk fee if at least 65% of the target claims reduction is achieved.
- **If less than 65%** of the target claims reduction is met, PHYSMETRICS will refund the entire at-risk fee ($60,595).
- **If between 65% and 100%** of the target claims reduction is achieved, the retained fee is calculated as follows:
  Retained Fee=(Actual Claims Reduction / Target Claims Reduction)×Fee at Risk

Sample Calculations

Example 1:

- **Target Claims Reduction:** $363,570
- **Associated Fees at Risk:** $60,595
- **Actual Claims Reduction:** $236,321
- **Percentage of Target Achieved:** 236,321 / 363,570×100 ≈ 65%
- **Retained Fee Calculation:** (236,321 / 363,570)×60,595 = 0.65×60,595 ≈ 39,387
- **Retained Fee Amount:** $39,387

Example 2:

- **Target Claims Reduction:** $363,570
- **Associated Fees at Risk:** $60,595
- **Actual Claims Reduction:** $300,000
- **Percentage of Target Achieved:** 300,000 / 363,570×100 ≈ 82.5%
- **Retained Fee Calculation:** (300,000 / 363,570)×60,595 = 0.825×60,595 ≈ 49,991
- **Retained Fee Amount:** $49,991

Cost Savings Study Methodology

To validate the ROI, cost savings will be measured using the following criteria:

- **Data Inclusion**: Only includes covered members aged 13 or older with claims categorized under MDC 8 (Musculoskeletal System and Connective Tissue Disorders).
- **Cohort Analysis**:
    - Two cohorts (SimpleMSK-enrolled and non-enrolled members) will be analyzed for MSK-related costs.
    - Per member annual savings calculated by taking the difference in average annual musculoskeletal claims costs associated with the two cohorts.
    - Total savings are calculated by taking into account the per-member average annual saving times the number of Covered Members who enrolled in the MSK program with at least 3 completed sessions.
- **Matched Pair Design**:
    - Cohorts matched based on age (in 10-year bands starting from 13-19), gender, and MSK diagnosis within the prior 12 months.
    - Study group: Members enrolled in the MSK program with at least three completed sessions.
    - Control group: Members not enrolled in the MSK program.
- **Additional Study Conditions**:
    - Minimum sample size of 250 participants, including at least 100 with prior MSK claims is desired
    - If participation in program is below 250/100, the ROI calculation will be based on those in the study group for the purpose of any contractual guarantees.
    - Top 5% of total spend outliers will be excluded from both study and control groups.
    - Baseline claims data (12 months prior to program enrollment) compared with claims data 12 months post-enrollment.
    - Indirect savings (e.g., absenteeism, productivity) are excluded.
    - Only chronic and acute MSK programs, along with pelvic floor programs, are included in the savings analysis.

Definition of "Sessions": Sessions are defined as participation in video-guided exercises, visual movement assessments, or live 1:1 sessions with the Care Team. Simple logins to the app or website do not qualify as sessions.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Renewal Agreement with United Healthcare

ITEM DESCRIPTION: Included in the Board material is a renewal agreement with United Healthcare, which provides fully insured HMO dental services on behalf of benefit-eligible employees and retirees. The district has offered dental benefit coverage through United Healthcare (UHC) since March 2007, when United Healthcare acquired Pacific Union Dental. United Healthcare is one of two dental networks under which district employees and retirees access dental care, the other being Delta Dental.

Approximately 900 employees/retirees are enrolled and accessing dental services from United Healthcare. The services provided are fully insured, meaning the district pays an agreed-upon monthly rate for the coverage without any further claim cost responsibility.

The renewal agreement provides services effective January 01, 2026, through December 31, 2027. UHC has offered no change in their fully insured rates and is guaranteeing no change for the next two years. The total annual cost of services for all enrolled members (active, pre-65 retirees, post-65 retirees, and dependents) is projected to total approximately $657,000.

These services align with the Joint Health Management Board's established goals and responsibilities for providing high-quality health care to active employees and retirees.

FINANCIAL SUMMARY: Sufficient funds in the amount of $657,000 are available in the Health Service Fund budget.

PREPARED BY: Steven Shubin

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen 

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

Contract Routing Form

Contract Attached

Contract Number: 319023

Federal Funding Will Not Be Used

Uhc Insurance Company	***22561 Network Place , Chicago, Il, 60673-1225***
Vendor Name	***Address***
1-877-640-5376	**Kirk Andrews**
Phone Number	***Vendor Contact***
Term (Duration) From: 1/1/2026	**Through: 12/31/2027**
FUSD Contract Administrator: Steven.Shubin@fresnounified.org	**Benefits & Risk Management**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **670 0841 0880 5852 0000 6000**

Contract Amount: $657,000.00 **Estimated**

Scope of Work Summary: *Renewal* Agreement *With United Healthcare, Which Provides Fully Insured Hmo Dental Services On Behalf Of Benefit-Eligible Employees And Retirees.*

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:** Steven Shubin

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

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

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

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

Routing:BOE Board Date(if applicable): 12/17/2025

Procurement Detail *Benefits |*

Dental Benefit Providers of California, Inc.

Group Contract

For

Fresno Unified School District

Enrolling Group Number: 711904

Policy Effective Date: January 1, 2026

Group Contract

Dental Benefit Providers of California, Inc.

3120 W. Lake Center Drive

Santa Ana, California 92704

1-877-640-5376

This Contract is entered into by Dental Benefit Providers of California, Inc. and the "Group," as described in Exhibit 1.

When used in this document, the words "we," "us," and "our" refer to Dental Benefit Providers of California, Inc.

Upon our receipt of the signed Group *Application* and payment of the first Contract Charge, this Contract is executed. The Group's *Application* is made a part of this Contract.

We agree to provide Benefits for Covered Dental Care Services stated in this Contract, including the attached *Evidence(s) of Coverage* and *Schedule of Covered Dental Care Services*, subject to the terms, conditions, exclusions, and limitations of this Contract. This Contract replaces and overrules any previous agreements relating to Benefits for Covered Dental Care Services between the Group and us. The terms and conditions of this Contract will in turn be overruled by those of any future agreements relating to Benefits for Covered Dental Care Services between the Group and us.

We are not an employer or plan administrator for any purpose with respect to the administration or provision of benefits under the Group's benefit plan. We are not responsible for fulfilling any duties or obligations of an employer or plan administrator with respect to the Group's benefit plan.

This Contract is effective on the date shown in Exhibit 1 and continues in force by the timely payment of the required Contract Charges when due, subject to the end of this Contract as provided in Article 5.

When this Contract ends, as described in Article 5, this Contract and all Benefits under this Contract will end at 12:00 midnight on the date the Contract ends.

This Contract is issued as described in Exhibit 1.

Issued By:

DENTAL BENEFIT PROVIDERS OF CALIFORNIA, INC.

Kirk E. Andrews, President

DISTRICT
Fresno Unified School District

_____
Patrick Jensen, Chief Financial Officer

_____
Date

Approved As To Form:

_____
Stacey Sandoval, Executive Director Risk Management

Nov 26, 2025

_____
Date

Article 1: Glossary of Defined Terms

The terms used in this Contract have the same meanings as those defined in *Section 8: Defined Terms* in the attached *Evidence(s) of Coverage*. In addition, the following terms apply:

Coverage Classification - one of the categories of coverage described in Exhibit 2 for rating purposes (for example: Subscriber only, Subscriber and spouse, Subscriber and children, Subscriber and family).

Material Misrepresentation - any oral or written communication or conduct, or combination of communication and conduct, that is untrue and is intended to create a misleading impression in the mind of another person. A misrepresentation is material if a reasonable person would attach importance to it in making a decision or determining a course of action, including but not limited to, the issuance of a contract or coverage under a contract, calculation of rates, or payment of a claim.

Article 2: Benefits

Subscribers and their Enrolled Dependents are entitled to Benefits for Covered Dental Care Services subject to the terms, conditions, limitations and exclusions stated in the *Evidence(s) of Coverage* and *Schedule of Covered Dental Care Services* attached to this Contract. Each *Evidence of Coverage* and *Schedule of Covered Dental Care Services*, including any Riders and Amendments, describes the Covered Dental Care Services, required cost sharing, and the terms, conditions, limitations and exclusions related to coverage.

Article 3: Premium Rates and Contract Charge

3.1 Premiums

Monthly Premiums payable by or on behalf of Covered Persons are shown in the *Schedule of Premium Rates* in Exhibit 2 of this Contract or in any attached *Notice of Change*.

We have the right to change the *Schedule of Premium Rates* as described in Exhibit 1 of this Contract. We also have the right to change the *Schedule of Premium Rates* at any time within the first 24 months after issue if the *Schedule of Premium Rates* was based upon a Material Misrepresentation that resulted in the Premium rates being lower than they would have been if the Material Misrepresentation had not been made. We have the right to change the *Schedule of Premium Rates* for this reason retroactive to the effective date of the *Schedule of Premium Rates* that was based on the Material Misrepresentation.

3.2 How Is the Contract Charge Calculated?

The Contract Charge will be calculated based on the number of Subscribers in each Coverage Classification that we show in our records at the time of calculation. The Contract Charge will be calculated using the Premium rates in effect at that time. Exhibit 1 describes the way in which the Contract Charge is calculated.

The Group is solely responsible for enrollment and Coverage Classification changes (including the end of a Covered Person's coverage) and for the timely payment of the Contract Charges.

3.3 When Is the Contract Charge Adjusted?

We may make retroactive adjustments for any additions or terminations of Subscribers or changes in Coverage Classification that are not reflected in our records at the time we calculate the Contract Charge. We will not grant retroactive credit for any change happening more than 180 days prior to the date we received notification of the change from the Group. We also will not grant retroactive credit for any calendar month in which a Subscriber has received Benefits.

The Group must notify us in writing within 60 days of the effective date of enrollments, terminations, or other changes. The Group must notify us in writing each month of any change in the Coverage Classification for any Subscriber.

If premium taxes, guarantee or uninsured fund assessments, or other governmental charges relating to or calculated in regard to Premium are either imposed or increased, those charges will be added to the Premium60 days after notice of increase is delivered to the group policyholder. In addition, any change in law or regulation that affects our cost of operation may result in an increase in Premium in an amount we determine and 60 days notice is given to the group policyholder.

3.4 How Is the Contract Charge Paid?

The Contract Charge is payable to us in advance by the Group as described under "Payment of the Contract Charge" in Exhibit 1. The first Contract Charge is due and payable on or before the effective date of this Contract. Future Contract Charges are due and payable no later than the first day of each payment period shown in item 6 of Exhibit 1, while this Contract is in force.

All payments shall be made in United States currency, in immediately available funds, and shall be sent to us at the address on the invoice, or at another address that we may designate in writing. The Group agrees not to send us payments marked "paid in full", "without recourse", or similar language. In the event that the Group sends such a payment, we may accept it without losing any of our rights under this Contract and the Group will remain obligated to pay any and all amounts owed to us.

Late payment charges are assessed for any Contract Charge not received within 10 calendar days following the due date. There will be a service charge added to the Group's account for any check returned for non-sufficient funds. The names of all Covered Persons must be attached when payment is made.

The Group will reimburse any attorney's fees and costs related to collecting past due Contract Charges.

3.5 Does a Grace Period Apply?

A grace period of 60 days will be granted for the payment of any Contract Charge not paid when due. During the grace period, this Contract will continue in force. The grace period will not extend beyond the date this Contract ends. Grace period means the period of at least 30 consecutive days beginning the day the Notice of Start of Grace Period is dated

The Group is responsible for payment of the Contract Charge during the grace period. If we receive written notice from the Group to end this Contract during the grace period, we will adjust the Contract Charge so that it applies only to the number of days this Contract was in force during the grace period.

This Contract ends as described in Article 5.1 if the grace period expires and the past due Contract Charge remains unpaid.

Article 4: Eligibility and Enrollment

4.1 What Are the Eligibility Rules?

Eligibility rules for each class are stated in Exhibit 2 and in the Group *Application*. The eligibility rules stated in Exhibit 2 are in addition to those shown in *Section 3: When Coverage Begins* of the *Evidence of Coverage*.

4.2 Initial Enrollment Period

Eligible Persons and their Dependents may enroll for coverage under this Contract during the Initial Enrollment Period. The Initial Enrollment Period is set by the Group.

4.3 Open Enrollment Period

An Open Enrollment Period will be provided as shown in Exhibit 2. During an Open Enrollment Period, Eligible Persons may enroll for coverage under this Contract.

4.4 Effective Date of Coverage

The effective date of coverage for enrolled Eligible Persons and their Dependents is stated in Exhibit 2.

Article 5: End of Contract

5.1 When Does the Contract End?

This Contract and all Benefits for Covered Dental Care Services will automatically end on the earliest of the dates shown below:

A. On the last day of the grace period if the Contract Charge remains unpaid. The Group remains responsible for payment of the Contract Charge for the period of time this Contract remained in force during the grace period.

B. On the date specified by the Group, after at least 31 days prior written notice to us that this Contract will end.

C. On the date we specify, after at least 180 days prior written notice to the Group, that this Contract will end because the Group performed an act, practice or omission that constituted fraud or made an intentional misrepresentation of a fact that was material to the execution of this Contract or to the provision of coverage under this Contract. In this case, we have the right to rescind this Contract back to either:

- The effective date of this Contract.
- The date of the act, practice or omission, if later.

The termination for fraud or intentional misrepresentation cannot be done more than 24 months from the effective date.

D. On the date we specify, after at least 90 days prior written notice to the Group, that this Contract will end because we will no longer issue this particular type of group dental benefit plan within the applicable market.

E. On the date we specify, after at least 180 days prior written notice to the applicable state authority and to the Group, that this Contract will end because we will no longer issue any employer dental benefit plan within the applicable market.

5.2 Payment When the Contract Ends

When the Contract ends, the Group is and will remain responsible to us for the payment of any and all Premiums which are unpaid at the time the Contract ends. This will include a pro rata portion of the Contract Charge for any period this Contract was in force during any grace period preceding the end of the Contract.

Article 6: General Provisions

6.1 What Is the Entire Contract?

This Contract, the *Evidence(s) of Coverage*, the *Schedule of Covered Dental Care Services*, the Group *Application*, and any Amendments, *Notices of Change*, and Riders, make up the entire Contract.

6.2 Time Limit on Certain Defenses

No statement made by the Groupcan be used to void this Contract after it has been in force for a period of two years.

6.3 Amendments and Alterations

Amendments and Riders to this Contract are effective upon the Group's next anniversary date, except as otherwise permitted by law. Other than changes to Exhibit 2 stated in a *Notice of Change* to Exhibit 2, no change will be made to this Contract unless made by an Amendment or a Rider which is signed by one of our authorized executive officers and consistent with applicable notice requirements. No agent has authority to change this Contract or to waive any of its provisions.

6.4 Our Relationship with Providers and Groups

The relationships between us and Network providers, and relationships between us and Groups, are solely contractual relationships between independent contractors. Network providers and Groups are not our agents or employees, nor are we or any of our employees an agent or employee of Network providers or Groups.

The relationship between a Network provider and any Covered Person is that of provider and patient. The Network provider is solely responsible for the services provided. The relationship between any Group and any Covered Person is that of employer and employee, Dependent, or any other category of Covered Person described in the Coverage Classifications shown in this Contract.

The Group is solely responsible for enrollment and Coverage Classification changes (including the end of a Covered Person's coverage) and for the timely payment of the Contract Charges.

6.5 Records

We may require information related to the Contract, from the Group. Upon request, the Group must provide us with the requested information and proofs which may include:

- All documents provided to the Group by an individual in connection with coverage.
- The Group's payroll.
- Any other records pertinent to the coverage under this Contract.

By accepting Benefits under this Contract, each Covered Person authorizes and directs any person or institution that has provided services to him or her, to provide us or our designees any and all information and records or copies of records relating to the dental care services provided to the Covered Person. We have the right to request this information at any reasonable time. This applies to all Covered Persons, including Enrolled Dependents whether or not they have signed the Subscriber's enrollment form.

We agree that such information and records will be considered confidential.

We have the right to release any and all records concerning dental care services which are needed to administer the terms of this Contract including records for appropriate dental and quality review or as required by law or regulation.

During and after the term of this Contract, we and our related entities may use and transfer the information gathered under this Contract for research and analytic purposes.

6.6 Administrative Services

The services needed to administer this Contract and the Benefits provided under it will be provided in accordance with our standard administrative procedures or those standard administrative procedures of our designee. If the Group requests that administrative services be provided in a manner other than in accordance with these standard procedures, including requests for non-standard reports, the Group must pay for such services or reports at the then current charges for such services or reports.

6.7 Do We Require Examination of Covered Persons?

In the event of a question or dispute concerning Benefits for Covered Dental Care Services, we may require that a Network Dental Provider, of our choice examine the Covered Person at our expense.

6.8 What Happens When There Is a Clerical Error?

Clerical error will not deprive any individual of Benefits under this Contract or create a right to Benefits. Failure to report enrollments is not a clerical error. We will not provide retroactive coverage for Eligible Persons when the Group fails to report enrollments. Failure to report the end of coverage will not continue the coverage for a Covered Person beyond the date it is scheduled to end. Upon discovery of a clerical error, any needed adjustment in Premiums will be made. However, we will not grant any such adjustment in Premiums or coverage to the Group for more than 60 days of coverage prior to the date we received notification of the clerical error.

6.9 Is Workers' Compensation Affected?

Benefits provided under this Contract do not substitute for and do not affect any requirements for coverage by workers' compensation insurance.

6.10 Conformity with Law

Any provision of this Contract which, on its effective date, is in conflict with the requirements of state or federal statutes or regulations (of the jurisdiction in which this Contract is delivered) is deemed to be amended to follow the minimum requirements of those statutes and regulations.

6.11 Notice

When we provide written notice regarding Contract administration to the Group's authorized representative. Once delivered, that notice is deemed notice to all affected Subscribers and their Enrolled Dependents. The Group is responsible for giving notice to Covered Persons on a timely basis.

Any notice sent to us under this Contract and any notice sent to the Group must be addressed as described in Exhibit 1.

6.12 Continuation Coverage

We agree to provide Benefits under this Contract for those Covered Persons who are eligible to continue coverage under federal or state law, as described in *Section 4: When Coverage Ends* of the *Evidence of Coverage*.

We will not provide any administrative duties with respect to the Group's compliance with federal or state law. All duties of the plan sponsor or plan administrator remain the sole responsibility of the Group,

including but not limited to notification of COBRA and/or state law continuation rights and billing and collection of Premium.

6.13 Subscriber's Individual Evidence of Coverage

We will issue *Evidence(s) of Coverage*, *Schedule of Covered Dental Care Services*, and any attachments to the Group for delivery to each Subscriber. The *Evidence(s) of Coverage*, *Schedule of Covered Dental Care Services*, and any attachments will show the Benefits and other provisions of this Contract. In addition, the *Evidence(s) of Coverage* and *Schedule of Covered Dental Care Services* may be available online at www.myuhc.com.

6.14 System Access

The term "systems" as used in this provision means systems that we make available to the Group to facilitate the transfer of information in connection with this Contract.

System Access

We grant the Group the nonexclusive, nontransferable right to access and use the functionalities contained within the systems, under the terms of this Contract. The Group agrees that all rights, title and interest in the systems and all rights in patents, copyrights, trademarks and trade secrets encompassed in the systems will remain ours. To access the systems, the Group will obtain, and be responsible for maintaining, at no expense to us, the hardware, software and Internet browser requirements we provide to the Group, including any amendments to those requirements. The Group is responsible for obtaining internet access.

The Group will not:

- Access systems or use, copy, reproduce, modify, or excerpt any of the systems documentation provided by us in order to access or use systems, for purposes other than as expressly permitted under this Contract.
- Share, transfer or lease its right to access and use systems, to any other person or entity which is not a party to this Contract.

The Group may designate a third party access to the systems on its behalf, provided the third party agrees to these terms and conditions. The Group remains responsible for the third party's compliance with the entire *System Access* provision.

Security Procedures

The Group will use commercially reasonable physical and software-based measures and comply with our security procedures, as may be amended from time to time, to protect the system, its functionalities, and data accessed through systems from any unauthorized access or damage (including damage caused by computer viruses). The Group will notify us immediately if any breach of the security procedures, such as unauthorized use, is suspected.

End of System Access

We have the right to end the Group's system access:

- On the date the Group does not accept the hardware, software and browser requirements provided by us, including any amendments to the requirements.
- Immediately on the date we reasonably determine that the Group has breached, or allowed a breach of, any applicable provision of this Contract. Upon the date this Contract ends, the Group

agrees to cease all use of systems, and we will deactivate the Group's identification numbers and passwords and access to the system.

Exhibit 1

1. **Parties.** The parties to this Contract are Dental Benefit Providers of California, Inc. and Fresno Unified School District, the Group.

2. **Effective Date.** The effective date of this Contract is 12:01 a.m. on January 1, 2026 in the time zone of the Group's location.

3. **Place of Issuance.** We are issuing this Contract in California. To the extent that state law applies, California law governs this Contract.

4. **Premiums.** We have the right to change the *Schedule of Premium Rates* or cost summary shown in Exhibit 2, after a 180-day prior written notice on the first anniversary of the effective date of this Contract shown in the Group *Application*, on any following monthly due date, or on any date the provisions of this Contract are amended. We also have the right, for the first 24 months after the effective date, to change the *Schedule of Premium Rates*, retroactive to the effective date, if a Material Misrepresentation has resulted in a lower schedule of rates.

5. **Computation of Contract Charge.** A full month's Premium will be charged for any Covered Person who is Covered under this Contract for any portion of a calendar month.

6. **Payment of the Contract Charge.** The Contract Charge is payable to us in advance by the Group on a monthly basis.

7. **Minimum Participation Requirement.** 75% of Eligible Persons enrolled for Coverage under the Contract.

8. **Notice.** Any notice sent to us under this Contract must be sent to:

   Dental Benefit Providers of California, Inc.

   3110 Lake Center Dr

   Santa Ana, California 92704-5187

   Any notice sent to the Group under this Contract must be sent to:

   Fresno Unified School District

   2309 Tulare Street

   Fresno, California 93721

9. 711904: Group Number

Exhibit 2

1. **Class Description.**

   All Employees enrolled in UnitedHealthcare Dental HMO Plan D1065.

2. **Eligibility.** The eligibility rules are established by the Group. The following eligibility rules are in addition to the eligibility rules shown in the Group *Application* and/or in *Section 3: When Coverage Begins* of the *Evidence of Coverage*:

   A. The waiting or probationary period for newly Eligible Persons is as follows:

      Not Applicable

   B. Other:

      Not Applicable

3. **Open Enrollment Period.** An Open Enrollment Period of at least 60 days will be provided by the Group when Eligible Persons may enroll for coverage. The Open Enrollment Period will occur on an annual basis.

4. **Effective Date for Eligible Persons**. The effective date of coverage for Eligible Persons who are eligible on the effective date of this Contract is January 1, 2026.
   For an Eligible Person who becomes eligible after the effective date of this Contract, the effective date of coverage is the date the Eligible Person joins the Group, January 1, 2026.

5. **Schedule of Premium Rates.**
   The *Schedule of Premium Rates* payable by or on behalf of this class of Covered Persons as of January 1, 2026 is shown below:

Coverage Classification	**MonthlyPremium**
Active Population Employee Only	$53.59
Active Population Employee plus One Dependent	$53.59
Active Population Employee plus Family	$53.59
Retirees Employee Only	$30.96
Retirees Employee plus One Dependent	$61.90
Retirees Employee plus Family	$87.23

California Life and Health Insurance Guaranty Association Act Summary Document and Disclaimer

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of this Guaranty Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided through the Guaranty Association is not unlimited, as noted below, and is not a substitute for consumers' care in selecting insurers.

The Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

Policyholders with additional questions should first contact their insurer or agent or may then contact:

California Life and Health Insurance Guaranty Association

PO Box 17319

Beverly Hills, CA 90209-3319

California Department of Insurance

Consumer Service Division

300 S. Spring St.

Los Angeles, CA 90013

Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

Coverage

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

Exclusions from Coverage

However, persons holding such policies are not protected by this Guaranty Association if:

- Their insurer was not authorized to do business in this state when it issued the policy or contract;

- Their policy was issued by a health care service plan (HMO), Blue Cross, Blue Shield, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;
- They are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.

The Guaranty Association also does not provide coverage for:

- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;
- Employer and association plans, to the extent they are self-funded or uninsured;
- Synthetic guaranteed interest contracts;
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- Any policy of reinsurance unless an assumption certificate was issued;
- Interest rate yields that exceed an average rate;
- Any portion of a contract that provides dividends or experience rating credits.

Limits on Amount of Coverage

The Act limits the Guaranty Association to pay benefits as follows:

- Life and Annuity Benefits
- 80% of what the life insurance company would owe under a life policy or annuity contract up to:
  - $100,000 in cash surrender values,
  - $100,000 in present value of annuities, or
  - $250,000 in life insurance death benefits.
- A maximum of $250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

Health Benefits

A maximum of $200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

Premium Surcharge

Member insurers are required to recoup assessments paid to the Guaranty Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 26-26, Internet Service Provider

ITEM DESCRIPTION: Included in the Board material is information on Bid 26-26, to establish a five-year contract for internet service to provide a connection between the internet and the district via the Education Center. This allows all district sites to connect to the internet via the Education Center by way of the district's Wide Area Network. This internet connection is provided through the K-12 High Speed Network, a state program funded by the California Department of Education that provides the California K-12 community with network connectivity.

The request for bids was lawfully advertised on October 22, 2025, and October 29, 2025, and posted on the Universal Service Administrative Company (USAC) website on October 22, 2025, per Federal Communication Commission rules. Notifications were sent to 170 firms, and the district received one response. Bids were opened on November 19, 2025. Staff recommend award to the lowest responsive, responsible bidder:

Fresno County Superintendent of Schools (Fresno, California) amount not to exceed $31,000.

The district costs will be $5,000 per year in Years 1-3 (2 x 40gb connections) and $5,000 per year in optional Years 4-5 (2 x 400gb connections) or $8,000 per year (2 x 100gb connections).

FINANCIAL SUMMARY: Sufficient funds in the amount of $31,000 are available in the Information Technology budget.

PREPARED BY: Jack Pambukyan

DIVISION: Information Technology

CABINET APPROVAL PHONE: (559) 457-3560

CABINET APPROVAL: Chief Technology Officer/ Tami Lundberg/ 

SUMMARY: Included in the Board material is information on Bid 26-26, to establish a five-year contract for internet service to provide a connection between the internet and the district via the Education Center. Staff recommends the award to the lowest responsive, responsible bidder: Fresno County

Superintendent of Schools (Fresno, California) for an amount not to exceed $31,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $31,000 is available in the Information Technology budget. Contact person: Tami Lundberg, telephone 457-3560.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Request for Proposal for Bid 26-25, Network Equipment for Internal Connections

ITEM DESCRIPTION: Included in the Board material is information on Request for Proposal (RFP) 26-25, to replace and/or upgrade network equipment across school sites and facilities. This RFP allows for purchase of equipment to keep the network current like wireless access point licensing, network switches, Fiber Optic Modules and VoIP phones. The RFP process allows for multiple factors to be considered in addition to price, to identify the best value vendor for the district. These costs are part of the annual budgeted refresh of equipment across the district to keep systems current and performing well in support of learning environments for students, teachers and staff.

The request for proposals was lawfully advertised on October 15, 2025, and October 22, 2025, and posted on the Universal Service Administrative Company (USAC) website on October 15, 2025, per Federal Communication Commission rules. Proposals were opened on November 14, 2025. Notifications were sent to 288 vendors, and the district received two responses. Based on extensive review, staff recommend award to the best value vendor:

Development Group, Inc., (Redding, CA) $3,406,337.

The RFP, responses, and scoring matrix are available for review in Information Technology.

FINANCIAL SUMMARY: E-Rate Eligible equipment and services is expected to be $3,406,337. The district's portion at 15% of the E-Rate Eligible equipment is expected to be $510,951. Sufficient funds in the amount of $510,951 are available in the Information Technology E-Rate budget.

PREPARED BY: Jack Pambukyan

DIVISION: Information Technology

CABINET APPROVAL PHONE: (559) 457-3560

CABINET APPROVAL: Chief Technology Officer/ Tami Lundberg/ 

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify Agreement for Joint Apprenticeship Training Fund - CA Fire Fighters

ITEM DESCRIPTION: Included in the Board material is a ratified agreement for the CA Fire Fighter Joint Apprenticeship. The California Community Colleges Chancellor's Office released update that includes Joint Apprenticeship Award funding for Local Educational Agencies (LEA) receiving Related and Supplemental Instruction (RSI). The agreement with the CA Fire Fighter Joint Apprenticeship was originally approved with the June bundle contracts in the amount of $1,537,224. The new allocation is $1,601,743 for 172,453 RSI hours.

Fresno Unified School District is the LEA awarded funds for State-Approved Joint Apprenticeship Programs approved by the California Community Colleges Chancellor's Office. The Apprenticeship Program's objective is to expand the apprenticeship model to non-traditional fields in growing and emerging industries throughout California's regional economies. It is intended to fund innovative approaches to expand access to apprenticeship training programs to underrepresented populations.

Fresno Unified retains 10% of the base rate of the allocated funds for the CA Fire Fighter Joint Apprenticeship for being the LEA. Retained for Fresno Unified, as income from the apprenticeship revenue is $177,971.

FINANCIAL SUMMARY: Sufficient funds in the amount of $1,601,743 are available in the Apprenticeship Program budget.

PREPARED BY: Jeremy Ward, Assistant Superintendent

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Chief Academic Officer, Carlos Castillo, Ed.D. Carlos Castillo (Dec 4, 2025 15:56:46 PST)

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

Fresno Unified School District
PURCHASING

Contract Routing Form

Re: Completed Amendment to Contract Attached

Contract Number: 243635

Federal Funding Will Not Be Used

Ca Fire Fighter Jt Appshp Prog
Vendor Name

1780 Creekside Oaks Ste 201 , Sacramento, Ca, 95833
Address

916-648-1717
Phone Number

Yvonne De La Pena
Vendor Contact

Term (Duration) From: 7/1/2025

Through: 6/30/2026

FUSD Contract Administrator:
Kristen.Boroski@fresnounified.org
Name

Career Education
Site/Dept

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

030	6350	0710	5899	1110	1000
030	6350	0710	5899	3800	1000

Original Contract: $1,537,224.89
Amended Contract: $1,601,743.00

Estimated

Scope of Work Summary: *Fresno* Unified *School District Is The Lea (Local Education Agency) Awarded Funds For State Approved Joint Apprenticeship Programs Approved By The California Community Colleges Chancellors Office.*

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

Routing Order:

1) Reviewed & approved by **Department:** Kristen M Boroski

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

3) Vendor Yvonne de la Pena

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

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

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

Routing:June Board Date(if applicable): 6/18/2025

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Fresno Unified School District
PURCHASING

Independent Contractor Services Agreement

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

GENERAL INFORMATION Contract Number: *243635* Funding: *Federal Funding Will Not Be Used*

	030	**6350**	**0710**	**5899**	**1110**	**1000**
School/Department Budget:	**030**	**6350**	**0710**	**5899**	**3800**	**1000**

Contractor's Vendor Name: ***Ca Fire Fighter Jt Appshp Prog***

Contractor's Contact Person: **Yvonne De La Pena**

Contractor's Title: ***Executive Director***

Contractor's Telephone Number: **916-648-1717**

Contractor's E-mail: ***Ydelapena@Cpf.Org***

Contractor's Address: ***1780 Creekside Oaks Ste 201 , Sacramento, Ca, 95833***

Original Contract Amount: **$1,537,224.89** Original Contract Board Approval: **06/18/2025 C-12**

This Amendment Contract Amount: **$1,601,743.00**

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

This Independent Contractor Services Agreement is made and entered into effective 7/1/2025 (the "Effective Date") by Fresno Unified School District("District") and ***Ca Fire Fighter Jt Appshp Prog*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: The California Community Colleges Chancellor's Office Apprenticeship Programs objective is to expand the apprenticeship model to non-traditional fields in growing and emerging industries throughout California's regional economies. It is intended to fund innovative approaches to expand access to apprenticeship training programs to underrepresented populations. The apprenticeship objectives will both provide career pathways to segments of our population that are inordinately represented in low-paying occupations and provide key industries with a skilled workforce. The California Community Colleges Chancellor's Office awards funds to Local Educational Agencies receiving Related and Supplemental Instruction (RSI) and identifies the state-approved apprenticeship training programs.

CA Firefighter Joint Apprenticeship Training Program for firefighters will bill Fresno Unified, the local educational agency, for a minimum of 172,453 hours with an RSI hourly rate of $10.32. Fresno Unified withholds 10% for indirect fees.

b.) REQUIREMENTS: Hours will be billed during the term of agreement, July 1, 2025 - June 30, 2026. Minimum hours to be billed 169,953 with an RSI hourly rate of $10.32.

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c.) SPECIFIC TASKS: N/A

d.) DELIVERABLES AND DELIVERY SCHEDULE: Hours will be billed during the term of agreement, July 1, 2025 - June 30, 2026.

e.) NOTICE REGARDING LATE DELIVERY: N/A

f.) PERSONNEL/KEY PERSONNEL: Yvonne de la Pena, Executive Director, oversees the submission and reporting of apprenticeship hours to Fresno Unified.

g.) GENERAL ACCEPTANCE CRITERIA: N/A

h.) LOCATION/HOURS OF WORK: Minimum of 172,453 apprenticeship hours.

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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 apprenticeship programs require an LEA to serve as the fiscal agent to meet state compliance. Many LEAs face challenges in building and sustaining the necessary partnerships with trade organizations which limits the expansion of high-quality pre-apprenticeship and apprenticeship opportunities for students. Without these partnerships, students miss out on critical pathways reported in the CCI (College and Career Indicator) and lack the social capital needed to successfully transition into the workforce	Working with industry and business professionals are required for all work-based learning experiences as reported for the state dashboard: the college and career indicator. Students and teachers in the trades can build relationships and opportunities to expand and develop their craft; create a contract with the Fire Fighter Apprenticeship Program to facilitate pre-apprenticeship opportunities. Funding provided by being the LEA for state apprenticeship programs are used for trades-related supplies and equipment that include industry-specific certifications.	The Fire Fighter Apprenticeship Program offers a combination of on-the-job raining with classroom instruction to prepare workers for highly-skilled careers. Fresno Unified is the LEA for this apprenticeship program and benefits the district through industry collaboration that opens opportunities for students - such as EMT course expertise.	Targeted participants are the California Fire Fighters apprentices (estimated at 4300 participants) with additional benefit to students in Fresno Unified as we continue to build partnerships with industry. Partners provide work-based learning opportunities that engage students in relevant and authentic learning and align to the district goals of instilling professionalism across a continuum of learning.	In 2025/26, increase the number of students receiving registered pre-apprenticeship opportunities from 169 to 185 pre-apprentices. Current Year 24/25: To date, a total of 115,655 hours for 2110 unduplicated apprentices were reported from July 1 - December 31, 2021; 239,585 hours for 985 unduplicated apprentices were projected for the three apprenticeship programs where Fresno Unified is the LEA. Reporting Training programs include: California Fire Fighter Joint Apprenticeship Committee: Arson & Bomb Investigator, Fire Engineer, Fire Apparatus	From June 2024 to June 2028, the percentage of PK-12th grade students who have successfully completed a work-based learning experience each semester will increase from 71.6% to 81.6%	The percentage of students graduating from high school who are college and career ready based on the CCI will increase from 43% in June 2024 to 64% by June 2030.

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				Engineer, Fire Fighter Diver, Fire Fighter II, Fire Fighter Paramedic, Fire Inspector, Fire Marshal, Fire Officer, Fire Prevention Officer, Fire Suppression Technician, Fire Department Training Officer, Firefighter EMT, Hazardous Materials Technician, Paramedic, Wildland Fire Fighter Specialist, Heavy Fire Equipment Operator.

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Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Ca Fire Fighter Jt Appshp Prog

Yvonne de la Pena

Name:*Yvonne De La Pena , *Title: Executive Director

Nov 20, 2025

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Nov 25, 2025

Date

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Contract: 720550 CA FIRE FIGHTER JT APPSHP PROG

FUSD Contract Administrator:
Kristen.Boroski@fresnounified.org

Attachments

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Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

AGREEMENT FOR APPRENTICESHIP TRAINING PROGRAM
Between
FRESNO UNIFIED SCHOOL DISTRICT
And
CALIFORNIA FIREFIGHTER JOINT APPRENTICESHIP COMMITTEE

This agreement entered into this 1st day of July 2025, by and between the Fresno Unified School District, hereinafter referred to as "District", and the California Firefighter Joint Apprenticeship Committee, hereinafter referred to as "CAL-JAC".

WHEREAS, the CAL-JAC has established Apprenticeship Training Standards which identify the professional levels of competence required of apprentices; and,

WHEREAS, those Apprenticeship Standards specify the training, education, experience, performance objectives, and minimum requirements for professional competence of an apprentice; and,

WHEREAS, the District has approval from the California Department of Education to conduct related and supplemental instruction training programs; and,

WHEREAS, the CAL-JAC and the District will provide related and supplemental instruction for apprentice Fire Fighters, Fire Fighter II's, Fire Apparatus Engineers, Fire Medics, Fire Fighter Divers, Emergency Medical Technicians, Paramedics, Engineers, Fire Officers, Fire Equipment Specialists, Fire Inspectors, Fire Marshals, Fire Prevention Officers, Hazardous Materials Technicians, Fire Department Training Officers, Wildland Fire Fighter Specialists, Arson and Bomb Investigators, Fire Fighter Paramedics, Fire Suppression Technicians and Heavy Fire Equipment Operators, with participating departments under agreements as determined by the CAL-JAC.

NOW THEREFORE, the parties agree:

ARTICLE I – TERM OF AGREEMENT

The term of this agreement shall be July 1, 2025 through June 30, 2026.

ARTICLE II – RESPONSIBILITY OF DISTRICT

1. The District agrees to participate in a training program for eligible apprentices in the CAL-JAC.

2. The District shall contract with the CAL-JAC for all instructional and training services provided in accordance with CAL-JAC standards. The District shall retain 10% of the base rate as income from the apprenticeship revenues generated by the attendance of apprentices for a minimum of 172,453 hours of academy and related and supplemental instruction in each fiscal year during the term of this Agreement. The District shall pay to the CAL-JAC 90% of the base rate generated by apprentice attendance. All classroom hours shall be scheduled in accordance with Section 8152 of the California Education Code. The District obligation hereunder is payable from funds appropriated for the purpose of this Agreement and is contingent upon the establishment of an appropriation as specified in Education Code Section 8152 for each fiscal year this Agreement is in effect or other supplemental appropriations derived from hours of apprenticeship education.

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The District has no obligation for any services, which may have been provided by the CAL-JAC hereunder if such funds are not appropriated and allocated for use by the District for the purposes of this program. The District shall notify the CAL-JAC of any such non-allocation at the earliest possible date.

3. The District shall disburse funds that have been received from the State and owed to the CAL-JAC within 30 days of receiving a CAL-JAC invoice based upon reported attendance.

4. The District shall claim as income, funds received, generated by, or attributed to the Apprenticeship Program such as, but not limited to, funds derived from apprenticeship education revenues pursuant to Sections 8152 and 8153 of Article 8, Chapter 1, Part 6, Title I, of the California Education Code or other appropriations based on hours of apprenticeship education.

ARTICLE III – RESPONSIBILITY OF CAL-JAC

1. The CAL-JAC shall provide or arrange for all instructors, classroom space, required training equipment, and supplies for the prescribed instruction in the CAL-JAC. The District shall have primary right to control and direct the instructional activities of the instructors furnished by the CAL-JAC during the term of this agreement. CAL-JAC will provide sufficient instructional staff possessing the proper credential as established by the District, or as specified in Section 8153.5, Article 8, Chapter 1, Part 6, Title I of the California Education Code.

2. The CAL-JAC shall be responsible for payment of all salary and other employment costs for the instructors directly to and on behalf of all the persons employed for such purposes. The CAL-JAC shall also indemnify and hold the District harmless against any and all claims, which are made for salary or employment/benefits of such instructors for the period covered by the terms of this agreement.

3. The CAL-JAC shall maintain and submit to the District, records of individual apprentice's attendance and achievements within guidelines established by the District.

ARTICLE IV – MISCELLANEOUS

1. All written notices, reports and other written communications under this agreement shall be deemed effective upon their deposit in the United States mail, postage prepaid, and addressed as follows:

   Fresno Unified School District
   Kristen Boroski, Director
   4120 N. First Street
   Fresno, CA 93726

   California Firefighter Joint Apprenticeship Committee
   Attn: Yvonne de la Peña, Executive Director
   1780 Creekside Oaks Drive
   Sacramento, CA 95833

DRAFT

2. Either party may terminate this agreement at the end of any fiscal year by giving written notice to the other party at least thirty (30) days prior to the effective termination date.

3. The District and the CAL-JAC shall, to the extent permitted by law, indemnify and hold each other harmless against any liability whatsoever arising from any act or acts of their employees participating or functioning in the apprenticeship program herein provided.

4. The CAL-JAC reaffirms its commitment to provide equal employment opportunity and an equitable and representative distribution of women and minorities in the California fire services while maintaining existing standards. It is and will continue to be the policy of the CAL-JAC not to discriminate against any applicant on the basis of race, color, national origin, marital status, sex, or other non-job-related reasons. Each member of the CAL-JAC, its staff, and the SubJAC's will extend good faith efforts in accomplishing the goals of the Training Program and the department's affirmative action plan.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Fresno Unified School District

_____

Patrick Jensen, Chief Financial Officer

_____

Date

California Firefighter
Joint Apprenticeship Committee

Yvonne de la Pena

_____

Yvonne de la Pena, Executive Director

Nov 20, 2025

_____

Date

Approved As To Form:

_____

Stacey Sandoval, Executive Director Risk Management

Nov 25, 2025

_____

Date

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California Community Colleges

MEMORANDUM
August 19, 2025

WED 25-46 | Via Email

TO: Chief Executive Officers
Chief Instructional Officers
Chief Business Officers
Career Education Deans
Regional Consortia Chairs

FROM: Anthony Cordova, Vice Chancellor of Workforce and Economic Development

RE: Formal Notification of Related and Supplemental Instruction FY 25-26 Initial Allocations

---

This memorandum is a formal notification of the initial allocation of Related and Supplemental Instruction (RSI) hours funded by 2025-26 appropriations. Upon appropriation by the Legislature, the Chancellor of the California Community Colleges (Chancellor) is responsible for allocating funds for apprenticeship programs in good standing and approved pursuant to Chapter 4 of Division 3 of the California Labor Code, consistent with subdivision (e) of Education Code Section 8152 or 79149.3 to reimburse RSI maintained by a school district (collectively referred to as LEA), a county office of education (also referred to as LEA), or a community college district.

In 2025-26, the Legislature appropriated a total of $98,107,000 for RSI reimbursement. This is an overall increase of $2,567,000 from 2024-25. The 2025-26 schedule breakdown is as follows:

Budget Act Schedule	Institution	Initial Dollars Allocated
Schedule 2	Community College District	$35,622,000
Schedule 3	Local Education Agency	$62,485,000
Total		**$98,107,000**

A list of LEAs, community college districts and their 2025-26 initial allocations is included in this memorandum. There was a cost-of-living adjustment (COLA) RSI hourly rate increase from $10.05 to $10.32 in the 2025-26 Budget Act. The 2025-26 allocation amounts are projected based on hours reported by LEAs and community college districts during ReCalc for 2023-24, taking into consideration the COLA increase. There will be a final funding adjustment for 2025-26 after the ReCalc reports in NOVA are received, which are currently due Nov. 1, 2026.

Chancellor's Office, Workforce and Economic Development Division
1102 Q Street, Sacramento, CA 95811 | 916.445.8752 | www.cccco.edu

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Fiscal Reporting Reminder

Fiscal reports are still due in NOVA with Chief Business Officer (CBO) certification by the deadline. Failure to submit fiscal reports with CBO certification by the deadline may impact funding.

Reporting Schedule

Reporting Period	Due Date	Description
Budget Year Projection	Oct. 1	Please include an estimate of the RSI hours that will be provided in the Budget Year (the following fiscal year), including each program/occupation combination that the LEA or community college district plans to report hours for, the number of hours allocated to each program, and the number of unduplicated apprentices anticipated to receive instruction.
P1	Jan. 31	Please include all confirmed RSI hours that were provided starting July 1 through Dec. 31. Identify each program/occupation combination that provided instruction, the number of hours of instruction provided by that program/occupation combination, and the number of unduplicated apprentices that received instruction through that program/occupation combination. Only report confirmed RSI hours if it is unclear whether instruction occurred, do not report those hours. If any apprentices received instruction, but then dropped out or were removed from the program, those apprentices and hours should be counted.
P2	May 31	Please include all confirmed RSI hours that were provided starting July 1 through April 30. Identify each program/occupation combination that provided RSI, the number of RSI hours provided by that program/occupation combination, and the number of unduplicated apprentices that received instruction through that program/occupation combination. Only report confirmed RSI hours if it is unclear whether instruction occurred, do not report those hours.

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Important to Note

1. It is imperative that LEAs and community college districts provide accurate and timely submissions during every reporting period. Although the California Community College Chancellor's Office (Chancellor's Office) may send periodic reminders, it is the responsibility of the LEA and community college district to ensure their reports are accurately submitted and approved by their CBO or equivalent prior to the deadline.

2. The Chancellor's Office is unaware of staffing changes. Therefore, it is the responsibility of the LEAs and community college districts to ensure access is granted as required. The Chancellor's Office may support with granting access as needed.

3. RSI payout will be based primarily on recalculation data submitted, subject to availability of funding. Any LEA or community college district that does not submit their recalculation report and have CBO or equivalent certify their recalculation submission by the Nov. 1, 2026 deadline is subject to a subsequent impact on funding paid out. Furthermore, failing to report by the Nov. 1, 2026 recalculation deadline will mean that the LEA or community college district may not receive further funding from the total funds available from the recalculation for that fiscal year. RSI reports which are approved during the Budget Year Projection, P1, and P2 periods do not guarantee LEA or community college district will receive the funding.

4. Although payment is made based on recalculation data, all reports must still be submitted and approved by the deadlines specified.

5. RSI hours must be specific to RSI instruction, not On the Job Training hours. Any compensation for OJT hours may not be double counted for RSI funding.

For questions regarding the allocation of RSI dollars, please contact our Apprenticeship Team via email at Apprenticeship@CCCCO.edu.

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Initial RSI Allocations

Budget Act Schedule	Institution	Initial Hours Allocated	Initial Dollars Allocated
Schedule 2	Allan Hancock Joint Community College District	2,496	$25,759
Schedule 2	Butte-Glenn Community College District	20,609	$212,685
Schedule 2	Cerritos Community College District	196,441	$2,027,271
Schedule 2	Chabot-Las Positas Community College District	360,742	$3,722,857
Schedule 2	Contra Costa Community College District	87,537	$903,382
Schedule 2	Foothill-De Anza Community College District	452,624	$4,671,080
Schedule 2	Hartnell Community College District	7,242	$74,737
Schedule 2	Imperial Community College District	5,133	$52,973
Schedule 2	Kern Community College District	0	$0
Schedule 2	Los Angeles Community College District	3,621	$37,369
Schedule 2	Los Rios Community College District	768,060	$7,926,381
Schedule 2	Napa Valley Community College District	13,640	$140,765
Schedule 2	Palomar Community College District	267,611	$2,761,746

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Budget Act Schedule	Institution	Initial Hours Allocated	Initial Dollars Allocated
Schedule 2	Rancho Santiago Community College District	577,194	$5,956,642
Schedule 2	Rio Hondo Community College District	205,760	$2,123,443
Schedule 2	Riverside Community College District	172,867	$1,783,987
Schedule 2	San Diego Community College District	32,067	$330,931
Schedule 2	San Francisco Community College District	35,877	$370,251
Schedule 2	San Joaquin Delta Community College District	80,773	$833,577
Schedule 2	San Jose-Evergreen Community College District	36,969	$381,520
Schedule 2	San Mateo County Community College District	45,154	$465,989
Schedule 2	Sonoma County Community College District	30,040	$310,013
Schedule 2	State Center Community College District	2,280	$23,530
Schedule 2	West Valley-Mission Community College District	44,032	$454,410
Schedule 2	Yosemite Community College District	2,975	$30,702
TOTAL		**3,451,744**	**$35,622,000**

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Budget Act Schedule	Institution	Initial Hours Allocated	Initial Dollars Allocated
Schedule 3	Anaheim Union High	265,095	$2,735,782
Schedule 3	Butte County Office of Education	326,518	$3,369,666
Schedule 3	Castro Valley Unified	43,938	$453,442
Schedule 3	Central Unified	15,612	$161,119
Schedule 3	Fresno County Office of Education	32,673	$337,185
Schedule 3	Fresno Unified	198,511	$2,048,632
Schedule 3	Grossmont Union High	423,221	$4,367,640
Schedule 3	Hacienda la Puente Unified	818,285	$8,444,700
Schedule 3	Hayward Unified	56,758	$585,743
Schedule 3	Los Angeles County Office of Education	433,567	$4,474,411
Schedule 3	Los Angeles Unified	1,104,864	$11,402,196
Schedule 3	Martinez Unified	78,324	$808,304
Schedule 3	Napa Valley Unified	32,044	$330,692
Schedule 3	Petaluma Joint Union High	4,112	$42,436
Schedule 3	Pleasanton Unified	529,717	$5,466,678
Schedule 3	Sacramento City Unified	71,963	$742,658
Schedule 3	Sacramento County Office of Education	180,747	$1,865,309
Schedule 3	San Bernardino City Unified	18,602	$191,973
Schedule 3	San Diego County Office of Education	0	$0

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Budget Act Schedule	Institution	Initial Hours Allocated	Initial Dollars Allocated
Schedule 3	San Joaquin County Office of Education	945,433	$9,756,872
Schedule 3	San Jose Unified	65,144	$672,286
Schedule 3	San Juan Unified	130,247	$1,344,146
Schedule 3	San Lorenzo (Eden Area ROP)	85,272	$880,010
Schedule 3	San Luis Obispo County Office of Education	1,880	$19,402
Schedule 3	Shasta County Office of Education	961	$9,913
Schedule 3	Stanislaus County Office of Education	21,633	$223,253
Schedule 3	Sweetwater Union High	3,598	$37,131
Schedule 3	Turlock Unified	90,374	$932,660
Schedule 3	Ventura County Office of Education	28,087	$289,858
Schedule 3	Yuba County Office of Education	7,449	$76,874
Total		**6,014,629**	**$62,070,971**

cc: Gary W. Adams, Dean of Apprenticeship, Adult Education, and Contract Education

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2309 Tulare Street,
Fresno, CA 93721
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www.fresnounified.org

Fresno Unified School District
PURCHASING

Contract Routing Form

Completed Independent Contract Agreement Attached

Contract Number: 243635

Federal Funding Will Not Be Used

Ca Fire Fighter Jt Appshp Prog	*1780 Creekside Oaks Ste 201 , Sacramento, Ca, 95833*
Vendor Name	*Address*
916-648-1717	Yvonne De La Pena
Phone Number	*Vendor Contact*
Term (Duration) From: 7/1/2025	**Through: 6/30/2026**
FUSD Contract Administrator: Jeremy.Ward@fresnounified.org	**Career Education**
Name	*Site/Dept*

Budget (Fund-Unit-Dept.-Activity-Function-Object) 030 6350 0710 5899 1110 1000

Contract Amount: $1,537,224.89 **Estimated**

Scope of Work Summary: *Fresno* Unified *School District Is The Lea (Local Education Agency) Awarded Funds For State Approved Joint Apprenticeship Programs Approved By The California Community Colleges Chancellors Office.*
FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

Routing Order:

1) Reviewed & approved by **Department:** Kristen M Boroski

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

3) Vendor Yvonne de la Pena

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

5) Reviewed & approved by **Chief Financial Officer:** Patrick Jensen (Jun 26, 2025 16:24 PDT)

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

Routing:June Board Date(if applicable): 6/18/2025

Procurement Detail |

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Fresno Unified School District
PURCHASING

Independent Contractor Services Agreement

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

GENERAL INFORMATION Contract Number: *243635* Funding: *Federal Funding Will Not Be Used*

School/Department Budget:	**030 6350 0710 5899 1110 1000**
Contractor's Vendor Name:	***Ca Fire Fighter Jt Appshp Prog***
Contractor's Contact Person:	**Yvonne De La Pena**
Contractor's Title:	***Executive Director***
Contractor's Telephone Number:	**916-648-1717**
Contractor's E-mail:	***Ydelapena@Cpf.Org***
Contractor's Address:	***1780 Creekside Oaks Ste 201 , Sacramento, Ca, 95833***

This Independent Contractor Services Agreement is made and entered into effective 7/1/2025 (the "Effective Date") by Fresno Unified School District("District") and , ***Ca Fire Fighter Jt Appshp Prog*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: The California Community Colleges Chancellor's Office Apprenticeship Programs objective is to expand the apprenticeship model to non-traditional fields in growing and emerging industries throughout California's regional economies. It is intended to fund innovative approaches to expand access to apprenticeship training programs to underrepresented populations. The apprenticeship objectives will both provide career pathways to segments of our population that are inordinately represented in low-paying occupations and provide key industries with a skilled workforce. The California Community Colleges Chancellor's Office awards funds to Local Educational Agencies receiving Related and Supplemental Instruction (RSI) and identifies the state-approved apprenticeship training programs.

CA Firefighter Joint Apprenticeship Training Program for firefighters will bill Fresno Unified, the local educational agency, for a minimum of 169,953 hours with an RSI hourly rate of $10.05. Fresno Unified withholds 10% for indirect fees.

b.) REQUIREMENTS: Hours will be billed during the term of agreement, July 1, 2025 - June 30, 2026. Minimum hours to be billed 169,953 with an RSI hourly rate of $10.05.

c.) SPECIFIC TASKS: N/A

d.) DELIVERABLES AND DELIVERY SCHEDULE: Hours will be billed during the term of agreement, July 1, 2025 - June 30, 2026.

e.) NOTICE REGARDING LATE DELIVERY: N/A

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f.) PERSONNEL/KEY PERSONNEL: Yvonne de la Pena, Executive Director, oversees the submission and reporting of apprenticeship hours to Fresno Unified.

g.) GENERAL ACCEPTANCE CRITERIA: N/A

h.) LOCATION/HOURS OF WORK: Minimum of 169,953 apprenticeship hours.

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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 apprenticeship programs require an LEA to serve as the fiscal agent to meet state compliance. Many LEAs face challenges in building and sustaining the necessary partnerships with trade organizations which limits the expansion of high-quality pre-apprenticeship and apprenticeship opportunities for students. Without these partnerships, students miss out on critical pathways reported in the CCI (College and Career Indicator) and lack the social capital needed to successfully transition into the workforce	Working with industry and business professionals are required for all work-based learning experiences as reported for the state dashboard: the college and career indicator. Students and teachers in the trades can build relationships and opportunities to expand and develop their craft; create a contract with the Fire Fighter Apprenticeship Program to facilitate pre-apprenticeship opportunities. Funding provided by being the LEA for state apprenticeship programs are used for trades-related supplies and equipment that include industry-specific certifications.	The Fire Fighter Apprenticeship Program offers a combination of on-the-job raining with classroom instruction to prepare workers for highly-skilled careers. Fresno Unified is the LEA for this apprenticeship program and benefits the district through industry collaboration that opens opportunities for students - such as EMT course expertise.	Targeted participants are the California Fire Fighters apprentices (estimated at 4300 participants) with additional benefit to students in Fresno Unified as we continue to build partnerships with industry. Partners provide work-based learning opportunities that engage students in relevant and authentic learning and align to the district goals of instilling professionalism across a continuum of learning.	In 2025/26, increase the number of students receiving registered pre-apprenticeship opportunities from 169 to 185 pre-apprentices. Current Year 24/25: To date, a total of 115,655 hours for 2110 unduplicated apprentices were reported from July 1 - December 31, 2021; 239,585 hours for 985 unduplicated apprentices were projected for the three apprenticeship programs where Fresno Unified is the LEA. Reporting Training programs include: California Fire Fighter Joint Apprenticeship Committee: Arson & Bomb Investigator, Fire Engineer, Fire Apparatus	From June 2024 to June 2028, the percentage of PK-12th grade students who have successfully completed a work-based learning experience each semester will increase from 71.6% to 81.6%	The percentage of students graduating from high school who are college and career ready based on the CCI will increase from 43% in June 2024 to 64% by June 2030.

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Engineer, Fire Fighter Diver, Fire Fighter II, Fire Fighter Paramedic, Fire Inspector, Fire Marshal, Fire Officer, Fire Prevention Officer, Fire Suppression Technician, Fire Department Training Officer, Firefighter EMT, Hazardous Materials Technician, Paramedic, Wildland Fire Fighter Specialist, Heavy Fire Equipment Operator.

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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 $1,537,224.89. Checks will be made payable to , ***Ca Fire Fighter Jt Appshp Prog***. 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): $1,537,224.89
   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 _____

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.

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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

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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 _____ District's initials _____

19. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

20. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

21. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

22. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

23. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and

the terms and conditions hereof may be waived, only by a written instrument signed by the Parties or, in the case of a waiver, by the Party waiving compliance. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Fresno, California.

25. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all 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

Contractor: ***Ca Fire Fighter Jt Appshp Prog***

Name: **Yvonne De La Pena**

Address: ***1780 Creekside Oaks Ste 201 , Sacramento, Ca, 95833***

c: Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

27. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements 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.

DRAFT

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

Jun 26, 2025

Date

CONTRACTOR

Ca Fire Fighter Jt Appshp Prog

Name: **Yvonne De La Pena** , *Title: Executive Director*

Jun 16, 2025

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Jun 17, 2025

Date

DRAFT

Contract: 243635 CA FIRE FIGHTER JT APPSHP PROG

FUSD Contract Administrator:
Jeremy.Ward@fresnounified.org

Attachments

DRAFT

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

California Community Colleges

MEMORANDUM
August 15, 2024

ESLEI 24-44 | Via Email

TO: Chief Executive Officers
Chief Instructional Officers
Chief Business Officers
Career Education Deans
Regional Consortia Chairs

FROM: Anthony Cordova,
Vice Chancellor of Workforce and Economic Development

RE: Formal Notification of Related and Supplemental Instruction FY24-25 Initial Allocations

DRAFT

This memorandum is a formal notification of the initial allocation of related and supplemental instruction (RSI) hours funded by the FY24-25 appropriations. Upon appropriation by the Legislature, the Chancellor of the California Community Colleges (Chancellor) is responsible for allocating funds for apprenticeship programs in good standing and approved pursuant to Chapter 4 of Division 3 of the Labor Code consistent with subdivision (e) of Education Code Section 8152 or 79149.3 to reimburse RSI maintained by a school district, a county office of education, or a community college (collectively referred to as LEAs).

In FY24-25, the Legislature appropriated a total of $95,540,000 for RSI reimbursement. This is an overall increase of $2,099,000 million from FY23-24. The FY24-25 schedule breakdown is as follows:

Budget Act Schedule	Institution	Initial Dollars Allocated
Schedule 2	CCD	$34,690,000
Schedule 3	LEA	$60,850,000
	Total	**$95,540,000**

Of the funds allocated to Schedule 3, K12 LEAs, a total of $1,133,000 will be used to reimburse apprenticeship programs for eligible related and supplemental instruction hours from FY21-22 and FY22-23, as indicated in the 24-25 Budget Act.

The increase in the RSI appropriation was dedicated to increasing the hourly rate of RSI funding from $9.98 to $10.05. The FY24-25 allocation amounts are based on Projected hours reported by LEAs in FY22-23. Therefore, an adjustment to the number of reimbursable hours for each schedule

will be made during ReCal. A list of LEAs and their FY24-25 initial allocations is included in this memorandum, starting on page 3.

Should you have any questions, regarding the allocation of RSI dollars, please contact our apprenticeship team via email at Apprenticeship@CCCCO.edu.

Initial RSI Allocations

Budget Act Schedule	Institution	Initial Hours Allocated	Initial Dollars Allocated
Schedule 2	Allan Hancock Joint CCD	5,546	$55,735
Schedule 2	Butte-Glenn CCD	2,446	$24,580
Schedule 2	Cerritos CCD	268,786	$2,701,295
Schedule 2	Chabot-Las Positas CCD	175,472	$1,763,496
Schedule 2	Contra Costa CCD	79,745	$801,441
Schedule 2	Foothill-DeAnza CCD	540,571	$5,432,742
Schedule 2	Hartnell CCD	8,752	$87,961
Schedule 2	Imperial CCD	4,456	$44,786
Schedule 2	Kern CCD	36,803	$369,868
Schedule 2	Los Angeles CCD	3,352	$33,690
Schedule 2	Los Rios CCD	699,652	$7,031,498
Schedule 2	Napa Valley CCD	14,771	$148,449
Schedule 2	Palomar CCD	257,137	$2,584,225
Schedule 2	Rancho Santiago CCD	620,856	$6,239,605
Schedule 2	Rio Hondo CCD	276,986	$2,783,708
Schedule 2	Riverside CCD	77,923	$783,123
Schedule 2	San Diego CCD	44,038	$442,585
Schedule 2	San Francisco CCD	32,136	$322,967
Schedule 2	San Joaquin Delta CCD	68,037	$683,770
Schedule 2	San Jose-Evergreen CCD	21,655	$217,634
Schedule 2	San Mateo County CCD	55,232	$555,086
Schedule 2	Sonoma County CCD	40,323	$405,243
Schedule 2	State Center CCD	64,276	$645,974
Schedule 2	West Valley-Mission CCD	41,782	$419,908
Schedule 2	Yosemite CCD	449	$4,516
Schedule 2	**TOTAL**	**3,441,182**	**34,583,885**

DRAFT

Budget Act Schedule	Institution	Initial Hours Allocated	Initial Dollars Allocated
Schedule 3	Anaheim Union High	260,792	$ 2,620,963
Schedule 3	Butte COE	326,518	$ 3,281,502
Schedule 3	Castro Valley Unified	40,361	$ 405,625
Schedule 3	Central Unified	15,062	$ 151,376
Schedule 3	Fresno COE	31,631	$ 317,889
Schedule 3	Fresno Unified	194,016	$ 1,949,857
Schedule 3	Grossmont Union High	414,214	$ 4,162,854
Schedule 3	Hacienda la Puente Unified	781,663	$ 7,855,710
Schedule 3	Hayward Unified	85,539	$ 859,672
Schedule 3	Los Angeles COE	479,931	$ 4,823,309
Schedule 3	Los Angeles Unified	1,124,913	$ 11,305,372
Schedule 3	Martinez Unified	78,324	$ 787,157
Schedule 3	Napa Valley Unified	27,847	$ 279,861
Schedule 3	Petaluma Joint Union High	4,112	$ 41,325
Schedule 3	Pleasanton Unified	487,026	$ 4,894,613
Schedule 3	Sacramento City Unified	71,964	$ 723,236
Schedule 3	Sacramento COE	180,748	$ 1,816,517
Schedule 3	San Bernardino City Unified	28,244	$ 283,854
Schedule 3	San Diego Co. Office of Education	0	0
Schedule 3	San Joaquin COE	775,209	$ 7,790,846
Schedule 3	San Jose Unified	84,733	$ 851,563
Schedule 3	San Juan Unified	128,731	$ 1,293,750
Schedule 3	San Lorenzo (Eden Area ROP)	63,262	$ 635,782
Schedule 3	San Luis Obispo COE	4,855	$ 48,789
Schedule 3	Shasta COE	909	$ 9,140
Schedule 3	Stanislaus COE	26,728	$ 268,615
Schedule 3	Sweetwater Union High	2,731	$ 27,445
Schedule 3	Turlock Unified	90,374	$ 908,259
Schedule 3	Ventura COE	31,268	$ 314,245
Schedule 3	Yuba COE	12,050	$ 121,107
Schedule 3	**TOTAL**	**$5,853,755**	**$ 58,830,233**

cc: Gary W. Adams,
Dean of Apprenticeship and Adult Education

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AGREEMENT FOR APPRENTICESHIP TRAINING PROGRAM
Between
FRESNO UNIFIED SCHOOL DISTRICT
And
CALIFORNIA FIREFIGHTER JOINT APPRENTICESHIP COMMITTEE

This agreement entered into this 1st day of July 2025, by and between the Fresno Unified School District, hereinafter referred to as "District", and the California Firefighter Joint Apprenticeship Committee, hereinafter referred to as "CAL-JAC".

WHEREAS, the CAL-JAC has established Apprenticeship Training Standards which identify the professional levels of competence required of apprentices; and,

WHEREAS, those Apprenticeship Standards specify the training, education, experience, performance objectives, and minimum requirements for professional competence of an apprentice; and,

WHEREAS, the District has approval from the California Department of Education to conduct related and supplemental instruction training programs; and,

WHEREAS, the CAL-JAC and the District will provide related and supplemental instruction for apprentice Fire Fighters, Fire Fighter II's, Fire Apparatus Engineers, Fire Medics, Fire Fighter Divers, Emergency Medical Technicians, Paramedics, Engineers, Fire Officers, Fire Equipment Specialists, Fire Inspectors, Fire Marshals, Fire Prevention Officers, Hazardous Materials Technicians, Fire Department Training Officers, Wildland Fire Fighter Specialists, Arson and Bomb Investigators, Fire Fighter Paramedics, Fire Suppression Technicians and Heavy Fire Equipment Operators, with participating departments under agreements as determined by the CAL-JAC.

NOW THEREFORE, the parties agree:

ARTICLE I – TERM OF AGREEMENT

The term of this agreement shall be July 1, 2025 through June 30, 2026.

ARTICLE II – RESPONSIBILITY OF DISTRICT

1. The District agrees to participate in a training program for eligible apprentices in the CAL-JAC.

2. The District shall contract with the CAL-JAC for all instructional and training services provided in accordance with CAL-JAC standards. The District shall retain 10% of the base rate as income from the apprenticeship revenues generated by the attendance of apprentices for a minimum of 169,953 hours of academy and related and supplemental instruction in each fiscal year during the term of this Agreement. The District shall pay to the CAL-JAC 90% of the base rate generated by apprentice attendance. All classroom hours shall be scheduled in accordance with Section 8152 of the California Education Code. The District obligation hereunder is payable from funds appropriated for the purpose of this Agreement and is contingent upon the establishment of an appropriation as specified in Education Code Section 8152 for each fiscal year this Agreement is in effect or other supplemental appropriations derived from hours of apprenticeship education.

DRAFT

The District has no obligation for any services, which may have been provided by the CAL-JAC hereunder if such funds are not appropriated and allocated for use by the District for the purposes of this program. The District shall notify the CAL-JAC of any such non-allocation at the earliest possible date.

3. The District shall disburse funds that have been received from the State and owed to the CAL-JAC within 30 days of receiving a CAL-JAC invoice based upon reported attendance.

4. The District shall claim as income, funds received, generated by, or attributed to the Apprenticeship Program such as, but not limited to, funds derived from apprenticeship education revenues pursuant to Sections 8152 and 8153 of Article 8, Chapter 1, Part 6, Title I, of the California Education Code or other appropriations based on hours of apprenticeship education.

ARTICLE III – RESPONSIBILITY OF CAL-JAC

1. The CAL-JAC shall provide or arrange for all instructors, classroom space, required training equipment, and supplies for the prescribed instruction in the CAL-JAC. The District shall have primary right to control and direct the instructional activities of the instructors furnished by the CAL-JAC during the term of this agreement. CAL-JAC will provide sufficient instructional staff possessing the proper credential as established by the District, or as specified in Section 8153.5, Article 8, Chapter 1, Part 6, Title I of the California Education Code.

2. The CAL-JAC shall be responsible for payment of all salary and other employment costs for the instructors directly to and on behalf of all the persons employed for such purposes. The CAL-JAC shall also indemnify and hold the District harmless against any and all claims, which are made for salary or employment/benefits of such instructors for the period covered by the terms of this agreement.

3. The CAL-JAC shall maintain and submit to the District, records of individual apprentice's attendance and achievements within guidelines established by the District.

ARTICLE IV – MISCELLANEOUS

1. All written notices, reports and other written communications under this agreement shall be deemed effective upon their deposit in the United States mail, postage prepaid, and addressed as follows:

Fresno Unified School District
Kristen Boroski, Director
4120 N. First Street
Fresno, CA 93726

California Firefighter Joint Apprenticeship Committee
Attn: Yvonne de la Peña, Executive Director
1780 Creekside Oaks Drive
Sacramento, CA 95833

DRAFT

2. Either party may terminate this agreement at the end of any fiscal year by giving written notice to the other party at least thirty (30) days prior to the effective termination date.

3. The District and the CAL-JAC shall, to the extent permitted by law, indemnify and hold each other harmless against any liability whatsoever arising from any act or acts of their employees participating or functioning in the apprenticeship program herein provided.

4. The CAL-JAC reaffirms its commitment to provide equal employment opportunity and an equitable and representative distribution of women and minorities in the California fire services while maintaining existing standards. It is and will continue to be the policy of the CAL-JAC not to discriminate against any applicant on the basis of race, color, national origin, marital status, sex, or other non-job-related reasons. Each member of the CAL-JAC, its staff, and the SubJAC's will extend good faith efforts in accomplishing the goals of the Training Program and the department's affirmative action plan.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Fresno Unified School District

Patrick Jensen (Aug 13, 2025 15:03:43 PDT)

Patrick Jensen
Interim Chief Financial Officer

Date: Aug 13, 2025

California Firefighter
Joint Apprenticeship Committee

Yvonne de la Peña

Yvonne de la Peña
Executive Director

Date: 7/3/25

Approved As To Form

Stacey Sandoval
Executive Director Risk Management

Date: Aug 13, 2025

DRAFT

CA FIRE FIGHTER JOINT APPRENTICESHIP - CONTRACT 243635

Final Audit Report 2025-08-13

Created:	2025-08-12
By:	Amy Koehler (amy.koehler@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXnhRAXFgeGZmfYvuqpG4_yThYVZDsYhx

"CA FIRE FIGHTER JOINT APPRENTICESHIP - CONTRACT 243635" History

Document created by Amy Koehler (amy.koehler@fresnounified.org)
2025-08-12 - 6:25:59 PM GMT

Document emailed to Stacey Sandoval (stacey.sandoval@fresnounified.org) for signature
2025-08-12 - 6:28:03 PM GMT

Email viewed by Stacey Sandoval (stacey.sandoval@fresnounified.org)
2025-08-12 - 8:48:57 PM GMT

Document e-signed by Stacey Sandoval (stacey.sandoval@fresnounified.org)
Signature Date: 2025-08-13 - 9:38:43 PM GMT - Time Source: server

Document emailed to Patrick Jensen (patrick.jensen@fresnounified.org) for signature
2025-08-13 - 9:38:47 PM GMT

Email viewed by Patrick Jensen (patrick.jensen@fresnounified.org)
2025-08-13 - 10:03:09 PM GMT

Document e-signed by Patrick Jensen (patrick.jensen@fresnounified.org)
Signature Date: 2025-08-13 - 10:03:43 PM GMT - Time Source: server

Agreement completed.
2025-08-13 - 10:03:43 PM GMT

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Adobe Acrobat Sign

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify Agreement for Joint Apprenticeship Training Fund – Fresno Electrical Joint Apprentice and Training Committee

ITEM DESCRIPTION: Included in the Board material is a ratified agreement for the Fresno Electrical Joint Apprenticeship and Training Committee. The California Community Colleges Chancellor's Office released an update that includes Joint Apprenticeship Award funding for Local Educational Agencies (LEAs) that receive Related and Supplemental Instruction (RSI). The agreement with Fresno Electrical Joint Apprenticeship and Training Committee was originally approved with the June bundle contracts in the amount of $158,029. The new allocation is $187,662 for 22,176 RSI hours.

Fresno Unified School District is the LEA awarded funds for State-Approved Joint Apprenticeship Programs approved by the California Community Colleges Chancellor's Office. The Apprenticeship Program's objective is to expand the apprenticeship model to non-traditional fields in growing and emerging industries throughout California's regional economies. It is intended to fund innovative approaches to expand access to apprenticeship training programs to underrepresented populations.

Fresno Unified retains 18% of the base rate of the allocated funds for the Fresno Electrical Joint Apprenticeship and Training Committee, as the LEA. Retained for Fresno Unified, as income from the apprenticeship revenue is $41,194.

FINANCIAL SUMMARY: Sufficient funds in the amount of $187,662 are available in the Apprenticeship Program budget.

PREPARED BY: Jeremy Ward, Assistant Superintendent

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

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

Carlos Castillo (Dec 4, 2025 16:05:06 PST)

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

Contract Routing Form

Re: Completed Amendment to Contract Attached

Contract Number: 243617

Federal Funding Will Not Be Used

Fresno Electrical Jatc	***5420 E Hedges , Fresno, Ca, 93727***
Vendor Name	***Address***
559-251-5174	**William Torrence**
Phone Number	***Vendor Contact***
Term (Duration) From: 7/1/2025	**Through: 6/30/2026**
FUSD Contract Administrator: **Kristen.Boroski@fresnounified.org** **Jeremy.Ward@fresnounified.org**	**Career Education**
Name	***Site/Dept***

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

030	6350	0710	5899	1110	1000
030	6350	0710	5899	3800	1000

Original Contract: $158,029.42
Amended Contract: $187,662.00

Estimated

Scope of Work Summary: *Fresno* Unified *School District Is The Lea (Local Education Agency) Awarded Funds For State Approved Joint Apprenticeship Programs Approved By The California Community Colleges Chancellors Office.*

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

Routing Order:

1) Reviewed & approved by **Department:** Kristen M Boroski

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

3) Vendor William Torrence — William Torrence (Nov 20, 2025 08:18:38 PST)

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

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

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

Routing:June 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: *243617* Funding: *Federal Funding Will Not Be Used*

	030	**6350**	**0710**	**5899**	**1110**	**1000**
School/Department Budget:	**030**	**6350**	**0710**	**5899**	**3800**	**1000**

Contractor's Vendor Name: ***Fresno Electrical Jatc***

Contractor's Contact Person: **William Torrence**

Contractor's Title: ***Training Director***

Contractor's Telephone Number: **559-251-5174**

Contractor's E-mail: ***Wtorrence@Fresnojatc.Org***

Contractor's Address: ***5420 E Hedges , Fresno, Ca, 93727***

Original Contract Amount: **$158,029.42** Original Contract Board Approval: **06/18/2025 C-12**

This Amendment Contract Amount: **$187,662.00**

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

This Independent Contractor Services Agreement is made and entered into effective 7/1/2025 (the "Effective Date") by Fresno Unified School District ("District") and ***Fresno Electrical Jatc*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: The California Community Colleges Chancellor's Office Apprenticeship Programs objective is to expand the apprenticeship model to non-traditional fields in growing and emerging industries throughout California's regional economies. It is intended to fund innovative approaches to expand access to apprenticeship training programs to underrepresented populations. The apprenticeship objectives will both provide career pathways to segments of our population that are inordinately represented in low-paying occupations and provide key industries with a skilled workforce. The California Community Colleges Chancellor's Office awards funds to Local Educational Agencies receiving Related and Supplemental Instruction (RSI) and identifies the state-approved apprenticeship training programs.

Fresno Electrical JATC Apprenticeship Training Committee (Inside Wireman Apprenticeship) will bill Fresno Unified, the local educational agency, for a minimum of 22,176 hours with an RSI hourly rate of $10.32. Fresno Unified withholds 18% for indirect fees.

b.) REQUIREMENTS: Hours will be billed during the term of agreement, July 1, 2025 - June 30, 2026. Minimum hours to be billed 22,176 with an RSI hourly rate of $10.32.

c.) SPECIFIC TASKS: N/A

d.) DELIVERABLES AND DELIVERY SCHEDULE: Hours will be billed during the term of agreement, July 1, 2025 - June 30, 2026.

e.) NOTICE REGARDING LATE DELIVERY: N/A

f.) PERSONNEL/KEY PERSONNEL: William Torrence, Training Director, oversees the submission and reporting of apprenticeship hours to Fresno Unified.

g.) GENERAL ACCEPTANCE CRITERIA: N/A

h.) LOCATION/HOURS OF WORK: Minimum of 22,176 apprenticeship hours.

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 apprenticeship programs require an LEA to be the fiscal contact for state compliance. Additional partnerships specific to the trades helps to support our work with pre-apprenticeships and apprenticeships (as reported in the CCI) and the building of social capital for students	Working with industry and business professionals are required for all work-based learning experiences as reported for the state dashboard: the college and career indicator. Students and teachers in the trades can build relationships and opportunities to expand and develop their craft; create a contract with the Fresno Electrical Apprenticeship Program to facilitate pre-apprenticeship opportunities. Funding provided by being the LEA for state apprenticeship programs are used for trades-related supplies and equipment that lead industry-specific certifications.	The Fresno Electrical Apprenticeship Program offers a combination of on-the-job raining with classroom instruction to prepare workers for highly-skilled careers. Fresno Unified is the LEA for this apprenticeship program and benefits the district through industry collaboration that opens opportunities for students such as receiving expertise in specific trades areas within the electrician field.	Targeted participants are the Fresno Electrical apprentices with additional benefit to students in Fresno Unified as we continue to build partnerships with industry. Partners provide work-based learning opportunities that engage students in relevant and authentic learning and align to the district goals of instilling professionalism across a continuum of learning.	In 2025/26, increase the number of students receiving registered pre-apprenticeship opportunities from 169 to 185 pre-apprentices. Current Year 24/25: To date, a total of 115,655 hours for 2110 unduplicated apprentices were reported from July 1 - December 31, 2021; 239,585 hours for 985 unduplicated apprentices were projected for the three apprenticeship programs where Fresno Unified is the LEA. The Fresno, Madera, Kings and Tulare Counties Electrical Industries JATC Inside Wireman Electrician reported 13,635 hours for 191 unduplicated apprentices during	From June 2024 to June 2028, the percentage of PK-12th grade students who have successfully completed a work-based learning experience each semester will increase from 71.6% to 81.6%	The percentage of students graduating from high school who are college and career ready based on the CCI will increase from 43% in June 2024 to 64% by June 2030.

			the July 1-December 31, 2024 reporting period.		

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Fresno Electrical Jatc

William Torrence
William Torrence (Nov 20, 2025 08:18:38 PST)

Name:*William Torrence *, Title: Training Director

Nov 20, 2025

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Nov 21, 2025

Date

Contract: 720545 FRESNO ELECTRICAL JATC

FUSD Contract Administrator:
Kristen.Boroski@fresnounified.org
Jeremy.Ward@fresnounified.org

Attachments

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

California Community Colleges

MEMORANDUM
August 19, 2025

WED 25-46 | Via Email

TO: Chief Executive Officers
Chief Instructional Officers
Chief Business Officers
Career Education Deans
Regional Consortia Chairs

FROM: Anthony Cordova, Vice Chancellor of Workforce and Economic Development

RE: Formal Notification of Related and Supplemental Instruction FY 25-26 Initial Allocations

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This memorandum is a formal notification of the initial allocation of Related and Supplemental Instruction (RSI) hours funded by 2025-26 appropriations. Upon appropriation by the Legislature, the Chancellor of the California Community Colleges (Chancellor) is responsible for allocating funds for apprenticeship programs in good standing and approved pursuant to Chapter 4 of Division 3 of the California Labor Code, consistent with subdivision (e) of Education Code Section 8152 or 79149.3 to reimburse RSI maintained by a school district (collectively referred to as LEA), a county office of education (also referred to as LEA), or a community college district.

In 2025-26, the Legislature appropriated a total of $98,107,000 for RSI reimbursement. This is an overall increase of $2,567,000 from 2024-25. The 2025-26 schedule breakdown is as follows:

Budget Act Schedule	Institution	Initial Dollars Allocated
Schedule 2	Community College District	$35,622,000
Schedule 3	Local Education Agency	$62,485,000
Total		**$98,107,000**

A list of LEAs, community college districts and their 2025-26 initial allocations is included in this memorandum. There was a cost-of-living adjustment (COLA) RSI hourly rate increase from $10.05 to $10.32 in the 2025-26 Budget Act. The 2025-26 allocation amounts are projected based on hours reported by LEAs and community college districts during ReCalc for 2023-24, taking into consideration the COLA increase. There will be a final funding adjustment for 2025-26 after the ReCalc reports in NOVA are received, which are currently due Nov. 1, 2026.

Fiscal Reporting Reminder

Fiscal reports are still due in NOVA with Chief Business Officer (CBO) certification by the deadline. Failure to submit fiscal reports with CBO certification by the deadline may impact funding.

Reporting Schedule

Reporting Period	Due Date	Description
Budget Year Projection	Oct. 1	Please include an estimate of the RSI hours that will be provided in the Budget Year (the following fiscal year), including each program/occupation combination that the LEA or community college district plans to report hours for, the number of hours allocated to each program, and the number of unduplicated apprentices anticipated to receive instruction.
P1	Jan. 31	Please include all confirmed RSI hours that were provided starting July 1 through Dec. 31. Identify each program/occupation combination that provided instruction, the number of hours of instruction provided by that program/occupation combination, and the number of unduplicated apprentices that received instruction through that program/occupation combination. Only report confirmed RSI hours if it is unclear whether instruction occurred, do not report those hours. If any apprentices received instruction, but then dropped out or were removed from the program, those apprentices and hours should be counted.
P2	May 31	Please include all confirmed RSI hours that were provided starting July 1 through April 30. Identify each program/occupation combination that provided RSI, the number of RSI hours provided by that program/occupation combination, and the number of unduplicated apprentices that received instruction through that program/occupation combination. Only report confirmed RSI hours if it is unclear whether instruction occurred, do not report those hours.

Important to Note

1. It is imperative that LEAs and community college districts provide accurate and timely submissions during every reporting period. Although the California Community College Chancellor's Office (Chancellor's Office) may send periodic reminders, it is the responsibility of the LEA and community college district to ensure their reports are accurately submitted and approved by their CBO or equivalent prior to the deadline.

2. The Chancellor's Office is unaware of staffing changes. Therefore, it is the responsibility of the LEAs and community college districts to ensure access is granted as required. The Chancellor's Office may support with granting access as needed.

3. RSI payout will be based primarily on recalculation data submitted, subject to availability of funding. Any LEA or community college district that does not submit their recalculation report and have CBO or equivalent certify their recalculation submission by the Nov. 1, 2026 deadline is subject to a subsequent impact on funding paid out. Furthermore, failing to report by the Nov. 1, 2026 recalculation deadline will mean that the LEA or community college district may not receive further funding from the total funds available from the recalculation for that fiscal year. RSI reports which are approved during the Budget Year Projection, P1, and P2 periods do not guarantee LEA or community college district will receive the funding.

4. Although payment is made based on recalculation data, all reports must still be submitted and approved by the deadlines specified.

5. RSI hours must be specific to RSI instruction, not On the Job Training hours. Any compensation for OJT hours may not be double counted for RSI funding.

For questions regarding the allocation of RSI dollars, please contact our Apprenticeship Team via email at Apprenticeship@CCCCO.edu.

Initial RSI Allocations

Budget Act Schedule	Institution	Initial Hours Allocated	Initial Dollars Allocated
Schedule 2	Allan Hancock Joint Community College District	2,496	$25,759
Schedule 2	Butte-Glenn Community College District	20,609	$212,685
Schedule 2	Cerritos Community College District	196,441	$2,027,271
Schedule 2	Chabot-Las Positas Community College District	360,742	$3,722,857
Schedule 2	Contra Costa Community College District	87,537	$903,382
Schedule 2	Foothill-De Anza Community College District	452,624	$4,671,080
Schedule 2	Hartnell Community College District	7,242	$74,737
Schedule 2	Imperial Community College District	5,133	$52,973
Schedule 2	Kern Community College District	0	$0
Schedule 2	Los Angeles Community College District	3,621	$37,369
Schedule 2	Los Rios Community College District	768,060	$7,926,381
Schedule 2	Napa Valley Community College District	13,640	$140,765
Schedule 2	Palomar Community College District	267,611	$2,761,746

Budget Act Schedule	Institution	Initial Hours Allocated	Initial Dollars Allocated
Schedule 2	Rancho Santiago Community College District	577,194	$5,956,642
Schedule 2	Rio Hondo Community College District	205,760	$2,123,443
Schedule 2	Riverside Community College District	172,867	$1,783,987
Schedule 2	San Diego Community College District	32,067	$330,931
Schedule 2	San Francisco Community College District	35,877	$370,251
Schedule 2	San Joaquin Delta Community College District	80,773	$833,577
Schedule 2	San Jose-Evergreen Community College District	36,969	$381,520
Schedule 2	San Mateo County Community College District	45,154	$465,989
Schedule 2	Sonoma County Community College District	30,040	$310,013
Schedule 2	State Center Community College District	2,280	$23,530
Schedule 2	West Valley-Mission Community College District	44,032	$454,410
Schedule 2	Yosemite Community College District	2,975	$30,702
TOTAL		**3,451,744**	**$35,622,000**

Budget Act Schedule	Institution	Initial Hours Allocated	Initial Dollars Allocated
Schedule 3	Anaheim Union High	265,095	$2,735,782
Schedule 3	Butte County Office of Education	326,518	$3,369,666
Schedule 3	Castro Valley Unified	43,938	$453,442
Schedule 3	Central Unified	15,612	$161,119
Schedule 3	Fresno County Office of Education	32,673	$337,185
Schedule 3	Fresno Unified	198,511	$2,048,632
Schedule 3	Grossmont Union High	423,221	$4,367,640
Schedule 3	Hacienda la Puente Unified	818,285	$8,444,700
Schedule 3	Hayward Unified	56,758	$585,743
Schedule 3	Los Angeles County Office of Education	433,567	$4,474,411
Schedule 3	Los Angeles Unified	1,104,864	$11,402,196
Schedule 3	Martinez Unified	78,324	$808,304
Schedule 3	Napa Valley Unified	32,044	$330,692
Schedule 3	Petaluma Joint Union High	4,112	$42,436
Schedule 3	Pleasanton Unified	529,717	$5,466,678
Schedule 3	Sacramento City Unified	71,963	$742,658
Schedule 3	Sacramento County Office of Education	180,747	$1,865,309
Schedule 3	San Bernardino City Unified	18,602	$191,973
Schedule 3	San Diego County Office of Education	0	$0

Budget Act Schedule	Institution	Initial Hours Allocated	Initial Dollars Allocated
Schedule 3	San Joaquin County Office of Education	945,433	$9,756,872
Schedule 3	San Jose Unified	65,144	$672,286
Schedule 3	San Juan Unified	130,247	$1,344,146
Schedule 3	San Lorenzo (Eden Area ROP)	85,272	$880,010
Schedule 3	San Luis Obispo County Office of Education	1,880	$19,402
Schedule 3	Shasta County Office of Education	961	$9,913
Schedule 3	Stanislaus County Office of Education	21,633	$223,253
Schedule 3	Sweetwater Union High	3,598	$37,131
Schedule 3	Turlock Unified	90,374	$932,660
Schedule 3	Ventura County Office of Education	28,087	$289,858
Schedule 3	Yuba County Office of Education	7,449	$76,874
Total		**6,014,629**	**$62,070,971**

cc: Gary W. Adams, Dean of Apprenticeship, Adult Education, and Contract Education

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: 243617

Federal Funding Will Not Be Used

Fresno Electrical Jatc	***5420 E Hedges , Fresno, Ca, 93727***
Vendor Name	***Address***
5592515174	**William Torrence**
Phone Number	***Vendor Contact***
Term (Duration) From: 7/1/2025	**Through: 6/30/2026**
FUSD Contract Administrator: Jeremy.Ward@fresnounified.org	**Career Education**
Name	***Site/Dept***
Budget (Fund-Unit-Dept.-Activity-Function-Object)	**030 6350 0710 5899 1110 1000**
Contract Amount: $158,029.42	**Estimated**

Scope of Work Summary: *Fresno* Unified *School District Is The Lea (Local Education Agency) Awarded Funds For State Approved Joint Apprenticeship Programs Approved By The California Community Colleges Chancellors Office.*
FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

Routing Order:

1) Reviewed & approved by **Department:** Kristen M Boroski

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

3) Vendor William Torrence
William Torrence (Nov 20, 2025 08:18:38 PST)

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

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

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

Routing:June 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: *243617* Funding: *Federal Funding Will Not Be Used*

School/Department Budget:	**030 6350 0710 5899 1110 1000**
Contractor's Vendor Name:	***Fresno Electrical Jatc***
Contractor's Contact Person:	**William Torrence**
Contractor's Title:	***Training Director***
Contractor's Telephone Number:	**5592515174**
Contractor's E-mail:	***Wtorrence@Fresnojatc.Org***
Contractor's Address:	***5420 E Hedges , Fresno, Ca, 93727***

This Independent Contractor Services Agreement is made and entered into effective 7/1/2025 (the "Effective Date") by Fresno Unified School District ("District") and ***Fresno Electrical Jatc*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: The California Community Colleges Chancellor's Office Apprenticeship Programs objective is to expand the apprenticeship model to non-traditional fields in growing and emerging industries throughout California's regional economies. It is intended to fund innovative approaches to expand access to apprenticeship training programs to underrepresented populations. The apprenticeship objectives will both provide career pathways to segments of our population that are inordinately represented in low-paying occupations and provide key industries with a skilled workforce. The California Community Colleges Chancellor's Office awards funds to Local Educational Agencies receiving Related and Supplemental Instruction (RSI) and identifies the state-approved apprenticeship training programs.

Fresno Electrical JATC Apprenticeship Training Committee (Inside Wireman Apprenticeship) will bill Fresno Unified, the local educational agency, for a minimum of 19,176 hours with an RSI hourly rate of $10.05. Fresno Unified withholds 18% for indirect fees.

b.) REQUIREMENTS: Hours will be billed during the term of agreement, July 1, 2025 - June 30, 2026. Minimum hours to be billed 19,176 with an RSI hourly rate of $10.05.

c.) SPECIFIC TASKS: N/A

d.) DELIVERABLES AND DELIVERY SCHEDULE: Hours will be billed during the term of agreement, July 1, 2025 - June 30, 2026.

e.) NOTICE REGARDING LATE DELIVERY: N/A

f.) PERSONNEL/KEY PERSONNEL: William Torrence, Training Director, oversees the submission and reporting of apprenticeship hours to Fresno Unified.

g.) GENERAL ACCEPTANCE CRITERIA: N/A

h.) LOCATION/HOURS OF WORK: Minimum of 19,176 apprenticeship hours.

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 apprenticeship programs require an LEA to be the fiscal contact for state compliance. Additional partnerships specific to the trades helps to support our work with pre-apprenticeships and apprenticeships (as reported in the CCI) and the building of social capital for students	Working with industry and business professionals are required for all work-based learning experiences as reported for the state dashboard: the college and career indicator. Students and teachers in the trades can build relationships and opportunities to expand and develop their craft; create a contract with the Fresno Electrical Apprenticeship Program to facilitate pre-apprenticeship opportunities. Funding provided by being the LEA for state apprenticeship programs are used for trades-related supplies and equipment that lead industry-specific certifications.	The Fresno Electrical Apprenticeship Program offers a combination of on-the-job raining with classroom instruction to prepare workers for highly-skilled careers. Fresno Unified is the LEA for this apprenticeship program and benefits the district through industry collaboration that opens opportunities for students such as receiving expertise in specific trades areas within the electrician field.	Targeted participants are the Fresno Electrical apprentices with additional benefit to students in Fresno Unified as we continue to build partnerships with industry. Partners provide work-based learning opportunities that engage students in relevant and authentic learning and align to the district goals of instilling professionalism across a continuum of learning.	In 2025/26, increase the number of students receiving registered pre-apprenticeship opportunities from 169 to 185 pre-apprentices. Current Year 24/25: To date, a total of 115,655 hours for 2110 unduplicated apprentices were reported from July 1 - December 31, 2021; 239,585 hours for 985 unduplicated apprentices were projected for the three apprenticeship programs where Fresno Unified is the LEA. The Fresno, Madera, Kings and Tulare Counties Electrical Industries JATC Inside Wireman Electrician reported 13,635 hours for 191 unduplicated apprentices during	From June 2024 to June 2028, the percentage of PK-12th grade students who have successfully completed a work-based learning experience each semester will increase from 71.6% to 81.6%	The percentage of students graduating from high school who are college and career ready based on the CCI will increase from 43% in June 2024 to 64% by June 2030.

			the July 1-December 31, 2024 reporting period.		

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III. Terms and Conditions

1. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

2. Term. This Agreement shall begin on 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 $158,029.42. Checks will be made payable to . ***Fresno Electrical Jatc***. 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): $158,029.42
   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 WT

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 WT WT District's initials S S

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

Contractor: ***Fresno Electrical Jatc***

Name: **William Torrence**

Address: ***5420 E Hedges , Fresno, Ca, 93727***

c: Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

27. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements 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.

33. Vendor Requested Special Terms and Conditions (if applicable). District's initials

34. The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" which includes: all terms and conditions of this Agreement, Academic Return on Investment Exhibit, provisions of required forms, any appendix, schedules, or attachments, and all modifications, and amendments.

Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Fresno Electrical Jatc

William Torrence
William Torrence (Nov 20, 2025 08:18:38 PST)

Name:*William Torrence *, Title: Training Director

Nov 20, 2025

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Nov 21, 2025

Date

Contract: 243617 FRESNO ELECTRICAL JATC

FUSD Contract Administrator:
Jeremy.Ward@fresnounified.org

Attachments

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

California Community Colleges

MEMORANDUM
August 15, 2024

ESLEI 24-44 | Via Email

TO: Chief Executive Officers
Chief Instructional Officers
Chief Business Officers
Career Education Deans
Regional Consortia Chairs

FROM: Anthony Cordova,
Vice Chancellor of Workforce and Economic Development

RE: Formal Notification of Related and Supplemental Instruction FY24-25 Initial Allocations

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This memorandum is a formal notification of the initial allocation of related and supplemental instruction (RSI) hours funded by the FY24-25 appropriations. Upon appropriation by the Legislature, the Chancellor of the California Community Colleges (Chancellor) is responsible for allocating funds for apprenticeship programs in good standing and approved pursuant to Chapter 4 of Division 3 of the Labor Code consistent with subdivision (e) of Education Code Section 8152 or 79149.3 to reimburse RSI maintained by a school district, a county office of education, or a community college (collectively referred to as LEAs).

In FY24-25, the Legislature appropriated a total of $95,540,000 for RSI reimbursement. This is an overall increase of $2,099,000 million from FY23-24. The FY24-25 schedule breakdown is as follows:

Budget Act Schedule	Institution	Initial Dollars Allocated
Schedule 2	CCD	$34,690,000
Schedule 3	LEA	$60,850,000
	Total	**$95,540,000**

Of the funds allocated to Schedule 3, K12 LEAs, a total of $1,133,000 will be used to reimburse apprenticeship programs for eligible related and supplemental instruction hours from FY21-22 and FY22-23, as indicated in the 24-25 Budget Act.

The increase in the RSI appropriation was dedicated to increasing the hourly rate of RSI funding from $9.98 to $10.05. The FY24-25 allocation amounts are based on Projected hours reported by LEAs in FY22-23. Therefore, an adjustment to the number of reimbursable hours for each schedule

will be made during ReCal. A list of LEAs and their FY24-25 initial allocations is included in this memorandum, starting on page 3.

Should you have any questions, regarding the allocation of RSI dollars, please contact our apprenticeship team via email at Apprenticeship@CCCCO.edu.

Initial RSI Allocations

Budget Act Schedule	Institution	Initial Hours Allocated	Initial Dollars Allocated
Schedule 2	Allan Hancock Joint CCD	5,546	$55,735
Schedule 2	Butte-Glenn CCD	2,446	$24,580
Schedule 2	Cerritos CCD	268,786	$2,701,295
Schedule 2	Chabot-Las Positas CCD	175,472	$1,763,496
Schedule 2	Contra Costa CCD	79,745	$801,441
Schedule 2	Foothill-DeAnza CCD	540,571	$5,432,742
Schedule 2	Hartnell CCD	8,752	$87,961
Schedule 2	Imperial CCD	4,456	$44,786
Schedule 2	Kern CCD	36,803	$369,868
Schedule 2	Los Angeles CCD	3,352	$33,690
Schedule 2	Los Rios CCD	699,652	$7,031,498
Schedule 2	Napa Valley CCD	14,771	$148,449
Schedule 2	Palomar CCD	257,137	$2,584,225
Schedule 2	Rancho Santiago CCD	620,856	$6,239,605
Schedule 2	Rio Hondo CCD	276,986	$2,783,708
Schedule 2	Riverside CCD	77,923	$783,123
Schedule 2	San Diego CCD	44,038	$442,585
Schedule 2	San Francisco CCD	32,136	$322,967
Schedule 2	San Joaquin Delta CCD	68,037	$683,770
Schedule 2	San Jose-Evergreen CCD	21,655	$217,634
Schedule 2	San Mateo County CCD	55,232	$555,086
Schedule 2	Sonoma County CCD	40,323	$405,243
Schedule 2	State Center CCD	64,276	$645,974
Schedule 2	West Valley-Mission CCD	41,782	$419,908
Schedule 2	Yosemite CCD	449	$4,516
Schedule 2	**TOTAL**	**3,441,182**	**34,583,885**

Budget Act Schedule	Institution	Initial Hours Allocated	Initial Dollars Allocated
Schedule 3	Anaheim Union High	260,792	$ 2,620,963
Schedule 3	Butte COE	326,518	$ 3,281,502
Schedule 3	Castro Valley Unified	40,361	$ 405,625
Schedule 3	Central Unified	15,062	$ 151,376
Schedule 3	Fresno COE	31,631	$ 317,889
Schedule 3	Fresno Unified	194,016	$ 1,949,857
Schedule 3	Grossmont Union High	414,214	$ 4,162,854
Schedule 3	Hacienda la Puente Unified	781,663	$ 7,855,710
Schedule 3	Hayward Unified	85,539	$ 859,672
Schedule 3	Los Angeles COE	479,931	$ 4,823,309
Schedule 3	Los Angeles Unified	1,124,913	$ 11,305,372
Schedule 3	Martinez Unified	78,324	$ 787,157
Schedule 3	Napa Valley Unified	27,847	$ 279,861
Schedule 3	Petaluma Joint Union High	4,112	$ 41,325
Schedule 3	Pleasanton Unified	487,026	$ 4,894,613
Schedule 3	Sacramento City Unified	71,964	$ 723,236
Schedule 3	Sacramento COE	180,748	$ 1,816,517
Schedule 3	San Bernardino City Unified	28,244	$ 283,854
Schedule 3	San Diego Co. Office of Education	0	0
Schedule 3	San Joaquin COE	775,209	$ 7,790,846
Schedule 3	San Jose Unified	84,733	$ 851,563
Schedule 3	San Juan Unified	128,731	$ 1,293,750
Schedule 3	San Lorenzo (Eden Area ROP)	63,262	$ 635,782
Schedule 3	San Luis Obispo COE	4,855	$ 48,789
Schedule 3	Shasta COE	909	$ 9,140
Schedule 3	Stanislaus COE	26,728	$ 268,615
Schedule 3	Sweetwater Union High	2,731	$ 27,445
Schedule 3	Turlock Unified	90,374	$ 908,259
Schedule 3	Ventura COE	31,268	$ 314,245
Schedule 3	Yuba COE	12,050	$ 121,107
Schedule 3	**TOTAL**	**$5,853,755**	**$ 58,830,233**

cc: Gary W. Adams,
Dean of Apprenticeship and Adult Education

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 (MLʻs) to ensure all our MLʻs 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
24	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
24	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
24	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	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	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	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: December 17, 2025

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify 21st Century Community Learning Centers Supplemental Funding Grant Application

ITEM DESCRIPTION: Included in the Board material is the 21st Century Community Learning Centers (21st CCLC) Supplemental Funding Grant Applications submitted by the Expanded Learning Department for one-time funding through the California Department of Education (CDE). The department is seeking to secure up to $11.9 million in supplemental funding to enhance and expand services currently offered at 81 elementary and middle schools operating under the After School Education and Safety program and at five high schools operating under the After School Safety and Enrichment for Teens program.

The 21st CCLC Supplemental Funding Grant application was announced with an accelerated three-week turnaround, which did not align with the district's Board agenda timelines. Due to this compressed schedule, we were unable to bring this item forward in advance as we typically would. Despite the limited window, applications have been completed and submitted accordingly.

The purpose of this one-time funding is to strengthen existing after-school programming by expanding academic support, enrichment activities, and family engagement opportunities for students in Transitional Kindergarten through Grade 12. Funds will also be used to improve program quality and increase access to expanded learning time that supports both student achievement and well-being. This investment aligns with Fresno Unified School District's ongoing commitment to equity, access, and academic excellence beyond the traditional school day.

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

PREPARED BY: Jeremy Ward, Assistant Superintendent

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Chief Academic Officer, Carlos Castillo, Ed.D. Carlos Castillo (Dec 4, 2025 15:44:47 PST)

21st Century Community Learning Centers (CCLC) Supplemental Funding Grant Application Checklist

Application ID: 25-07-10-001-21stSupp-3

Email completed applications to:
21stcclcandassetsrfa@cde.ca.gov

Please submit these forms in the following order:

- [x] Cover Page
- [x] Award Calculator (List each 21st CCLC Supplemental Grant Program site that the Applicant wishes to include for potential funding. Include the County-District-School Code and the total amount requested for each site.)
- [x] 21st Century Supplemental Funding Question
- [x] Designee Form (if applicable)
- [x] Certified Assurances 1— 29 signed and returned (also keep a copy for your records)

21st Century Community Learning Centers (CCLC) Supplemental Funding Grant Program Application

Application ID: 25-07-10-001-21stSupp-3

Cover Page

Email completed applications to:
21stcclcandassetsrfa@cde.ca. gov

Agency Name	Fresno Unified
County-District Code/Federal Employer Identification Number	10621660000000
County Name	Fresno
Agency Type	LEA
Authorized Agent Name	Mao Misty Her
Authorized Agent Professional Title	Superintendent
Authorized Agent Address	2309 Tulare Street
Authorized Agent City, State, Zip Code	Fresno, CA, 93721-2287
Authorized Agent Telephone Number	(559) 457-3884 Ext.
Authorized Agent Email Address	misty.her@fresnounified.org
Program Contact Name	Connie Cha
Program Contact Professional Title	Director
Program Contact Address	3240 N. Millbrook Ave.
Program Contact City, State, Zip Code	Fresno, CA. 93726
Program Contact Telephone Number	(559) 248-7461
Program Contact Email Address	Connie.Cha@fresnounified.org
Supplemental Amount Requested	$11,150,000.00

I hereby certify that I have read, acknowledge, and agree to the terms as stated on the Certified Assurances, as well as on all forms contained herein not requiring individual signature and approve all school sites listed in the application. **Original "wet" signatures must be made using blue ink.**

Authorized Agent Signature:	Date:
	10-21-25

21st Century Community Learning Centers (CCLC) Supplemental Funding Grant Program Application

Application ID: 25-07-10-001-21stSupp-3

Award Calculator

County-District-School Code	School Name	School Type (E/M)	Program Type	Days of Operation	Students Served	Amount Requested
10621660108100	Mollie S. Bakman Elementary	E	Core	N/A	N/A	$150,000.00
10621660108118	Akira Yokomi Elementary	E	Core	N/A	N/A	$150,000.00
10621660113811	Deborah A. Williams Elementary	E	Core	N/A	N/A	$150,000.00
10621660113829	Mario G. Olmos Elementary	E	Core	N/A	N/A	$150,000.00
10621660119339	Vang Pao Elementary	E	Core	N/A	N/A	$150,000.00
10621660129338	Rutherford B. Gaston Sr. Middle	M	Core	N/A	N/A	$50,000.00
10621660136150	Wawona K-8	M	Core	N/A	N/A	$150,000.00
10621660141127	Juan Felipe Herrera Elementary	E	Core	N/A	N/A	$150,000.00
10621666006068	Addams Elementary	E	Core	N/A	N/A	$150,000.00
10621666006076	Aynesworth Elementary	E	Core	N/A	N/A	$150,000.00
10621666006084	Baird Middle	M	Core	N/A	N/A	$100,000.00
10621666006092	Birney Elementary	E	Core	N/A	N/A	$150,000.00
10621666006100	Bullard Talent	M	Core	N/A	N/A	$150,000.00
10621666006118	Burroughs Elementary	E	Core	N/A	N/A	$150,000.00
10621666006126	Calwa Elementary	E	Core	N/A	N/A	$150,000.00
10621666006142	Centennial Elementary	E	Core	N/A	N/A	$150,000.00
10621666006159	Columbia Elementary	E	Core	N/A	N/A	$150,000.00
10621666006183	Del Mar Elementary	E	Core	N/A	N/A	$150,000.00

California Department of Education
Created: 01-Aug-2022

21st Century Community Learning Centers (CCLC) Supplemental Funding Grant Program Application

Application ID: 25-07-10-001-21stSupp-3

Award Calculator

10621666006191	Easterby Elementary	E	Core	N/A	N/A	$150,000.00
10621666006217	Ericson Elementary	E	Core	N/A	N/A	$150,000.00
10621666006225	Ewing Elementary	E	Core	N/A	N/A	$150,000.00
10621666006233	Figarden Elementary	E	Core	N/A	N/A	$150,000.00
10621666006258	Fremont Elementary	E	Core	N/A	N/A	$150,000.00
10621666006266	Gibson Elementary	E	Core	N/A	N/A	$150,000.00
10621666006274	Heaton Elementary	E	Core	N/A	N/A	$150,000.00
10621666006282	Holland Elementary	E	Core	N/A	N/A	$150,000.00
10621666006290	Homan Elementary	E	Core	N/A	N/A	$150,000.00
10621666006308	Jackson Elementary	E	Core	N/A	N/A	$150,000.00
10621666006316	Jefferson Elementary	E	Core	N/A	N/A	$150,000.00
10621666006324	Kirk Elementary	E	Core	N/A	N/A	$150,000.00
10621666006332	Kratt Elementary	E	Core	N/A	N/A	$150,000.00
10621666006357	Lane Elementary	E	Core	N/A	N/A	$150,000.00
10621666006365	Lincoln Elementary	E	Core	N/A	N/A	$150,000.00
10621666006373	Lowell Elementary	E	Core	N/A	N/A	$150,000.00
10621666006381	Malloch Elementary	E	Core	N/A	N/A	$150,000.00
10621666006407	Mayfair Elementary	E	Core	N/A	N/A	$150,000.00
10621666006415	Muir Elementary	E	Core	N/A	N/A	$150,000.00
10621666006423	Norseman Elementary	E	Core	N/A	N/A	$150,000.00
10621666006431	Powers-Ginsburg Elementary	E	Core	N/A	N/A	$150,000.00
10621666006449	Pyle Elementary	E	Core	N/A	N/A	$150,000.00
10621666006456	Robinson Elementary	E	Core	N/A	N/A	$150,000.00
10621666006464	Roeding Elementary	E	Core	N/A	N/A	$150,000.00

21st Century Community Learning Centers (CCLC) Supplemental Funding Grant Program Application

Application ID: 25-07-10-001-21stSupp-3

Award Calculator

10621666006472	Rowell Elementary	E	Core	N/A	N/A	$150,000.00
10621666006480	Scandinavian Middle	M	Core	N/A	N/A	$100,000.00
10621666006514	Thomas Elementary	E	Core	N/A	N/A	$150,000.00
10621666006522	Turner Elementary	E	Core	N/A	N/A	$150,000.00
10621666006530	Viking Elementary	E	Core	N/A	N/A	$150,000.00
10621666006548	Vinland Elementary	E	Core	N/A	N/A	$150,000.00
10621666006555	Webster Elementary	E	Core	N/A	N/A	$150,000.00
10621666006563	Wilson Elementary	E	Core	N/A	N/A	$150,000.00
10621666006571	Winchell Elementary	E	Core	N/A	N/A	$150,000.00
10621666006589	Wishon Elementary	E	Core	N/A	N/A	$150,000.00
10621666006597	Wolters Elementary	E	Core	N/A	N/A	$150,000.00
10621666057285	Cooper Middle	M	Core	N/A	N/A	$150,000.00
10621666057293	Fort Miller Middle	M	Core	N/A	N/A	$50,000.00
10621666057327	Kings Canyon Middle	M	Core	N/A	N/A	$50,000.00
10621666057335	Sequoia Middle	M	Core	N/A	N/A	$100,000.00
10621666057343	Tenaya Middle	M	Core	N/A	N/A	$50,000.00
10621666061188	Ahwahnee Middle	M	Core	N/A	N/A	$50,000.00
10621666061196	Tioga Middle	M	Core	N/A	N/A	$50,000.00
10621666061204	Yosemite Middle	M	Core	N/A	N/A	$100,000.00
10621666068704	Eaton Elementary	E	Core	N/A	N/A	$150,000.00
10621666085120	McCardle Elementary	E	Core	N/A	N/A	$150,000.00
10621666085138	Slater Elementary	E	Core	N/A	N/A	$150,000.00
10621666088538	Tehipite Middle	M	Core	N/A	N/A	$50,000.00
10621666088546	King Elementary	E	Core	N/A	N/A	$150,000.00

21st Century Community Learning Centers (CCLC) Supplemental Funding Grant Program Application

Application ID: 25-07-10-001-21stSupp-3

Award Calculator

10621666088934	Starr Elementary	E	Core	N/A	N/A	$150,000.00
10621666088942	Sunset Elementary	E	Core	N/A	N/A	$150,000.00
10621666101091	Ayer Elementary	E	Core	N/A	N/A	$150,000.00
10621666101109	H. Roger Tatarian Elementary	E	Core	N/A	N/A	$150,000.00
10621666102016	Lawless Elementary	E	Core	N/A	N/A	$150,000.00
10621666103832	Manchester Gate	E	Core	N/A	N/A	$150,000.00
10621666103840	Edison Computech	M	Core	N/A	N/A	$150,000.00
10621666105746	Miguel Hidalgo Elementary	E	Core	N/A	N/A	$150,000.00
10621666109961	Ezekiel Balderas Elementary	E	Core	N/A	N/A	$150,000.00
10621666111231	Susan B. Anthony Elementary	E	Core	N/A	N/A	$150,000.00
10621666111249	Edith B. Storey Elementary	E	Core	N/A	N/A	$150,000.00
10621666111256	Ann B. Leavenworth	E	Core	N/A	N/A	$150,000.00
10621666112882	Elizabeth Terronez Middle	M	Core	N/A	N/A	$50,000.00
10621666117477	David L. Greenberg Elementary	E	Core	N/A	N/A	$150,000.00
10621666120125	Hamilton Elementary	M	Core	N/A	N/A	$150,000.00
					Total	**$11,150,000.00**

If funded, describe how the school site(s) will utilize the one time only supplemental grant funds to enhance current programs based on their existing 21st CCLC elementary/middle, ASSETs and ASES grantees' program plans or application narrative.

If funded, Fresno Unified's Expanded Learning Department will use one-time supplemental funds to strengthen literacy outcomes across all qualifying ASES sites. Funds will expand access to high-quality, evidence-based literacy instruction that aligns with each site's approved program plan and the regular instructional day.

Resources will support academic English Language Arts (ELA) tutoring designed to supplement in building reading fluency, comprehension, and writing skills. Students will also participate in literacy-based enrichment such as book clubs, creative writing, and reader's theater that promote engagement, confidence, and critical thinking through active, project-based learning.

Finally, Coordinators and after-school staff will receive professional development in evidence-based literacy instruction, early intervention strategies, and culturally responsive practices. Together, these enhancements will deepen student engagement, strengthen literacy proficiency, and advance Fresno Unified's mission to prepare all students to be college and career ready.

This work directly supports Fresno Unified's districtwide goals for Early Literacy- increasing the percentage of 1st graders proficient in literacy (i-Ready) from 48% in June 2024 to 80% by June 2030. As well as the goal of Literacy Intervention- increasing the percentage of 3rd–8th grade students more than one year behind in ELA who make more than one year's growth from 30% in June 2024 to 50% by June 2030.

21st Century Community Learning Centers (CCLC) Supplemental Funding Grant Application

Application ID: 25-07-10-001-21stSupp-3

Authorized Designee Form

An **Authorized Signature** refers to a signature from a person who is eligible to authorize and sign on behalf of an agency or organization in recognition that a grant application has been submitted. In the absence of the authorized signature, a designee is able to sign the Supplemental Funding Grant Program Application. Signatures from designees will only be accepted with a copy of a recent governing board resolution or minutes specifically authorizing the designee to accept and sign as a proxy for financial statements and legally binding documents.

Signature authority is the permission to execute transactions up to limits established by relevant applicant agency's policies and permission to approve transactions for execution. This approval attests to the appropriateness of the transaction within the applicant's program objectives and budgetary authorizations.

Individuals who receive delegated authority shall have active involvement with the activity being conducted; and have sufficient knowledge of the applicant agency's policies, rules, laws, regulations, and procedures to ensure compliance.

Will an authorized designee sign this application? *If yes, a copy of a recent governing board resolution or minutes specifically authorizing the designee to accept and sign as a proxy for financial statements and legally binding documents must be included with the application materials.*

(Yes) No

Agency Name:	Fresno Unified School District
Designee Name:	Patrick Jensen
Designee Title:	Chief Financial Officer
Designee Signature:	
Date:	10-21-25

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

RESOLUTION NO. 25-74

On motion of Trustee Claudia Cazares, seconded by Trustee Susan Wittrup, RESOLUTION NO. 25-74 was adopted as follows:

BE IT RESOLVED, by the Governing Board of the Fresno Unified School District and hereby ordered that:

Valerie F. Davis, President, Board of Education
Genoveva Islas, Clerk, Board of Education
Susan Wittrup, Board of Education
Claudia Cazares, Board of Education
Elizabeth Jonasson Rosas, Board of Education
Andy Levine, Board of Education
Keshia Thomas, Board of Education
Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services

be authorized as fiscal agents to sign orders, warrants, contracts, budgets, budget transfers, or other papers for and on behalf of the school district, when the same are required or authorized to be signed in the regular course of the school business of the Fresno Unified School District, and when regularly authorized and ordered by the Governing Board of said school district, effective May 28, 2025.

BE IT FURTHER RESOLVED, and hereby ordered that:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services

be authorized as fiscal agents to approve electronic business transactions, including budget transfers, in the regular course of the school business of the Fresno Unified School District, and when regularly authorized and ordered by the Governing Board of said school district, effective May 28, 2025.

BE IT FUTURE RESOLVED, and hereby ordered that:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Paul Idsvoog, Chief Operations Officer, Operational Services
David Chavez, Chief, Human Resources/Labor Relations

be authorized as fiscal agents to sign payroll and personnel records, orders and reports.

Resolution No. 25-74

FRESNO UNIFIED SCHOOL DISTRICT
CERTIFICATION OF SIGNATURES

I, Mao Misty Her, Secretary of the Board of Education of the Fresno Unified School District of Fresno County, California, certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district.

These approved signatures will be considered valid for the period of May 28, 2025, until revoked or superseded.

Date of Board Action: May 28, 2025.

Signature _____
Mao Misty Her, Superintendent
Secretary to the Board

Signatures of Member Board:

Signature _____
Valarie F. Davis
President of the Board of Education

Signature _____
Genoveva Islas
Clerk of the Board of Education

Signature Susan Wittrup
Susan Wittrup
Member of the Board of Education

Signature _____
Claudia Cazares
Member of the Board of Education

Signature _____
Elizabeth Jonasson Rosas
Member of the Board of Education

Signature _____
Andy Levine
Member of the Board of Education

Signature _____
Keshia Thomas
Member of the Board of Education

Resolution 25-74

This RESOLUTION revokes and supersedes Resolution No. 25-36 and is effective on May 28, 2025, until revoked or superseded.

PASSED AND ADOPTED, this 28th day of May 2025, by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0

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 28th day of May 2025.

Clerk of the Governing Board of
Fresno Unified School District

21st Century Community Learning Centers (CCLC) Supplemental Funding Grant Application

Application ID: 25-07-10-001-21stSupp-3

California *Education Code* Certified Assurances
Page 1

These Certified Assurances, per California *Education Code* (*EC*), are required as part of the 21st Century Community Learning Centers Summer Grant Program.

Note: All grantees are required to retain on file a copy of the General Assurances for their records and for audit purposes. Please download the latest General Assurances on the California Department of Education (CDE) Funding Forms web page at https://www.cde.ca.gov/fg/fo/fm/ff.asp. Grantees should not submit General Assurances to the CDE.

The Authorized Signature or Designee and all Co-Applicants (if applicable) hereby agree to, and certify the following:

1. The program will include an educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science (*EC* Section 8482.3[c][1][A]).

2. The program will have an educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities (*EC* Section 8482.3[c][1][B]).

3. The program will provide snacks made available through a program and shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2. The program shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (*EC* Sections 8482.3[d][1] and 8482.3[d][2]).

4. Each partner in the application agrees to share responsibility for the quality of the program (*EC* Section 8482.3[f][3]).

5. Programs will follow all fiscal reporting and auditing standards required by the California Department of Education (CDE) (*EC* Section 8482.3[f][5]).

6. The program shall review their after school program plans every three years. This review is to include, but will not be limited to program goals, program content, outcome measures that the grantee will use for the next three years, and any other information requested by the CDE. If the program goals or outcome measures change as a result of this review, the program shall notify the department in a manner prescribed by the CDE (*EC* Sections 8482.3[g][1][A] through 8482.3[g][1][E]).

7. The program shall commence immediately upon the conclusion of the regular school day, and operate a minimum of 15 hours per week, and at least until 6 p.m. on every regular school day. Every afterschool component of the program shall establish a policy regarding reasonable early daily release of students from the program (*EC* Section 8483[a][1]).

8. Priority for enrollment of students in middle school or junior high school shall be given to students who attend daily (*EC* Section 8483[c][1][B]).

9. The program will provide a safe physical and emotional environment, opportunities for relationship building, and promote active student engagement (*EC* Section 8483.3[c][3]).

10. The program will provide staff training and development (*EC* Section 8483.3[c][4]).

11. The program will integrate with the regular school day and other expanded learning opportunities (*EC* Section 8483.3[c][5]).

12. The program will engage in community collaboration, including, but not limited to, demonstrated support of the school site principal and staff (*EC* Section 8483.3[c][6]).

13. The program will provide opportunities for physical activity (*EC* Section 8483.3[c][7]).

14. The program will assume fiscal accountability (*EC* Section 8483.3[c][9]).

15. The program will meet all of the evaluation requirements (*EC* Section 8483.3[c][11]).

16. The program will engage in the collection and use of student social, behavioral, or skill development data collection to support quality program improvement processes (*EC* Section 8483.3[c][12]).

17. The program shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise students meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The program shall also ensure that the program maintains a student-to-staff member ratio of no more than 20-to-1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district (*EC* Section 8483.4).

18. The program shall submit annual outcome-based data for evaluation (*EC* Section 8484[a]).

19. The program will provide school day attendance on an annual basis (*EC* Section 8484[a][1][A]).

20. The program will provide program attendance on a semiannual basis (*EC* Section 8484[a][1][B]).

21. The program shall submit evidence of a data-driven program quality improvement process that is based on the CDE's guidance on program quality standards (*EC* Section 8484[a][2]).

22. Off-site programs will be aligned with the educational and literacy component of the program with participating students' regular school programs. No program located off school grounds shall be approved unless safe transportation is provided to the students enrolled in the program (*EC* Section 8484.6[a]).

23. Off-site programs will comply with all statutory and regulatory requirements that are applicable to similar programs conducted on the school site (*EC* Section 8484.6[b]).

24. The designated public agency representative for the Applicant(s) certifies that an annual fiscal audit will be conducted and that adequate, accurate records will be kept. In addition, each Applicant certifies that funds received under this subdivision are expended only for those services and supports for which they are granted. The CDE shall require grant recipients to submit annual budget reports, and the department may withhold funds in subsequent years if after school grant funds are expended for purposes other than as awarded (*EC* Section 8484.8[b][3]).

25. Grant recipients shall submit quarterly expenditure reports, and the CDE may withhold funds in subsequent years if access or literacy grant funds are expended for purposes other than as granted (*EC* Section 8484.8[b][4]).

26. Grant awards shall be restricted to those applications that propose primarily to serve students that attend schoolwide programs, as described in Title I of the federal No Child Left Behind Act of 2001 (Public Law 107–110). Competitive priority shall be given to applications that propose to serve students in schools designated as being in need of improvement under subsection (b) of Section 6316 of Title 20 of the U.S.C., and that are jointly submitted by school districts and community-based organizations (*EC* Section 8484.8[d]).

27. A grantee shall identify the federal, state, and local programs that will be combined or coordinated with the proposed program for the most effective use of public resources, and shall prepare a plan for continuing the program beyond federal grant funding (*EC* Section 8484.8[e][5]).

28. A grantee shall submit semiannual attendance data and results to facilitate evaluation and compliance in accordance with provisions established by the department (*EC* Section 8484.8[e][6]).

29. If 15 percent or more of the students enrolled in a public school that provides instruction in kindergarten or any of grades one to twelve, inclusive, speak a single primary language other than English, as determined from the census data submitted to the department pursuant to Section 52164 in the preceding year, all notices, reports, statements, or records sent to the parent or guardian of any such student by the school or school district shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language (*EC* Section 48985[a]).

Authorized Agent Signature:	Date: 10-21-25

21st Century Community Learning Centers (CCLC) Supplemental Funding Grant Application Checklist

Application ID: 25-07-10-001-21stSupp-235

Email completed applications to:
21stcclcandassetsrfa@cde.ca.gov

Please submit these forms in the following order:

- [x] Cover Page
- [x] Award Calculator (List each 21st CCLC Supplemental Grant Program site that the Applicant wishes to include for potential funding. Include the County-District-School Code and the total amount requested for each site.)
- [x] 21st Century Supplemental Funding Question
- [x] Designee Form (if applicable)
- [x] Certified Assurances 1— 29 signed and returned (also keep a copy for your records)

21st Century Community Learning Centers (CCLC) Supplemental Funding Grant Program Application

Application ID: 25-07-10-001-21stSupp-235

Cover Page

Email completed applications to:
21stcclcandassetsrfa@cde.ca. gov

Agency Name	Fresno Unified
County-District Code/Federal Employer Identification Number	10621660000000
County Name	Fresno
Agency Type	LEA
Authorized Agent Name	Mao Misty Her
Authorized Agent Professional Title	Superintendent
Authorized Agent Address	2309 Tulare Street
Authorized Agent City, State, Zip Code	Fresno, CA, 93721-2287
Authorized Agent Telephone Number	(559) 457-3884 Ext.
Authorized Agent Email Address	misty.her@fresnounified.org
Program Contact Name	Connie Cha
Program Contact Professional Title	Director
Program Contact Address	3240 N. Millbrook Ave.
Program Contact City, State, Zip Code	Fresno, CA. 93726
Program Contact Telephone Number	(559) 248-7461
Program Contact Email Address	Connie.Cha@fresnounified.org
Supplemental Amount Requested	$750,000.00

I hereby certify that I have read, acknowledge, and agree to the terms as stated on the Certified Assurances, as well as on all forms contained herein not requiring individual signature and approve all school sites listed in the application. **Original "wet" signatures must be made using blue ink.**

Authorized Agent Signature:	Date:
	10-21-25

21st Century Community Learning Centers (CCLC) Supplemental Funding
Grant Program Application

Application ID: 25-07-10-001-21stSupp-235

Award Calculator

County-District-School Code	School Name	School Type (E/M)	Program Type	Days of Operation	Students Served	Amount Requested
10621661030675	Sunnyside High	H	Core	N/A	N/A	$150,000.00
10621661031897	Edison High	H	Core	N/A	N/A	$150,000.00
10621661032507	Fresno High	H	Core	N/A	N/A	$150,000.00
10621661034214	McLane High	H	Core	N/A	N/A	$150,000.00
10621661035831	Roosevelt High	H	Core	N/A	N/A	$150,000.00
					Total	**$750,000.00**

California Department of Education
Created: 01-Aug-2022

If funded, describe how the school site(s) will utilize the one time only supplemental grant funds to enhance current programs based on their existing 21st CCLC elementary/middle, ASSETs and ASES grantees' program plans or application narrative.

If funded, Fresno Unified's Expanded Learning Department will use one-time supplemental funds to enhance college and career readiness across all ASSETs high school programs. Funds will expand academic and enrichment supports that align with the district's goals to increase the percentage of students graduating college and career ready (CCI) from 43% in June 2024 to 64% by June 2030, and to reduce the percentage of 9th–10th grade students earning at least one "D" or "F" from 55.2% in June 2024 to 38.2% by June 2028.

Sites will provide targeted tutoring in ELA, math, and graduation-requirement courses, as well as credit recovery and academic mentoring to support early intervention. Students will engage in career-connected enrichment such as CTE pathway exploration, leadership development, and internship opportunities with community organizations.

These enhancements will help students build academic confidence, reduce course failures, and increase the number of graduates who are prepared for college, career, and lifelong success.

21st Century Community Learning Centers (CCLC) Supplemental Funding Grant Application

Application ID: 25-07-10-001-21stSupp-235

Authorized Designee Form

An **Authorized Signature** refers to a signature from a person who is eligible to authorize and sign on behalf of an agency or organization in recognition that a grant application has been submitted. In the absence of the authorized signature, a designee is able to sign the Supplemental Funding Grant Program Application. Signatures from designees will only be accepted with a copy of a recent governing board resolution or minutes specifically authorizing the designee to accept and sign as a proxy for financial statements and legally binding documents.

Signature authority is the permission to execute transactions up to limits established by relevant applicant agency's policies and permission to approve transactions for execution. This approval attests to the appropriateness of the transaction within the applicant's program objectives and budgetary authorizations.

Individuals who receive delegated authority shall have active involvement with the activity being conducted; and have sufficient knowledge of the applicant agency's policies, rules, laws, regulations, and procedures to ensure compliance.

Will an authorized designee sign this application? *If yes, a copy of a recent governing board resolution or minutes specifically authorizing the designee to accept and sign as a proxy for financial statements and legally binding documents must be included with the application materials.*

(Yes) No

Agency Name:	Fresno Unified School District
Designee Name:	Patrick Jensen
Designee Title:	Chief Financial Officer
Designee Signature:	
Date:	10-21-25

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

RESOLUTION NO. 25-74

On motion of Trustee Claudia Cazares, seconded by Trustee Susan Wittrup, RESOLUTION NO. 25-74 was adopted as follows:

BE IT RESOLVED, by the Governing Board of the Fresno Unified School District and hereby ordered that:

Valerie F. Davis, President, Board of Education
Genoveva Islas, Clerk, Board of Education
Susan Wittrup, Board of Education
Claudia Cazares, Board of Education
Elizabeth Jonasson Rosas, Board of Education
Andy Levine, Board of Education
Keshia Thomas, Board of Education
Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services

be authorized as fiscal agents to sign orders, warrants, contracts, budgets, budget transfers, or other papers for and on behalf of the school district, when the same are required or authorized to be signed in the regular course of the school business of the Fresno Unified School District, and when regularly authorized and ordered by the Governing Board of said school district, effective May 28, 2025.

BE IT FURTHER RESOLVED, and hereby ordered that:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services

be authorized as fiscal agents to approve electronic business transactions, including budget transfers, in the regular course of the school business of the Fresno Unified School District, and when regularly authorized and ordered by the Governing Board of said school district, effective May 28, 2025.

BE IT FUTURE RESOLVED, and hereby ordered that:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Paul Idsvoog, Chief Operations Officer, Operational Services
David Chavez, Chief, Human Resources/Labor Relations

be authorized as fiscal agents to sign payroll and personnel records, orders and reports.

Resolution No. 25-74

FRESNO UNIFIED SCHOOL DISTRICT
CERTIFICATION OF SIGNATURES

I, Mao Misty Her, Secretary of the Board of Education of the Fresno Unified School District of Fresno County, California, certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district.

These approved signatures will be considered valid for the period of May 28, 2025, until revoked or superseded.

Date of Board Action: May 28, 2025.

Signature _____
Mao Misty Her, Superintendent
Secretary to the Board

Signatures of Member Board:

Signature _____
Valarie F. Davis
President of the Board of Education

Signature _____
Genoveva Islas
Clerk of the Board of Education

Signature Susan Wittrup
Susan Wittrup
Member of the Board of Education

Signature Claudia Cazares
Claudia Cazares
Member of the Board of Education

Signature _____
Elizabeth Jonasson Rosas
Member of the Board of Education

Signature _____
Andy Levine
Member of the Board of Education

Signature _____
Keshia Thomas
Member of the Board of Education

Resolution 25-74

This RESOLUTION revokes and supersedes Resolution No. 25-36 and is effective on May 28, 2025, until revoked or superseded.

PASSED AND ADOPTED, this 28th day of May 2025, by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0

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 28th day of May 2025.

Clerk of the Governing Board of
Fresno Unified School District

21st Century Community Learning Centers (CCLC) Supplemental Funding Grant Application

Application ID: 25-07-10-001-21stSupp-235

California *Education Code* Certified Assurances
Page 1

These Certified Assurances, per California *Education Code* (*EC*), are required as part of the 21st Century Community Learning Centers Summer Grant Program.

Note: All grantees are required to retain on file a copy of the General Assurances for their records and for audit purposes. Please download the latest General Assurances on the California Department of Education (CDE) Funding Forms web page at https://www.cde.ca.gov/fg/fo/fm/ff.asp. Grantees should not submit General Assurances to the CDE.

The Authorized Signature or Designee and all Co-Applicants (if applicable) hereby agree to, and certify the following:

1. The program will include an educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science (*EC* Section 8482.3[c][1][A]).

2. The program will have an educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities (*EC* Section 8482.3[c][1][B]).

3. The program will provide snacks made available through a program and shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2. The program shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (*EC* Sections 8482.3[d][1] and 8482.3[d][2]).

4. Each partner in the application agrees to share responsibility for the quality of the program (*EC* Section 8482.3[f][3]).

5. Programs will follow all fiscal reporting and auditing standards required by the California Department of Education (CDE) (*EC* Section 8482.3[f][5]).

6. The program shall review their after school program plans every three years. This review is to include, but will not be limited to program goals, program content, outcome measures that the grantee will use for the next three years, and any other information requested by the CDE. If the program goals or outcome measures change as a result of this review, the program shall notify the department in a manner prescribed by the CDE (*EC* Sections 8482.3[g][1][A] through 8482.3[g][1][E]).

7. The program shall commence immediately upon the conclusion of the regular school day, and operate a minimum of 15 hours per week, and at least until 6 p.m. on every regular school day. Every afterschool component of the program shall establish a policy regarding reasonable early daily release of students from the program (*EC* Section 8483[a][1]).

8. Priority for enrollment of students in middle school or junior high school shall be given to students who attend daily (*EC* Section 8483[c][1][B]).

9. The program will provide a safe physical and emotional environment, opportunities for relationship building, and promote active student engagement (*EC* Section 8483.3[c][3]).

10. The program will provide staff training and development (*EC* Section 8483.3[c][4]).

11. The program will integrate with the regular school day and other expanded learning opportunities (*EC* Section 8483.3[c][5]).

12. The program will engage in community collaboration, including, but not limited to, demonstrated support of the school site principal and staff (*EC* Section 8483.3[c][6]).

13. The program will provide opportunities for physical activity (*EC* Section 8483.3[c][7]).

14. The program will assume fiscal accountability (*EC* Section 8483.3[c][9]).

15. The program will meet all of the evaluation requirements (*EC* Section 8483.3[c][11]).

16. The program will engage in the collection and use of student social, behavioral, or skill development data collection to support quality program improvement processes (*EC* Section 8483.3[c][12]).

17. The program shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise students meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The program shall also ensure that the program maintains a student-to-staff member ratio of no more than 20-to-1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district (*EC* Section 8483.4).

18. The program shall submit annual outcome-based data for evaluation (*EC* Section 8484[a]).

19. The program will provide school day attendance on an annual basis (*EC* Section 8484[a][1][A]).

20. The program will provide program attendance on a semiannual basis (*EC* Section 8484[a][1][B]).

21. The program shall submit evidence of a data-driven program quality improvement process that is based on the CDE's guidance on program quality standards (*EC* Section 8484[a][2]).

22. Off-site programs will be aligned with the educational and literacy component of the program with participating students' regular school programs. No program located off school grounds shall be approved unless safe transportation is provided to the students enrolled in the program (*EC* Section 8484.6[a]).

23. Off-site programs will comply with all statutory and regulatory requirements that are applicable to similar programs conducted on the school site (*EC* Section 8484.6[b]).

24. The designated public agency representative for the Applicant(s) certifies that an annual fiscal audit will be conducted and that adequate, accurate records will be kept. In addition, each Applicant certifies that funds received under this subdivision are expended only for those services and supports for which they are granted. The CDE shall require grant recipients to submit annual budget reports, and the department may withhold funds in subsequent years if after school grant funds are expended for purposes other than as awarded (*EC* Section 8484.8[b][3]).

25. Grant recipients shall submit quarterly expenditure reports, and the CDE may withhold funds in subsequent years if access or literacy grant funds are expended for purposes other than as granted (*EC* Section 8484.8[b][4]).

26. Grant awards shall be restricted to those applications that propose primarily to serve students that attend schoolwide programs, as described in Title I of the federal No Child Left Behind Act of 2001 (Public Law 107–110). Competitive priority shall be given to applications that propose to serve students in schools designated as being in need of improvement under subsection (b) of Section 6316 of Title 20 of the U.S.C., and that are jointly submitted by school districts and community-based organizations (*EC* Section 8484.8[d]).

27. A grantee shall identify the federal, state, and local programs that will be combined or coordinated with the proposed program for the most effective use of public resources, and shall prepare a plan for continuing the program beyond federal grant funding (*EC* Section 8484.8[e][5]).

28. A grantee shall submit semiannual attendance data and results to facilitate evaluation and compliance in accordance with provisions established by the department (*EC* Section 8484.8[e][6]).

29. If 15 percent or more of the students enrolled in a public school that provides instruction in kindergarten or any of grades one to twelve, inclusive, speak a single primary language other than English, as determined from the census data submitted to the department pursuant to Section 52164 in the preceding year, all notices, reports, statements, or records sent to the parent or guardian of any such student by the school or school district shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language (*EC* Section 48985[a]).

Authorized Agent Signature:	Date: 10-21-25

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify Change Orders for the Projects Listed Below

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

Bid 23-02, Edison High School Career Technical Education Building and Interim Housing, Change Order 8 (CTE Building) includes but may not be limited to adding the following: door thresholds, tree removal, storm drain, door hardware, electrical circuits, flooring, and concrete.

Original Contract Amount (CTE Building and Interim Housing): $17,811,883

Original Contract Amount (CTE Building): $16,270,000
Change Order(s) previously ratified: $1,038,474
Change Order 8 presented for ratification: $44,532
New Contract Amount: $17,353,006

Original Contract Amount (Interim Housing): $1,541,883
Change Order(s) previously ratified: $141,796
Current Contract Amount: $1,683,679

New Contract Amount (CTE Building and Interim Housing): $19,036,685

Bid 24-35, Roosevelt High School Administration Building, Library, West Hall, and Theater Modernization, Change Order 8 (Admin Bldg. and West Hall) includes but may not be limited to adding the following: storm drain repair, metal flashing, and plaster repair.
Modernization, Change Order 9 (Admin Bldg. and West Hall) includes but may not be limited to adding the following: relocation of underground utilities, flooring, demolition, and concrete.
Change Order 7 (Library) includes but may not be limited to adding the following: Roof repair, electrical and low voltage infrastructure, video wall and back flow preventor.
Change Order 7 (Theater) includes but may not be limited to adding the following: flooring, dimensional lettering, demolition, plaster and painting.

Original Contract Amount (Admin Bldg., Library, West Hall, and Theater): $17,837,000

Original Contract Amount (Admin Bldg. and West Hall): $10,377,000
Change Order(s) previously ratified: $-718,907
Change Order 8 presented for ratification: $24,883
Change Order 9 presented for ratification: $17,597
New Contract Amount: $9,700,573

Original Contract Amount (Library): $3,685,000
Change Order(s) previously ratified: $871,493
Change Order 7 presented for ratification: $353,000
New Contract Amount: $4,909,493

Original Contract Amount (Theater): $3,775,000
Change Order(s) previously ratified: $329,996
Change Order 7 presented for ratification: $48,243
New Contract Amount: $4,153,239

New Contract Amount (Admin Bldg., Library, West Hall, and Theater): $18,763,305

Bid 24-56, Fresno High School Auxiliary Gym and Site Improvements, Change Order 7 includes but may not be limited to adding the following: irrigation piping and timeclock, painting, underground utility investigation, camera infrastructure and cameras, plywood paneling, and reroute of PG&E main electrical feeder.

Original Contract Amount: $11,999,471
Change Order(s) previously ratified: $423,720
Change Order 7 presented for ratification: $354,119
New Contract Amount: $12,777,310

Bid 24-80, Figarden Elementary School Multipurpose Room Roof Replacement, Change Order 1 includes but may not be limited to adding the following: upgrade roof shingle, credit for unused bid allowances, and 358 calendar days to contract duration.

Original Contract Amount: $284,634
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification: $465
New Contract Amount: $285,099

Bid 25-08, Starr Elementary School Heating, Ventilation, Air Conditioning and Energy Management System Replacement, Change Order 1 includes but may not be limited to adding the following: isolation valves, additional piping, access doors, duct alteration, roofing, electrical circuit, flooring, pressure regulating valve, concrete, and 20 calendar days to contract duration.

Original Contract Amount: $2,171,000
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification: $58,806
New Contract Amount: $2,229,806

Bid 25-15 Sections A and B, Intrusion Security Upgrades Phase 3, Change Order 1 (Section B) includes but may not be limited to adding the following: secondary distribution panels, and 2” underground conduit.

Original Contract Amount (Sections A and B) $1,675,835

Original Contract Amount (Section A): $846,885
Change Order(s) previously ratified: $0
Current Contract Amount: $846,885

Original Contract Amount (Section B): $828,950
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification: $16,280
New Contract Amount: $845,230

New Contract Amount (Sections A and B): $1,692,115

Bid 25-36 Sections A and D, Exterior Painting at Edison Bethune Charter Academy and Tehipite Middle School, Change Order 1 includes but may not be limited to adding the following: paint vandalized portable classrooms.

Original Contract Amount: $256,000
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification: $1,500
New Contract Amount: $257,500

Bid 25-38, Ahwahnee Middle School Walk-In Freezer Replacement, Change Order 3 includes but may not be limited to adding the following: credit for fencing, and 24 days to the contract duration.

Original Contract Amount: $299,999
Change Order(s) previously ratified: $27,307
Change Order 3 presented for ratification: $-2,200
New Contract Amount: $325,106

Bid 25-47, Yosemite Middle School Administration Building Modernization, Change Order 1 includes but may not be limited to adding the following: casework alteration, concrete, door frame and hardware, flooring, reroute of HVAC ducting, and exit sign.

Original Contract Amount: $395,275
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification: $27,163
New Contract Amount: $422,438

Bid 25-48, Heating Ventilation and Air Conditioning Improvement at Various Sites, Change Order 1 (Leavenworth Elementary School) includes but may not be limited to adding the following: electrical infrastructure for fan coils, and credit for electrical piping.
Change Order 1 (Norseman Elementary School) includes but may not be limited to adding the following: electrical panel replacement.
Change Order 1 (Thomas Elementary School) includes but may not be limited to adding the following: electrical and low voltage infrastructure.

Original Contract Amount (All Sites): $8,743,000

Original Contract Amount (Easterby ES): $833,000
Change Order(s) previously ratified: $17,596
Current Contract Amount: $850,596

Original Contract Amount (Jackson ES): $792,000
Change Order(s) previously ratified: $-20,660
Current Contract Amount: $771,340

Original Contract Amount (Leavenworth ES): $1,352,000
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification: $-4,652
New Contract Amount: $1,347,348

Original Contract Amount (Norseman ES): $1,557,000
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification: $21,707
New Contract Amount: $1,578,707

Original Contract Amount (Robinson ES): $798,000
Change Order(s) previously ratified: $0
Current Contract Amount: $798,000

Original Contract Amount (Storey ES): $1,318,000
Change Order(s) previously ratified: $-10,508
Current Contract Amount: $1,307,492

Original Contract Amount (Thomas ES): $1,165,000
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification: $7,342
New Contract Amount: $1,172,342

Original Contract Amount (Wilson ES): $928,000
Change Order(s) previously ratified: $0
Current Contract Amount: $928,000

New Contract Amount (All Sites): $8,753,825

Bid 25-49, Ericson Elementary School Energy Management System Replacement, Change Order 2 includes but may not be limited to adding the following: return air damper control, credit for unused allowance, and 61 days to the contract duration.

Original Contract Amount: $321,991
Change Order(s) previously ratified: $24,215
Change Order 2 presented for ratification: $1,575
New Contract Amount: $347,781

Bid 25-53, Sequoia Middle School Dance Room HVAC Replacement, Change Order 1 includes but may not be limited to adding the following: concrete, relocate fence post, and relocate electrical receptacles.

Original Contract Amount: $404,000
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification: $6,072
New Contract Amount: $410,072

Bid 25-58, Section B, Fencing and ADA Improvements at Muir Elementary School, Change Order 1 includes but may not be limited to adding the following: remove and replace out of compliance sidewalk, and 4 days to the contract duration.

Original Contract Amount: $188,940
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification: $5,761
New Contract Amount: $194,701

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 $630,274 are available in the Measure M Fund for Bids 23-02, 24-35, 24-80, 25-08, 25-15, 25-36, 25-47, 25-48, 25-49, 25-53, and 25-58, $354,119 is available in the Measure M and Q Savings Fund for Bid 24-56, and $2,200 will be credited to the Kitchen Infrastructure Training Fund for Bid 25-38.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Edison High School CTE Building
2309 Tulare St.
Fresno, CA 93721

CHANGE ORDER No. :	**008**
DSA File No. :	10-H8
Application No. :	02-119657

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

DESIGNER'S PROJECT No. :	1860
FUSD BID/CONTRACT No. :	23-02
CONTRACTOR P.O. No. :	0767775B

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

The original Contract Sum was	$	16,270,000.00
Net change by previously authorized Change Orders		$1,038,473.85
The Contract Sum prior to this Change Order was	$	17,308,473.85
The Contract Sum will be adjusted by		$44,531.84
The new Contract Sum, including this Change Order will be	$	17,353,005.69
The Contract Completion date prior to this Change Order was		6/17/2025
The Contract Time will be adjusted by		0 Calendar Days
The new Contract Completion date, including this Change Order is therefore		6/17/2025

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:

Darden Architects, Inc.
6790 N. West Ave
Fresno, CA 93711
ARCHITECT/ENGINEER:

By: Antoino Avila AIA

Date: 10/16/2025

Accepted by:

Davis Moreno Construc., Inc.
4720 N. Blythe
Fresno, CA 93722
CONTRACTOR:

By: Stephen Davis

Date: 10/15/2025

Authorized by:

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

By: Alex Belanger | Chief Executive

Date: 10/19/2025

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 8-1

DESCRIPTION OF CHANGE:
Provide metal thresholds at interior doors to restrooms and at elevator doors.

REASON FOR CHANGE:
Thresholds will provide a clean transition between the spaces.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 091

Amount of this Change Order Item:	**Increase $**	**3,140.50**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 8-2

DESCRIPTION OF CHANGE:
Provide an alternative threshold at the door to the Elevator Equipment room. Provide face mounted sweeps at exterior Storefront Doors.

REASON FOR CHANGE:
The specified door sweeps did not work with the elevator equipment room and storefront doors.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 092

Amount of this Change Order Item:	**Increase $**	**2,037.64**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 8-3

DESCRIPTION OF CHANGE:
Remove Existing Tree and provide additional storm drain inlet between new CMU wall and existing portables, Bldg P2.

REASON FOR CHANGE:
The existing tree was obstructing the designed drainage system, requiring the drain inlet to be relocated to ensure proper flow. Concrete improvements were also needed to direct runoff from the downspouts of the adjacent portable buildings.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP 082

Amount of this Change Order Item:	**Increase $**	**26,708.46**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 8-4

DESCRIPTION OF CHANGE:
Provide Glass Bead Kits at Storefront Doors "100A c", "100B b", and "203 b".

REASON FOR CHANGE:
The project documents did not include the glass bead kit on all storefront doors as required by the District Design Guide.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 083

Amount of this Change Order Item:	**Increase $**	**2,416.70**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 8-5

DESCRIPTION OF CHANGE:
Provide additional circuit to isolate the Light and Outlets in the Elevator Equipment Room as required by (DIR) Code.

REASON FOR CHANGE:
Project documents showed fixtures in the Elevator Equipment Room sharing circuits with the fixtures in adjoining spaces.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 084

Amount of this Change Order Item:	**Increase $**	**5,233.25**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 8-6

DESCRIPTION OF CHANGE:
Provide flooring in the Elevator Cab.

REASON FOR CHANGE:
Flooring for the elevator was not specified in the bid documents.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 085

Amount of this Change Order Item:	**Increase $**	**1,467.40**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 8-7

DESCRIPTION OF CHANGE:
Apply smooth finish at the top of the East stairs.

REASON FOR CHANGE:
The project documents did not inclide the location of the graphic, which requires a smooth wall finish.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 089

Amount of this Change Order Item:	**Increase $**	**1,641.61**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 8-8

DESCRIPTION OF CHANGE:
Replace additional area of demolished site concrete with heavy-duty concrete, at northeast corner of project site.

REASON FOR CHANGE:
An additional portion of site walkway was removed during the initial excavation. It was replaced with heavy-duty concrete as it is located in the fire lane.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP 090

Amount of this Change Order Item:	**Increase $**	**1,361.58**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 8-9

DESCRIPTION OF CHANGE:
Adjust the height of existing in-ground utility box to match the new grade at the new back flow preventer.

REASON FOR CHANGE:
The District requested a security cage for the new back flow preventer, which required a modification to the existing grades and adjacent boxes.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFP 015, CCR 095

Amount of this Change Order Item:	**Increase $**	**524.70**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**44,531.84**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name:	*Edison High School CTE Building Portables*	**Date:**	**10/14/25**	
DSA #:	*02-120230 Interim Housing*	**Contractor:**	**Davis Moreno**	**Construction**
DSA #:	02-119657 CTE Building	**Architect:**	**Darden Architect**	
BID #:	23-02	**Change Order:**	**08**	CTE

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,295,885.00	$ 1,295,885.00
Base Bid:	$ 16,270,000.00	$ 16,270,000.00
Additive Alternate 1:	$ 156,520.00	$ 156,520.00
Additive Alternate 2:	$ 82,802.00	$ 82,802.00
Additive Alternate B-1:	$ 6,676.00	$ 6,676.00
Additive Alternate 4:		$ -
Total Agreement Amount:		**$ 17,811,883.00**

Contract Adjustments:

Total Contract Amount $ 17,811,883.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
Interim Housing CO 01	$ -		$ -		$ 12,485.40		$ -		$ -		$ 12,485.40			
CTE Building CO 01	$ -		$ -		$ -		$ 3,602.50		$ -		$ 3,602.50			
Interim Housing CO 02	$ 27,041.18		$ -		$ -		$ -		$ -		$ 27,041.18			
Interim Housing CO 03	$ 16,335.98		$ -		$ -		$ 66,640.18		$ -		$ 82,976.16			
CTE Building CO 2	$ 14,279.95		$ -		$ 14,711.25		$ 2,547.41		$ -		$ 31,538.61			
Interim Housing CO 04	$ 16,169.11		$ -		$ -		$ 2,404.16		$ 719.40		$ 19,292.67			
CTE Building CO 03	$ 6,818.45		$ -		$ 105,141.58		$ -		$ -		$ 111,960.03			
CTE Building CO 04	$ 205,682.71		$ 30,365.86		$ -		$ 9,431.40		$ -		$ 245,479.97			
CTE Building CO 05	$ 26,043.04		$ 78,206.90		$ -		$ 49,045.80		$ -		$ 153,295.74			
CTE Building CO 06	$ 40,315.96		$ -		$ 23,537.23		$ 18,739.28		$ -		$ 82,592.47			
CTE Building CO 07	$ -		$ -		$ -		$ 410,004.53		$ -		$ 410,004.53			
CTE Building CO 08	$ 524.70		$ -		$ 28,070.04		$ 15,937.10		$ -		$ 44,531.84			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ 353,211.08**	1.98%	**$ 108,572.76**	0.61%	**$ 183,945.50**	1.03%	**$ 578,352.36**	3.25%	**$ 719.40**	0%	**$ 1,224,801.10**		**$ 1,224,801.10**	6.9%
otal Contract Amount with Adjustments													**$ 19,036,684.10**	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Roosevelt High School Modernizations - Admin & West Hall
4250 E Tulare Ave.
Fresno, CA 93702

CHANGE ORDER No. :	**008**
DSA File No. :	10-H8
Application No. :	02-120777

CONTRACTOR :
Soltek Pacific
1080 Holland Ave.
Clovis, CA 93612

DESIGNER'S PROJECT No. :	20039
FUSD BID/CONTRACT No. :	24-35
CONTRACTOR P.O. No. :	796997

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

The original Contract Sum was	$	10,377,000.00
Net change by previously authorized Change Orders	$	(718,907.33)
The Contract Sum prior to this Change Order was	$	9,658,092.67
The Contract Sum will be adjusted by	$	24,883.38
The new Contract Sum, including this Change Order will be	$	9,682,976.05
The Contract Completion date prior to this Change Order was		8/8/2025
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		8-Aug-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:

Lionakis
2025 19th Street
Sacramento, CA 95818
ARCHITECT/ENGINEER:
By: Jonathan McMurtry
Date: 9/25/25

Accepted by:

Soltek Pacific
1080 Holland Ave 2025
Clovis, CA 93612
CONTRACTOR:
Collin Froese Digitally signed by Collin Froese Date: 2025.10.15 08:58:58 -07'00'
By: Collin Froese
Date:

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
OWNER:
By: Alex Belanger | Chief Executive
Date: 10/21/25

Fresno Unified School District

CHANGE ORDER

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

Item 8-1

DESCRIPTION OF CHANGE:
Repair damaged storm drain and hose bibbs at West Hall. A total $13,337.92 will be used from the Unknown/Unforeseen Utility Bid Allowance.

REASON FOR CHANGE:
In the course of construction, damaged hose bibs and storm drains were found and needed to be repaired.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP 58, 59, 60, RFI 235

Amount of this Change Order Item:	**Increase $**	-
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 8-2

DESCRIPTION OF CHANGE:
Provide a 12-gauge metal bar over the balcony end and apply epoxy over the top.

REASON FOR CHANGE:
The project documents did not include a sufficient flashing detail for the condition

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 98, PCO 130, RFI 283

Amount of this Change Order Item:	**Increase $**	**16,172.77**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 8-3

DESCRIPTION OF CHANGE:
Repair the existing damaged plaster and wood sheathing behind the existing stairs.

REASON FOR CHANGE:
During demolition, it was found that the framing, wood sheathing and plaster that the previous concrete had been poured against

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP 105, PCO 122, RFI 236

Amount of this Change Order Item:	**Increase $**	**8,710.61**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**24,883.38**
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: Roosevelt High School Mod

DSA #: 02-120777

BID #: 24-35

Date: 10/30/25

Contractor: SolTek

Architect: LionaKis

Change Order: Admin/West Hall 008, Library 007, Theater 007

Contract Summary:

Bid Award Amount(s)		
Base Bid 1:	Admin Building Mod	$ 3,564,000.00
Base Bid 2:	Library Modernization	$ 2,376,000.00
Base Bid 3:	West Hall Modernization	$ 6,613,000.00
Base Bid 4:	Theater Modernization	$ 3,415,000.00
Add Alt 1:	Site: Decorative metal fencing & gates	$ 125,000.00
Add Alt 4:	Theater: architectural lighting system at auditorium	$ 235,000.00
Add Alt 5:	Library: Demo guardrail and surf prep at balcony-north	$ 292,000.00
Add Alt 6:	Library: Mechanical equipment and installation	$ 1,017,000.00
Allowance:	Unforeseen/unknown utility encounters and unknown dry rot	$ 200,000.00
Total Agreement Amount:		**$ 17,837,000.00**

Contract Adjustments:

Base Bid 1: Admin Building Mod ($3,564,000) Base Bid 3: West Hall Mod ($6,613,000) Allowance: Unforeseen/Unkown Utility ($200,000) — **$ 10,377,000.00**

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total	
Adm WH CO 001	$ -		$ -		$ -		$ 61,759.18		$ -		$ 61,759.18	**$ 61,759.18**
Adm WH CO 002	$ (1,572,425.00)		$ -		$ 31,707.18		$ 564,327.62		$ -		$ (976,390.20)	**$ (976,390.20)**
Adm WH CO 003	$ 9,340.10		$ -		$ -		$ 8,628.74		$ -		$ 17,968.84	**$ 17,968.84**
Adm WH CO 004	$ -		$ -		$ -		$ 33,476.66		$ -		$ 33,476.66	**$ 33,476.66**
Adm WH CO 005	$ 5,781.37		$ -		$ -		$ 76,627.35		$ 1,524.60		$ 83,933.32	**$ 83,933.32**
Adm WH CO 006	$ 50,723.19		$ -		$ -		$ -		$ -		$ 50,723.19	**$ 50,723.19**
Adm WH CO 007	$ 9,621.68		$ -		$ -		$ -		$ -		$ 9,621.68	**$ 9,621.68**
Adm WH CO 008	$ -		$ -		$ 8,710.61		$ 16,172.77		$ -		$ 24,883.38	**$ 24,883.38**
Totals:	**$ (1,496,958.66)**	-14.4%	**$ -**	0.0%	**$ 40,417.79**	0.4%	**$ 760,992.32**	7.3%	**$ 1,524.60**	0.0%	**$ (694,023.95)**	**$ (694,023.95)**
Admin West Hall Contract Amount with Adjustments												**$ 9,682,976.05**

Base Bid 2: Library Mod ($2,376,000) Add Alt 5: Library: Demo guardrail and surf prep at the balcony ($292,000) Add Alt 6: Library: Mechanical Equipment and Install ($1,017,000) — **$ 3,685,000.00**

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total	
Library Mod CO 001	$ 296,870.84		$ -		$ -		$ 90,876.85		$ -		$ 387,747.69	**$ 387,747.69**
Library Mod CO 002	$ 134,408.23		$ -		$ 22,340.96		$ 26,109.93		$ -		$ 182,859.12	**$ 182,859.12**
Library Mod CO 003	$ 10,026.60		$ -		$ 40,184.38		$ 104,190.15		$ -		$ 154,401.13	**$ 154,401.13**
Library Mod CO 004	$ 8,490.94		$ -		$ 45,616.62		$ -		$ -		$ 54,107.56	**$ 54,107.56**
Library Mod CO 005	$ -		$ -		$ 4,419.53		$ 13,054.37		$ -		$ 17,473.90	**$ 17,473.90**
Library Mod CO 006	$ 73,152.33		$ -		$ 1,751.45		$ -		$ -		$ 74,903.78	**$ 74,903.78**
Library Mod CO 007	$ 141,710.29		$ -		$ 52,855.17		$ 151,929.97		$ 6,503.80		$ 352,999.23	**$ 352,999.23**
Totals:	**$ 664,659.23**	18.0%	**$ -**	0.0%	**$ 167,168.11**	4.5%	**$ 386,161.27**	10%	**$ 6,503.80**	0.0%	**$ 1,224,492.41**	**$ 1,224,492.41**
Library Contract Amount with Adjustments												**$ 4,909,492.41**

Base Bid 4: Theater Mod ($3,415,000) Add Alt 1:Site: Decorative metal fencing & gates ($125,000.00) Add Alt 4: Theater: Architectural Lighting System at Auditorium ($235,000) — **$ 3,775,000.00**

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total	
Theater Mod CO 001	$ 5,205.89		$ -		$ -		$ -		$ -		$ 5,205.89	**$ 5,205.89**
Theater Mod CO 002	$ -		$ -		$ -		$ 72,425.28		$ -		$ 72,425.28	**$ 72,425.28**
Theater Mod CO 003	$ 3,349.95		$ -		$ 5,282.86		$ 72,608.68		$ -		$ 81,241.49	**$ 81,241.49**
Theater Mod CO 004	$ -		$ -		$ 31,466.16		$ -		$ -		$ 31,466.16	**$ 31,466.16**
Theater Mod CO 005	$ -		$ -		$ 111,209.41		$ 22,649.54		$ -		$ 133,858.95	**$ 133,858.95**
Theater Mod CO 006	$ -		$ -		$ -		$ 5,798.10		$ -		$ 5,798.10	**$ 5,798.10**
Theater Mod CO 007	$ -		$ -		$ 25,271.63		$ 22,971.15		$ -		$ 48,242.78	**$ 48,242.78**
Totals:	**$ 8,555.84**	0.2%	**$ -**	0.0%	**$ 173,230.06**	4.6%	**$ 196,452.75**	5.2%	**$ -**	0.0%	**$ 378,238.65**	**$ 378,238.65**
Theater Contract Amount with Adjustments												**$ 4,153,238.65**

Total New Contract Amount with Adjustments	**$**	**18,745,707.11**	5.09%

Allowance Amount — $ 200,000.00

	Unknown, Unforeseen Utility	Total
CO #001	$ 30,677.35	$ 30,677.35
CO #002	$ 6,613.37	$ 6,613.37
CO #003	$ 26,055.09	$ 26,055.09
CO #005	$ 1,502.01	$ 1,502.01
CO #007	$ 6,751.80	$ 6,751.80
CO #008	$ 13,337.92	$ 13,337.92
Totals:		**$ 84,937.54**

Total Remaining Allowance Amount with Adjustments **$ 115,062.46**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Roosevelt High School Modernizations - Admin & West Hall
4250 E Tulare Ave.
Fresno, CA 93702

CHANGE ORDER No. :	**009**
DSA File No. :	10-H8
Application No. :	02-120777

CONTRACTOR :
Soltek Pacific
1080 Holland Ave.
Clovis, CA 93612

DESIGNER'S PROJECT No. :	20039
FUSD BID/CONTRACT No. :	24-35
CONTRACTOR P.O. No. :	796997

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

The original Contract Sum was	$	10,377,000.00
Net change by previously authorized Change Orders	$	(694,023.95)
The Contract Sum prior to this Change Order was	$	9,682,976.05
The Contract Sum will be adjusted by	$	17,597.77
The new Contract Sum, including this Change Order will be	$	9,700,573.82
The Contract Completion date prior to this Change Order was		8/8/2025
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		8-Aug-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:

Lionakis
2025 19th Street
Sacramento, CA 95818
ARCHITECT/ENGINEER:

By: Jonathan McMurtry

Date: 11/3/25

Accepted by:

Soltek Pacific
1080 Holland Ave 2025
Clovis, CA 93612
CONTRACTOR:

Collin Froese Digitally signed by Collin Froese Date: 2025.11.04 15:24:11 -08'00'

By: Collin Froese

Date: 11/4/25

Authorized by:

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

By: Alex Belanger / Chief Executive

Date: 11/12/2025

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 9-1

DESCRIPTION OF CHANGE:
Replace existing utility boxes in the fire lane South of West Hall.

REASON FOR CHANGE:
During demolition, it was found that the existing utility boxes could not be salvaged.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP 100, PCO 127, RFI 277

Amount of this Change Order Item:	**Increase** $	**10,713.60**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 9-2

DESCRIPTION OF CHANGE:
Install carpet in lieu of sealed concrete in the new elevator.

REASON FOR CHANGE:
Carpet was added to the elevator floor to improve the asesthetics and sound absorbancy of the elevator

CHANGE CATEGORY:

District Request

DOCUMENT REFERENCE:
OTP 102, PCO 133, RFI 043

Amount of this Change Order Item:	**Increase** $	**2,891.17**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 9-3

DESCRIPTION OF CHANGE:
Relocate the existing site lighting electrical conduit, demolish the concrete encasement, pull wire to the nearest light pole and install new underground conduit and backfill. A total of $19,572.96 will be used of the Unknown/Unforeseen Allowance.

REASON FOR CHANGE:
During demolition, the concrete encased electrical line was found not to be deep enough and was necessary to be relocated.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP 91, RFI 254

Amount of this Change Order Item:	**Increase** $	-
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 9-4

DESCRIPTION OF CHANGE:
Remove existing concrete and replace with new concrete at the existing drinking fountians on the South side of West Hall

REASON FOR CHANGE:
The existing concrete elevation did not coincide with new elevation.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP 66, PCO 098

Amount of this Change Order Item:	**Increase** $	**3,993.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 9-5

DESCRIPTION OF CHANGE:
Relocated the existing Water line and install a new valve in the raised concrete area at the theater. A total of $4,857.71 will be used from the unknown unforeseen allowance.

REASON FOR CHANGE:
During the course of construction an existing waterline was found and needed to be relocated with a new valve.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP 55, PCO 123, RFI 237

Amount of this Change Order Item:	**Increase** $	-
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE** $	**17,597.77**
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: Roosevelt High School Mod

DSA #: 02-120777
BID #: 24-35

Date: 11/10/25
Contractor: SolTek
Architect: LionaKis
Change Order: Admin/West Hall 009, Library 007, Theater 007

Contract Summary:

Bid Award Amount(s)

Base Bid 1:	Admin Building Mod	$ 3,564,000.00
Base Bid 2:	Library Modernization	$ 2,376,000.00
Base Bid 3:	West Hall Modernization	$ 6,613,000.00
Base Bid 4:	Theater Modernization	$ 3,415,000.00
Add Alt 1:	Site: Decorative metal fencing & gates	$ 125,000.00
Add Alt 4:	Theater: architectural lighting system at auditorium	$ 235,000.00
Add Alt 5:	Library: Demo guardrail and surf prep at balcony-north	$ 292,000.00
Add Alt 6:	Library: Mechanical equipment and installation	$ 1,017,000.00
Allowance:	Unforeseen/unknown utility encounters and unknown dry rot	$ 200,000.00
Total Agreement Amount:		**$ 17,837,000.00**

Contract Adjustments:

Base Bid 1: Admin Building Mod ($3,564,000) Base Bid 3: West Hall Mod ($6,613,000) Allowance: Unforeseen/Unkown Utility ($200,000) — **$ 10,377,000.00**

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total	
Adm WH CO 001	$ -		$ -		$ -		$ 61,759.18		$ -		$ 61,759.18	$ 61,759.18
Adm WH CO 002	$ (1,572,425.00)		$ -		$ 31,707.18		$ 564,327.62		$ -		$ (976,390.20)	$ (976,390.20)
Adm WH CO 003	$ 9,340.10		$ -		$ -		$ 8,628.74		$ -		$ 17,968.84	$ 17,968.84
Adm WH CO 004	$ -		$ -		$ -		$ 33,476.66		$ -		$ 33,476.66	$ 33,476.66
Adm WH CO 005	$ 5,781.37		$ -		$ -		$ 76,627.35		$ 1,524.60		$ 83,933.32	$ 83,933.32
Adm WH CO 006	$ 50,723.19		$ -		$ -		$ -		$ -		$ 50,723.19	$ 50,723.19
Adm WH CO 007	$ 9,621.68		$ -		$ -		$ -		$ -		$ 9,621.68	$ 9,621.68
Adm WH CO 008	$ -		$ -		$ 8,710.61		$ 16,172.77		$ -		$ 24,883.38	$ 24,883.38
Adm WH CO 009	$ 2,891.17		$ -		$ 14,706.60		$ -		$ -		$ 17,597.77	$ 17,597.77
Totals:	**$ (1,494,067.49)**	-14.4%	$ -	0.0%	**$ 55,124.39**	0.5%	**$ 760,992.32**	7.3%	**$ 1,524.60**	0.0%	**$ (676,426.18)**	**$ (676,426.18)**
Admin West Hall Contract Amount with Adjustments												**$ 9,700,573.82**

Base Bid 2: Library Mod ($2,376,000) Add Alt 5: Library: Demo guardrail and surf prep at the balcony ($292,000) Add Alt 6: Library: Mechanical Equipment and Install ($1,017,000) — **$ 3,685,000.00**

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total	
Library Mod CO 001	$ 296,870.84		$ -		$ -		$ 90,876.85		$ -		$ 387,747.69	$ 387,747.69
Library Mod CO 002	$ 134,408.23		$ -		$ 22,340.96		$ 26,109.93		$ -		$ 182,859.12	$ 182,859.12
Library Mod CO 003	$ 10,026.60		$ -		$ 40,184.38		$ 104,190.15		$ -		$ 154,401.13	$ 154,401.13
Library Mod CO 004	$ 8,490.94		$ -		$ 45,616.62		$ -		$ -		$ 54,107.56	$ 54,107.56
Library Mod CO 005	$ -		$ -		$ 4,419.53		$ 13,054.37		$ -		$ 17,473.90	$ 17,473.90
Library Mod CO 006	$ 73,152.33		$ -		$ 1,751.45		$ -		$ -		$ 74,903.78	$ 74,903.78
Library Mod CO 007	$ 141,710.29		$ -		$ 52,855.17		$ 151,929.97		$ 6,503.80		$ 352,999.23	$ 352,999.23
Totals:	**$ 664,659.23**	18.0%	$ -	0.0%	**$ 167,168.11**	4.5%	**$ 386,161.27**	10%	**$ 6,503.80**	0.0%	**$ 1,224,492.41**	**$ 1,224,492.41**
Library Contract Amount with Adjustments												**$ 4,909,492.41**

Base Bid 4: Theater Mod ($3,415,000) Add Alt 1:Site: Decorative metal fencing & gates ($125,000.00) Add Alt 4: Theater: Architectural Lighting System at Auditorium ($235,000) — **$ 3,775,000.00**

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total	
Theater Mod CO 001	$ 5,205.89		$ -		$ -		$ -		$ -		$ 5,205.89	$ 5,205.89
Theater Mod CO 002	$ -		$ -		$ -		$ 72,425.28		$ -		$ 72,425.28	$ 72,425.28
Theater Mod CO 003	$ 3,349.95		$ -		$ 5,282.86		$ 72,608.68		$ -		$ 81,241.49	$ 81,241.49
Theater Mod CO 004	$ -		$ -		$ 31,466.16		$ -		$ -		$ 31,466.16	$ 31,466.16
Theater Mod CO 005	$ -		$ -		$ 111,209.41		$ 22,649.54		$ -		$ 133,858.95	$ 133,858.95
Theater Mod CO 006	$ -		$ -		$ -		$ 5,798.10		$ -		$ 5,798.10	$ 5,798.10
Theater Mod CO 007	$ -		$ -		$ 25,271.63		$ 22,971.15		$ -		$ 48,242.78	$ 48,242.78
Totals:	**$ 8,555.84**	0.2%	$ -	0.0%	**$ 173,230.06**	4.6%	**$ 196,452.75**	5.2%	$ -	0.0%	**$ 378,238.65**	**$ 378,238.65**
Theater Contract Amount with Adjustments												**$ 4,153,238.65**

Total New Contract Amount with Adjustments	**$**	**18,763,304.88**	5.19%

Allowance Amount			$ 200,000.00
	Unknown, Unforeseen Utility		Total
CO #001	$ 30,677.35		$ 30,677.35
CO #002	$ 6,613.37		$ 6,613.37
CO #003	$ 26,055.09		$ 26,055.09
CO #005	$ 1,502.01		$ 1,502.01
CO #007	$ 6,751.80		$ 6,751.80
CO #008	$ 13,337.92		$ 13,337.92
CO #009	$ 24,430.67		$ 24,430.67
Totals:			**$ 109,368.21**
Total Remaining Allowance Amount with Adjustments	**$ 90,631.79**		

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Roosevelt High School Modernizations - Library
4250 E Tulare Ave.
Fresno, CA 93702

CHANGE ORDER No. : 007

DSA File No. : 10-H8

Application No. : 02-120777

CONTRACTOR :
Soltek Pacific
1080 Holland Ave.
Clovis, CA 93612

DESIGNER'S PROJECT No. : 20039

FUSD BID/CONTRACT No. : 24-35

CONTRACTOR P.O. No. : 796997

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

The original Contract Sum was	$	3,685,000.00
Net change by previously authorized Change Orders	$	871,493.18
The Contract Sum prior to this Change Order was	$	4,556,493.18
The Contract Sum will be adjusted by	$	352,999.23
The new Contract Sum, including this Change Order will be	$	4,909,492.41
The Contract Completion date prior to this Change Order was		8/8/2025
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		8-Aug-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:

Lionakis
2025 19th Street
Sacramento, CA 95818

ARCHITECT/ENGINEER:

By: Jonathan McMurtry

Date: 9/25/25

Accepted by:

Soltek Pacific
1080 Holland Ave 2025
Clovis, CA 93612

CONTRACTOR:

Collin Froese Digitally signed by Collin Froese Date: 2025.10.15 08:58:24 -07'00'

By: Collin Froese

Date: 10/15/25

Authorized by:

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

OWNER:

By: Alex Belanger | Chief Executive

Date: 10/24/25

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

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

Item 7-1

DESCRIPTION OF CHANGE:
Repair roof leaks on the Library

REASON FOR CHANGE:
In course of construction, roof leaks were exposed that required repairs.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP 41.1, PCO 88

Amount of this Change Order Item:	**Increase $**	**52,855.17**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 7-2

DESCRIPTION OF CHANGE:
Demolition, added electrical, backing, technology, patching and painting to install a video wall in Library Room 101.

REASON FOR CHANGE:
The District requested a video wall in the Library.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP 86, PCO 99, RFI 271

Amount of this Change Order Item:	**Increase $**	**141,710.29**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 7-3

DESCRIPTION OF CHANGE:
Demo the existing back flow preventer (BFP) and install a new BFP with addional pipe 40 feet from the building. Extend the fire alarm conduit and wiring, install new bollards around the new BFP, and relocate the existing sprinkler valves. On the interior, revise the fire sprinkler layout and bracing.

REASON FOR CHANGE:
The Division of the State Architect required relocation of the newly installed fire sprinkler riser and related improvements.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 92, PCO 87, CCD 10

Amount of this Change Order Item:	**Increase**	**$145,382.52**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 7-4

DESCRIPTION OF CHANGE:
Provide additional receptacles monitors and computers per district request.

REASON FOR CHANGE:
Additional computer and monitor locatins were requested by the District.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP 93, PCO 107, RFI 165.2

Amount of this Change Order Item:	**Increase**	**$6,503.80**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 7-5

DESCRIPTION OF CHANGE:
Add wall attachment details for the hydronic piping in the Library mechanical yard.

REASON FOR CHANGE:
The detail for mainting the hydronic piping was not included in the drawings.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 54, PCO 57, RFI 167, RFI 170

Amount of this Change Order Item:	**Increase**	**$6,547.45**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 352,999.23**
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: Roosevelt High School Mod

DSA #: 02-120777

BID #: 24-35

Date: 10/30/25

Contractor: SolTek

Architect: LionaKis

Change Order: Admin/West Hall 008, Library 007, Theater 007

Contract Summary:

Bid Award Amount(s)

Base Bid 1:	Admin Building Mod	$ 3,564,000.00
Base Bid 2:	Library Modernization	$ 2,376,000.00
Base Bid 3:	West Hall Modernization	$ 6,613,000.00
Base Bid 4:	Theater Modernization	$ 3,415,000.00
Add Alt 1:	Site: Decorative metal fencing & gates	$ 125,000.00
Add Alt 4:	Theater: architectural lighting system at auditorium	$ 235,000.00
Add Alt 5:	Library: Demo guardrail and surf prep at balcony-north	$ 292,000.00
Add Alt 6:	Library: Mechanical equipment and installation	$ 1,017,000.00
Allowance:	Unforeseen/unknown utility encounters and unknown dry rot	$ 200,000.00
Total Agreement Amount:		**$ 17,837,000.00**

Contract Adjustments:

Base Bid 1: Admin Building Mod ($3,564,000) Base Bid 3: West Hall Mod ($6,613,000) Allowance: Unforeseen/Unkown Utility ($200,000) **$ 10,377,000.00**

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total	
Adm WH CO 001	$ -		$ -		$ -		$ 61,759.18		$ -		$ 61,759.18	**$ 61,759.18**
Adm WH CO 002	$ (1,572,425.00)		$ -		$ 31,707.18		$ 564,327.62		$ -		$ (976,390.20)	**$ (976,390.20)**
Adm WH CO 003	$ 9,340.10		$ -		$ -		$ 8,628.74		$ -		$ 17,968.84	**$ 17,968.84**
Adm WH CO 004	$ -		$ -		$ -		$ 33,476.66		$ -		$ 33,476.66	**$ 33,476.66**
Adm WH CO 005	$ 5,781.37		$ -		$ -		$ 76,627.35		$ 1,524.60		$ 83,933.32	**$ 83,933.32**
Adm WH CO 006	$ 50,723.19		$ -		$ -		$ -		$ -		$ 50,723.19	**$ 50,723.19**
Adm WH CO 007	$ 9,621.68		$ -		$ -		$ -		$ -		$ 9,621.68	**$ 9,621.68**
Adm WH CO 008	$ -		$ -		$ 8,710.61		$ 16,172.77		$ -		$ 24,883.38	**$ 24,883.38**
Totals:	**$ (1,496,958.66)**	-14.4%	**$ -**	0.0%	**$ 40,417.79**	0.4%	**$ 760,992.32**	7.3%	**$ 1,524.60**	0.0%	**$ (694,023.95)**	**$ (694,023.95)**
Admin West Hall Contract Amount with Adjustments												**$ 9,682,976.05**

Base Bid 2: Library Mod ($2,376,000) Add Alt 5: Library: Demo guardrail and surf prep at the balcony ($292,000) Add Alt 6: Library: Mechanical Equipment and Install ($1,017,000) **$ 3,685,000.00**

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total	
Library Mod CO 001	$ 296,870.84		$ -		$ -		$ 90,876.85		$ -		$ 387,747.69	**$ 387,747.69**
Library Mod CO 002	$ 134,408.23		$ -		$ 22,340.96		$ 26,109.93		$ -		$ 182,859.12	**$ 182,859.12**
Library Mod CO 003	$ 10,026.60		$ -		$ 40,184.38		$ 104,190.15		$ -		$ 154,401.13	**$ 154,401.13**
Library Mod CO 004	$ 8,490.94		$ -		$ 45,616.62		$ -		$ -		$ 54,107.56	**$ 54,107.56**
Library Mod CO 005	$ -		$ -		$ 4,419.53		$ 13,054.37		$ -		$ 17,473.90	**$ 17,473.90**
Library Mod CO 006	$ 73,152.33		$ -		$ 1,751.45		$ -		$ -		$ 74,903.78	**$ 74,903.78**
Library Mod CO 007	$ 141,710.29		$ -		$ 52,855.17		$ 151,929.97		$ 6,503.80		$ 352,999.23	**$ 352,999.23**
Totals:	**$ 664,659.23**	18.0%	**$ -**	0.0%	**$ 167,168.11**	4.5%	**$ 386,161.27**	10%	**$ 6,503.80**	0.0%	**$ 1,224,492.41**	**$ 1,224,492.41**
Library Contract Amount with Adjustments												**$ 4,909,492.41**

Base Bid 4: Theater Mod ($3,415,000) Add Alt 1:Site: Decorative metal fencing & gates ($125,000.00) Add Alt 4: Theater: Architectural Lighting System at Auditorium ($235,000) **$ 3,775,000.00**

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total	
Theater Mod CO 001	$ 5,205.89		$ -		$ -		$ -		$ -		$ 5,205.89	**$ 5,205.89**
Theater Mod CO 002	$ -		$ -		$ -		$ 72,425.28		$ -		$ 72,425.28	**$ 72,425.28**
Theater Mod CO 003	$ 3,349.95		$ -		$ 5,282.86		$ 72,608.68		$ -		$ 81,241.49	**$ 81,241.49**
Theater Mod CO 004	$ -		$ -		$ 31,466.16		$ -		$ -		$ 31,466.16	**$ 31,466.16**
Theater Mod CO 005	$ -		$ -		$ 111,209.41		$ 22,649.54		$ -		$ 133,858.95	**$ 133,858.95**
Theater Mod CO 006	$ -		$ -		$ -		$ 5,798.10		$ -		$ 5,798.10	**$ 5,798.10**
Theater Mod CO 007	$ -		$ -		$ 25,271.63		$ 22,971.15		$ -		$ 48,242.78	**$ 48,242.78**
Totals:	**$ 8,555.84**	0.2%	**$ -**	0.0%	**$ 173,230.06**	4.6%	**$ 196,452.75**	5.2%	**$ -**	0.0%	**$ 378,238.65**	**$ 378,238.65**
Theater Contract Amount with Adjustments												**$ 4,153,238.65**

Total New Contract Amount with Adjustments	**$**	**18,745,707.11**	5.09%

Allowance Amount $ 200,000.00

	Unknown, Unforeseen Utility	Total
CO #001	$ 30,677.35	$ 30,677.35
CO #002	$ 6,613.37	$ 6,613.37
CO #003	$ 26,055.09	$ 26,055.09
CO #005	$ 1,502.01	$ 1,502.01
CO #007	$ 6,751.80	$ 6,751.80
CO #008	$ 13,337.92	$ 13,337.92
Totals:		**$ 84,937.54**

Total Remaining Allowance Amount with Adjustments **$ 115,062.46**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Roosevelt High School Modernizations - Theater
4250 E Tulare Ave.
Fresno, CA 93702

CHANGE ORDER No. : 007

DSA File No. : 10-H8

Application No. : 02-120777

CONTRACTOR :
Soltek Pacific
1080 Holland Ave.
Clovis, CA 93612

DESIGNER'S PROJECT No. : 20039

FUSD BID/CONTRACT No. : 24-35

CONTRACTOR P.O. No. : 797004

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

The original Contract Sum was	$	3,775,000.00
Net change by previously authorized Change Orders	$	329,995.87
The Contract Sum prior to this Change Order was	$	4,104,995.87
The Contract Sum will be adjusted by	$	48,242.78
The new Contract Sum, including this Change Order will be	$	4,153,238.65
The Contract Completion date prior to this Change Order was		8-Aug-25
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		8-Aug-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:

Lionakis
2025 19th Street
Sacramento, CA 95818
ARCHITECT/ENGINEER:

By: Jonathan McMurtry

Date: 9/25/25

Accepted by:

Soltek Pacific
1080 Holland Ave 2025
Clovis, CA 93612
CONTRACTOR:

Collin Froese Digitally signed by Collin Froese Date: 2025.10.15 08:54:50 -07'00'

By: Collin Froese

Date: 10/15/25

Authorized by:

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

By: Alex Belanger | Chief Executive

Date: 10/21/2025

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 7-1

DESCRIPTION OF CHANGE:
Add carpet and rubber base in the Foyer.

REASON FOR CHANGE:
The project documents did not include the necessary demolition of the existing carpet and tile. It was necessary to add additional flooring and base.
CHANGE CATEGORY:
Designer E & O.
DOCUMENT REFERENCE:
OTP 96, PCO 111, RFI 260.1

Amount of this Change Order Item:	**Increase $**	**25,271.63**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 7-2

DESCRIPTION OF CHANGE:
Provide 8" post mount dimensional aluminum lettering at the new ticket window. Provide building lettering "Audra McDonald Theatre" above the ticker window.

REASON FOR CHANGE:
The new ticket window required the removal of the existing signage. The Theater staff requested new letters to replace. The Project documents did not include replacement of the lettering that was demolished for new ticket window orientation. It was necessary to replace the lettering.
CHANGE CATEGORY:
District requested change.
DOCUMENT REFERENCE:
OTP 99, PCO 104, RFI 263, PR-22

Amount of this Change Order Item:	**Increase $**	**3,821.76**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 7-3

DESCRIPTION OF CHANGE:
Demo the existing wall tile and replace with new lath and plaster at the front of the theater entrace walls on both sides.

REASON FOR CHANGE:
During demolition, it was found that the existing tile was cracked and should be replaced.
CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.
DOCUMENT REFERENCE:
OTP 104, PCO 126, RFI 221.1

Amount of this Change Order Item:	**Increase $**	**19,149.39**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**48,242.78**
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: Roosevelt High School Mod

DSA #: 02-120777

BID #: 24-35

Date: 10/30/25

Contractor: SolTek

Architect: LionaKis

Change Order: Admin/West Hall 008, Library 007, Theater 007

Contract Summary:

Bid Award Amount(s)		
Base Bid 1:	Admin Building Mod	$ 3,564,000.00
Base Bid 2:	Library Modernization	$ 2,376,000.00
Base Bid 3:	West Hall Modernization	$ 6,613,000.00
Base Bid 4:	Theater Modernization	$ 3,415,000.00
Add Alt 1:	Site: Decorative metal fencing & gates	$ 125,000.00
Add Alt 4:	Theater: architectural lighting system at auditorium	$ 235,000.00
Add Alt 5:	Library: Demo guardrail and surf prep at balcony-north	$ 292,000.00
Add Alt 6:	Library: Mechanical equipment and installation	$ 1,017,000.00
Allowance:	Unforeseen/unknown utility encounters and unknown dry rot	$ 200,000.00
Total Agreement Amount:		**$ 17,837,000.00**

Contract Adjustments:

Base Bid 1: Admin Building Mod ($3,564,000) Base Bid 3: West Hall Mod ($6,613,000) Allowance: Unforeseen/Unkown Utility ($200,000) — **$ 10,377,000.00**

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total	
Adm WH CO 001	$ -		$ -		$ -		$ 61,759.18		$ -		$ 61,759.18	**$ 61,759.18**
Adm WH CO 002	$ (1,572,425.00)		$ -		$ 31,707.18		$ 564,327.62		$ -		$ (976,390.20)	**$ (976,390.20)**
Adm WH CO 003	$ 9,340.10		$ -		$ -		$ 8,628.74		$ -		$ 17,968.84	**$ 17,968.84**
Adm WH CO 004	$ -		$ -		$ -		$ 33,476.66		$ -		$ 33,476.66	**$ 33,476.66**
Adm WH CO 005	$ 5,781.37		$ -		$ -		$ 76,627.35		$ 1,524.60		$ 83,933.32	**$ 83,933.32**
Adm WH CO 006	$ 50,723.19		$ -		$ -		$ -		$ -		$ 50,723.19	**$ 50,723.19**
Adm WH CO 007	$ 9,621.68		$ -		$ -		$ -		$ -		$ 9,621.68	**$ 9,621.68**
Adm WH CO 008	$ -		$ -		$ 8,710.61		$ 16,172.77		$ -		$ 24,883.38	**$ 24,883.38**
Totals:	**$ (1,496,958.66)**	-14.4%	**$ -**	0.0%	**$ 40,417.79**	0.4%	**$ 760,992.32**	7.3%	**$ 1,524.60**	0.0%	**$ (694,023.95)**	**$ (694,023.95)**
Admin West Hall Contract Amount with Adjustments												**$ 9,682,976.05**

Base Bid 2: Library Mod ($2,376,000) Add Alt 5: Library: Demo guardrail and surf prep at the balcony ($292,000) Add Alt 6: Library: Mechanical Equipment and Install ($1,017,000) — **$ 3,685,000.00**

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total	
Library Mod CO 001	$ 296,870.84		$ -		$ -		$ 90,876.85		$ -		$ 387,747.69	**$ 387,747.69**
Library Mod CO 002	$ 134,408.23		$ -		$ 22,340.96		$ 26,109.93		$ -		$ 182,859.12	**$ 182,859.12**
Library Mod CO 003	$ 10,026.60		$ -		$ 40,184.38		$ 104,190.15		$ -		$ 154,401.13	**$ 154,401.13**
Library Mod CO 004	$ 8,490.94		$ -		$ 45,616.62		$ -		$ -		$ 54,107.56	**$ 54,107.56**
Library Mod CO 005	$ -		$ -		$ 4,419.53		$ 13,054.37		$ -		$ 17,473.90	**$ 17,473.90**
Library Mod CO 006	$ 73,152.33		$ -		$ 1,751.45		$ -		$ -		$ 74,903.78	**$ 74,903.78**
Library Mod CO 007	$ 141,710.29		$ -		$ 52,855.17		$ 151,929.97		$ 6,503.80		$ 352,999.23	**$ 352,999.23**
Totals:	**$ 664,659.23**	18.0%	**$ -**	0.0%	**$ 167,168.11**	4.5%	**$ 386,161.27**	10%	**$ 6,503.80**	0.0%	**$ 1,224,492.41**	**$ 1,224,492.41**
Library Contract Amount with Adjustments												**$ 4,909,492.41**

Base Bid 4: Theater Mod ($3,415,000) Add Alt 1:Site: Decorative metal fencing & gates ($125,000.00) Add Alt 4: Theater: Architectural Lighting System at Auditorium ($235,000) — **$ 3,775,000.00**

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total	
Theater Mod CO 001	$ 5,205.89		$ -		$ -		$ -		$ -		$ 5,205.89	**$ 5,205.89**
Theater Mod CO 002	$ -		$ -		$ -		$ 72,425.28		$ -		$ 72,425.28	**$ 72,425.28**
Theater Mod CO 003	$ 3,349.95		$ -		$ 5,282.86		$ 72,608.68		$ -		$ 81,241.49	**$ 81,241.49**
Theater Mod CO 004	$ -		$ -		$ 31,466.16		$ -		$ -		$ 31,466.16	**$ 31,466.16**
Theater Mod CO 005	$ -		$ -		$ 111,209.41		$ 22,649.54		$ -		$ 133,858.95	**$ 133,858.95**
Theater Mod CO 006	$ -		$ -		$ -		$ 5,798.10		$ -		$ 5,798.10	**$ 5,798.10**
Theater Mod CO 007	$ -		$ -		$ 25,271.63		$ 22,971.15		$ -		$ 48,242.78	**$ 48,242.78**
Totals:	**$ 8,555.84**	0.2%	**$ -**	0.0%	**$ 173,230.06**	4.6%	**$ 196,452.75**	5.2%	**$ -**	0.0%	**$ 378,238.65**	**$ 378,238.65**
Theater Contract Amount with Adjustments												**$ 4,153,238.65**

Total New Contract Amount with Adjustments	**$**	**18,745,707.11**	5.09%

Allowance Amount		$ 200,000.00
	Unknown, Unforeseen Utility	**Total**
CO #001	$ 30,677.35	$ 30,677.35
CO #002	$ 6,613.37	$ 6,613.37
CO #003	$ 26,055.09	$ 26,055.09
CO #005	$ 1,502.01	$ 1,502.01
CO #007	$ 6,751.80	$ 6,751.80
CO #008	$ 13,337.92	$ 13,337.92
Totals:		**$ 84,937.54**
Total Remaining Allowance Amount with Adjustments	**$ 115,062.46**	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Fresno High School Aux Gym
1839 N Echo Ave,
Fresno, CA 93704

CHANGE ORDER No. :	**007**
DSA File No. :	10-H8
Application No. :	02-120778

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

DESIGNER'S PROJECT No. :	20040
FUSD BID/CONTRACT No. :	24-56
CONTRACTOR P.O. No. :	00000805347

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

The original Contract Sum was	$	11,999,471.00
Net change by previously authorized Change Orders	$	423,720.41
The Contract Sum prior to this Change Order was	$	12,423,191.41
The Contract Sum will be adjusted by	$	354,118.59
The new Contract Sum, including this Change Order will be	$	12,777,310.00
The Contract Completion date prior to this Change Order was		31-Jul-25
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		7/31/2025

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:

Lionakis
2025 19th Street
Sacramento, CA 95818
ARCHITECT/ENGINEER:

By: Jonathan McMurtry

Date: 10/24/25

Accepted by:

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

STEPHEN DAVIS

By: Stephen Davis

Date: 10/26/2025

Authorized by:

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

By: Alex Belanger | Chief Executive

Date: 10/30/25

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

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

Item 7-1

DESCRIPTION OF CHANGE:
Provide and install irrigation time clock with electrical power and increase the main line size at the SE corner of the gym.

REASON FOR CHANGE:
To improve the operation of the existing battery operated controllers and provide future capacity, new controllers, power and piping were added.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP 059, CCR 061, PR-23

Amount of this Change Order Item:	**Increase $**	**8,542.42**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 7-2

DESCRIPTION OF CHANGE:
Paint conduit for relocated speakers

REASON FOR CHANGE:
The speakers were in conflict with the trusses and therefore relocated. The required additional conduit was requested to be painted to match the underside of the open ceiling.

CHANGE CATEGORY:
Designer E & O

DOCUMENT REFERENCE:
OTP 060, CCR 063-R3, RFI 156

Amount of this Change Order Item:	**Increase $**	**4,166.80**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 7-3

DESCRIPTION OF CHANGE:
Investigate existing site sewer line including potholing, camera inpection, verification of routing, depths and final POC location.

REASON FOR CHANGE:
A change in the sewer plan required connecting to a different sewer line which needed to be investigated to confirm its location.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP 061, CCR 064

Amount of this Change Order Item:	**Increase**	$	**6,769.42**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 7-4

DESCRIPTION OF CHANGE:
Provide credit for two wall pack light fixtures.

REASON FOR CHANGE:
While coordinating site revisions, it was determined that there were two light fixtures that were not needed.

CHANGE CATEGORY:
Designer E & O

DOCUMENT REFERENCE:
CCR 039, PR-15

Amount of this Change Order Item:	**Increase**	$	**(503.80)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 7-5

DESCRIPTION OF CHANGE:
Provide and install 21 cameras and infrastructure for the new gym.

REASON FOR CHANGE:
The necessary cameras requested by the District were not included in the project documents.

CHANGE CATEGORY:
Designer E & O

DOCUMENT REFERENCE:
OTP 009.1, CCR 007-R1, RFI 023

Amount of this Change Order Item:	**Increase**	$	**111,247.08**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

Item 7-6

DESCRIPTION OF CHANGE:
Dispose stockpile of salvaged light fixtures from tennis courts.

REASON FOR CHANGE:
The project documents called for the tennis court light fixtures to be taken by the District. The light fixtures were not salvageable after taken down.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP 027, CCR 033

Amount of this Change Order Item:	**Increase** $	**9,045.30**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 7-7

DESCRIPTION OF CHANGE:
Change irrigation line from 4" to 6" per district request.

REASON FOR CHANGE:
In order to better support future projects, the irrigation line size was increased now while the ground is open to avoid having to increase the size at a later date.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP 051, CCR 056

Amount of this Change Order Item:	**Increase** $	**4,973.10**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 7-8

DESCRIPTION OF CHANGE:
Reroute PG&E main feeder including but not limited to: Demo of sidewalk and concrete slurry at main power conduit, plumbing reroute and concrete sidewalk replacement.

REASON FOR CHANGE:
The existing PG&E main electrical feeder was found to be in conflict with the new tennis court footings. It was necessary to relocate the 12kv line.

CHANGE CATEGORY:
Designer E & O

DOCUMENT REFERENCE:
OTP 055, CCR051-R3, PR-18

Amount of this Change Order Item:	**Increase** $	**208,214.59**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 7-9

DESCRIPTION OF CHANGE:
Provide a credit to downsize the sewer pipe connection to the street.

REASON FOR CHANGE:
The reroute of the the sewer line to avoid a conflict with the new tennis courts footing required a new connection to the street. The cost provided was for a larger pipe than was actually needed. A credit for the larger pipe was necessary.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
CCR-067

Amount of this Change Order Item:	**Increase $**	**(3,133.20)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 7-10

DESCRIPTION OF CHANGE:
Provide plywood covering the north, west and south wall in the electrical room for the low voltage systems and future potential systems.

REASON FOR CHANGE:
To facilitate the ease of equipment mounting for this and future work, plywood paneling was added.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
CCR-054, RFU 141

Amount of this Change Order Item:	**Increase $**	**4,796.88**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**354,118.59**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Fresno High Aux Gym

DSA #: 02-120778

BID #: 24-56

Date: 10/28/25

Contractor: DMCI

Architect: LionaKis

Change Order: 7

Contract Summary:

Bid Award Amount(s)

Base Bid:	Auxiliary Gym and Site Improvements	$ 11,650,000.00
Add Alt 1:	Upgrade PG&E Gas Meter	$ 15,137.00
Add Alt 2:	Soccer Fiels Lights and Pedestal Outlets	$ 84,334.00
Allowance:	Unknown/unforeseen underground utility encounters performed on time and material basis.	$ 250,000.00
Total Agreement Amount:		**$ 11,999,471.00**

Contract Adjustments:

Total Contract Amount **$ 11,999,471.00**

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	$ 39,857.96		$ -		$ 3,542.42		$ 40,789.44		$ -		$ 84,189.82		
CO #002	$ 63,438.90		$ 9,843.90		$ -		$ 10,219.83		$ -		$ 83,502.63		
CO #003	$ 12,014.94		$ -		$ -		$ 32,810.75		$ (983.20)		$ 43,842.49		
CO #004	$ 17,373.59		$ -		$ -		$ 73,030.49		$ -		$ 90,404.08		
CO #005	$ 294.91		$ -		$ -		$ 52,222.12		$ -		$ 52,517.03		
CO #006	$ 69,264.36		$ -		$ -		$ -		$ -		$ 69,264.36		
CO #007	$ 27,357.70		$ -		$ 3,636.22		$ 323,124.67		$ -		$ 354,118.59		
Totals:	**$ 229,602.36**	1.9%	**$ 9,843.90**	0.1%	**$ 7,178.64**	0.1%	**$ 532,197.30**	4.4%	**$ (983.20)**	0.0%	**$ 777,839.00**	**$ 777,839.00**	6.5%

Total Contract Amount with Adjustments **$ 12,777,310.00**

Unknown/unforeseen underground utility encounters performed on time and material basis. $ 250,000.00

	Unknown/unforeseen underground utility encounters.	Total
CO #001	$ 2,640.00	$ 2,640.00
CO #003	$ 66,855.76	$ 66,855.76
CO #004	$ 27,927.64	$ 27,927.64
CO #006	$ 69,395.70	$ 69,395.70
Totals:	$ 166,819.10	**$ 166,819.10**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Figarden Elementary School
MPR Roof Replacement

CHANGE ORDER No. : 001

DSA File No.: N/A

Application No.: N/A

CONTRACTOR :
California Constructors
331 N. Engel St.
Escondido, CA 92029

DESIGNER'S PROJECT No.: 01130-24-003

FUSD BID/CONTRACT No.: 24-80

CONTRACTOR P.O. No.: 806165

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

The original Contract Sum was	$	284,634.00
Net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	284,634.00
The Contract Sum will be adjusted by	$	464.80
The new Contract Sum, including this Change Order will be	$	285,098.80
The Contract Completion date prior to this Change Order was		15-Aug-2024
The Contract Time will be adjusted by		(358) Calendar Days
The new Contract Completion date, including this Change Order is therefore		8-Aug-2025

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:

ARCHITECT/ENGINEER:
Provost & Pritchard Engineering Group, Inc.

By: Troy Brooks

Date: 8.28.2025

Accepted by:

CONTRACTOR:
California Constructors

Alan Ang

Digitally signed by Alan Ang
DN: cn=Alan Ang, o, ou, email=aang@californiaconstructors.com, c=US
Date: 2025.09.04 12:12:31 -07'00'

By: Alan Ang

Date: 9-4-2025

Authorized by:

OWNER:
Fresno Unified School District

By: Alex Belanger, Assoc. Supt.

Date: 9/5/25

Change Order Summary
Page 1 of 3

Fresno Unified School District

CHANGE ORDER

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

Item 1-1 **DESCRIPTION OF CHANGE:**

Upgrade roof shingle product type.

REASON FOR CHANGE:

Base bid included a type of roof shingle type with a shorter life span and not according to District standards. Cost to upgrade product to Malarkey Roofing Product's "Legacy" shingle.

CHANGE CATEGORY:

District Requested Change

DOCUMENT REFERENCE:

California Constructors' COR #1 dated 6/25/2024

Amount of this Change Order Item: Increase: $4,364.80

Time adjustment by this Change Order Item: Increase: (0) Calendar Days

Item 1-2 **DESCRIPTION OF CHANGE:**

Architectural roofing panel manufacturer installation requirement.

REASON FOR CHANGE:

Architectural metal panel manufacturer required a C-43 licensed contractor in order to purchase, install and maintain a manufacturer warranty.

CHANGE CATEGORY:

Uknown, Unforeseen, Hidden

DOCUMENT REFERENCE:

California Constructors' COR #2 dated 7/25/2024

Amount of this Change Order Item: Increase: $7,200.00

Time adjustment by this Change Order Item: Increase: (0) Calendar Days

Item 1-3 **DESCRIPTION OF CHANGE:**

Credit for unused bid allowances.

REASON FOR CHANGE:

Cost allowances for potential plywood or roof drain replacement were included in the project bid. No replacements were required during the project. Allowances are credited back to district.

CHANGE CATEGORY:

Uknown, Unforeseen, Hidden

DOCUMENT REFERENCE:

Bid Tabulation dated April 25, 2024

Amount of this Change Order Item: Decrease: ($11,100.00)

Time adjustment by this Change Order Item: Increase: (0) Calendar Days

Item 1-4 **DESCRIPTION OF CHANGE:**

Add three hundred and fifty-eight (358) calendar days to the contract duration. FUSD and contractor each acknowledge and agree that the contract remains in full force and effect and nothing in this change order shall constitute a waiver by FUSD of any or all rights it has under the contract or applicable law. No compensation is due to contractor for additional days identified in this Change Order.

REASON FOR CHANGE:

Per agreement between contractor and FUSD to postpone necessary corrections to roofing installation until the following summer when school was not in session.

CHANGE CATEGORY:

Uknown, Unforeseen, Hidden

DOCUMENT REFERENCE:

N/A

Amount of this Change Order Item:	Increase: $0.00
Time adjustment by this Change Order Item:	Increase: (358) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE: $464.80
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE: (358) CALENDAR DAYS

*** End of CHANGE ORDER ***

Change Order Item Detail

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name: *Figarden Elementary School*
MPR Roof Replacement
DSA #: N/A
BID #: 24-80

Date: 08/28/25
Contractor: California Constructors
Architect: Provost & Pritchard
Change Order: 001

Contract Summary:

Bid Award Amount(s)

Base Bid:	$	273,534.00
Base Bid 2(Allowance)	$	7,500.00
Base Bid 3(Allowance)	$	3,600.00
Additive Alternate 2:		
Additive Alternate 3:		
Additive Alternate 4:		
Total Agreement Amount:	**$**	**284,634.00**

Contract Adjustments:

Total Contract Amount $ 284,634.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ 4,364.80		$ -		$ (3,900.00)				$ -		$ 464.80			
CO #002	$ -		$ -				$ -		$ -		$ -			
CO #003	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ 4,364.80**	2%	**$ -**	0%	**$ (3,900.00)**	-1%	**$ -**	0%	**$ -**	0%	**$ 464.80**		**$ 464.80**	0.2%
Total Contract Amount with Adjustments													**$ 285,098.80**	

Total Allowance Amount $ 11,100.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	$ -		$ -		$ (11,100.00)				$ -		$ (11,100.00)		
	$ -		$ -		$ -		$ -		$ -		$ -		
Totals:	**$ -**	0%	**$ -**	0%	**$ (11,100.00)**	-4%	**$ -**	0%	**$ -**	0%	**$ (11,100.00)**	**$**	**(11,100.00)**
Total Allowance Remaining												**$**	-

Docusign Envelope ID: 4CD7939F-47CC-41B1-A32C-48E4A0B724D0

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Starr ES HVAC Replacement

CHANGE ORDER No. :	**001**
DSA File No. :	10-48
Application No. :	02-122444

CONTRACTOR :
Strategic Mechanical, INC.
4661 E Commerce Ave
Fresno, CA 93725

DESIGNER'S PROJECT No. :	1424
FUSD BID/CONTRACT No. :	25-08
CONTRACTOR P.O. No. :	25009714

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

The original Contract Sum was		$2,171,000.00
Net change by previously authorized Change Orders		$0.00
The Contract Sum prior to this Change Order was	$	2,171,000.00
The Contract Sum will be adjusted by		$58,805.79
The new Contract Sum, including this Change Order will be	$	2,229,805.79
The Contract Completion date prior to this Change Order was		7-Aug-25
The Contract Time will be adjusted by		20 Days
The new Contract Completion date, including this Change Order is therefore		27-Aug-25

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:

NET POSITIVE
5 River Park Place E STE 303
Fresno, CA, 93720
ARCHITECT/ENGINEER:

Hannah Brigdon
Digitally signed by Hannah Brigdon
DN: C=US, E=hbrigdon@tpgeng.com, O=Net Positive Consulting Engineers, CN=Hannah Brigdon
Date: 2025.10.01 11:50:15-07'00'

By: Hannah Brigdon PE

Date: 10/01/2025

Accepted by:

Strategic Mechanical 4661 E Commerce Ave,Fresno, CA 93725
CONTRACTOR:

Signed by:
Chad Petty
6B74CCB2778414CE...

By: Chad Petty

Date: 10/14/2025 | 1:23 PM PDT

Authorized by:

Fresno Unified School District
4600 N. Brawley Ave.
Fresno CA 93722
OWNER:

By: Alex Belanger

Date: 10/16/2025

Docusign Envelope ID: 4CD7939F-47CC-41B1-A32C-48E4A0B724D0

Fresno Unified School District

CHANGE ORDER

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

Item 1-01 **STARR ES - Boiler Room Isolation Valves**

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment necessary to install new isolation valves at the boiler room. Installation shall be completed in full compliance with the Contract Documents.

REASON FOR CHANGE:
Project drawing did not call for the isolation valve to be installed at the boiler room. Fresno Unified School District has requested the isolation valve to be incorporated.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Contractor Cost No. RFC001

Amount of this Change Order Item:	**Increase $**	**11,195.46**
Time adjustment by this Change Order Item:	**Increase**	2 Days

Item 1-02 **STARR ES -Hot Water Supply & Return Added Scope**

DESCRIPTION OF CHANGE:
Furnish all labor, materials, and equipment necessary to install the added hot water supply and return (HWS&R) piping per RFI #004 response. Work shall include demolition and removal as required, fabrication and installation of new piping, valves, fittings, hangers, insulation, and protective shields in the mechanical room and designated areas. All new connections shall be made to existing systems at approved points of connection, with all joints, welds, and terminations completed in accordance with contract requirements. Insulation shall include fiberglass with PVC jacket and elbows, furnished and installed complete. All work shall comply with the contract documents.

REASON FOR CHANGE:
During construction the contractor discovered two hot water lines that were not shown on as part of the scope of work for this project. The contractor was advised to reconnect these lines to the system.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
Contractor Cost No. RFC002

Amount of this Change Order Item:	**Increase $**	**4,804.81**
Time adjustment by this Change Order Item:	**Increase**	1 Day

Fresno Unified School District

CHANGE ORDER

Item 1-03 **STARR ES -VAV Access Doors**

DESCRIPTION OF CHANGE:
Furnish all labor, materials, and equipment necessary to provide access for the removal and installation of new VAV units. Scope of work includes demolition of two (2) ceiling openings, installation of two (2) new 20"x24" access doors, and associated ceiling modifications. Following installation, patch and refinish ceilings as required, including painting to match existing adjacent surfaces. All work shall be completed in accordance with the contract documents and coordinated with existing construction.

REASON FOR CHANGE:
During construction, it was identified that the existing access openings to the VAV units were undersized and not practical for use. To ensure proper serviceability, the contractor proposed enlarging and modifying the access doors, providing Fresno Unified with improved access for future maintenance. This modification was reviewed and approved by the Fresno Unified School District.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
Contractor Cost No. RFC003

Amount of this Change Order Item:	**Increase $**	**6,958.61**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-04 **STARR ES - HC-3 Duct Rework:**

DESCRIPTION OF CHANGE:
Furnish all labor, materials, and equipment to demolish and rework existing duct drops serving the HC-3 package unit. Work includes removal of existing ductwork sections, fabrication, and installation of revised duct configurations, joints, fittings, and supports per RFI #018. All ductwork shall be sealed, insulated, and tested in accordance with the contract documents.

REASON FOR CHANGE:
During construction, existing duct drops were found to be misaligned and required reconfiguration to properly connect with the HC-3 package unit. This rework was directed per RFI #018 to ensure proper system performance and compliance with design intent.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
Contractor Cost No. RFC004

Amount of this Change Order Item:	**Increase $**	**2,806.15**
Time adjustment by this Change Order Item:	**Increase**	2 Days

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Fresno Unified School District

CHANGE ORDER

Item 1-05 **STARR ES - HC-1 Additional Roofing**

DESCRIPTION OF CHANGE:
Provide all labor, materials, and subcontracted services to install additional roofing at HC-1. Work includes furnishing and installing approximately 500 square feet of Tremco BUR roofing system, including insulation, adhesives, and protective coatings, to cover areas required by new blocking not originally accounted for on sheet M520.

REASON FOR CHANGE:
The roofing area shown on contract documents underestimated the actual square footage required at HC-1. Additional roofing was necessary to properly cover and protect the new blocking and adjacent roof assembly, as verified during field installation.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
Contractor Cost No. RFC005

Amount of this Change Order Item:	**Increase $**	**16,290.34**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-06 **STARR ES -120V VAV Power**

DESCRIPTION OF CHANGE:
Furnish all labor, materials, and equipment to provide new 120V power to VAV boxes in Building A. Work includes installation of new circuits, conduit, wiring, breakers, and associated terminations as directed in RFI #018. Circuits shall be divided into north and south zones, each connected to existing electrical panels, and verified for proper load capacity.

REASON FOR CHANGE:
Addenda 4-07 and 6-03 referenced existing 120V power availability at the VAV locations; however, field verification determined no such power existed. New 120V circuits were required to energize the VAV units and ensure operational functionality.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
Contractor Cost No. RFC006

Amount of this Change Order Item:	**Increase $**	**12,753.42**
Time adjustment by this Change Order Item:	**Increase**	14 Days

Docusign Envelope ID: 4CD7939F-47CC-41B1-A32C-48E4A0B724D0

Fresno Unified School District

CHANGE ORDER

Item 1-07 **STARR ES- F/CC-1 Floor Replacement**

Provide all labor, materials, equipment, and subcontracted services to demolish and replace the existing damaged flooring in the closet for F/CC-1. Work includes removal of deteriorated subfloor, installation of new framing, sheathing, and hardware, and refinishing to restore a stable and serviceable floor system.

REASON FOR CHANGE:
During construction, the flooring within the F/CC-1 closet was found to be damaged and unsuitable to support new mechanical equipment. Replacement was necessary to provide a safe, structurally sound foundation for the installed systems.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
Contractor Cost No. RFC007

Amount of this Change Order Item:	**Increase**	**$1,924.25**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-08 **STARR ES -Water PRV Replacement**

DESCRIPTION OF CHANGE:
Furnish all labor, materials, and equipment to remove and replace two (2) existing water pressure reducing valves (PRVs) and associated fittings in the boiler room makeup water system. Work includes installation of new valves, unions, adapters, and copper piping with connections tested for proper operation.

REASON FOR CHANGE:
The existing water PRVs were identified as deteriorated and inadequate for continued service. Replacement was required to ensure proper system pressure regulation and reliable performance of the boiler room makeup water supply.

CHANGE CATEGORY:
District requested change

DOCUMENT REFERENCE:
Contractor Cost No. RFC008

Amount of this Change Order Item:	**Increase $**	**1,380.07**
Time adjustment by this Change Order Item:	**Increase**	1 Day

Docusign Envelope ID: 4CD7939F-47CC-41B1-A32C-48E4A0B724D0

Fresno Unified School District

CHANGE ORDER

Item 1-09 **STARR ES -CU-2 Concrete Pad**

DESCRIPTION OF CHANGE:
Provide all labor, materials, equipment, and subcontracted services required to furnish and install a new concrete pad for CU-2. Work shall include excavation, formwork, reinforcement, concrete placement, finishing, and curing, as well as any necessary coordination with adjacent utilities and equipment. All work shall be performed in accordance with the Contract Documents.

REASON FOR CHANGE:
During construction, it was determined that the existing surface conditions were insufficient to properly support CU-2. A new reinforced concrete pad was required to provide a stable foundation and ensure compliance with design intent and equipment installation requirements.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
Contractor Cost No. RFC009

Amount of this Change Order Item:	**Increase**	**$**	**692.68**
Time adjustment by this Change Order Item:	**Increase**		0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$**	**58,805.79**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**		**20 Days**

***** End of CHANGE ORDER *****

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name: *Starr Elementary School HVAC & EMS Replacement*

DSA #: 02-122444

BID #: 25-08

Date: 10/15/25

Contractor: Strategic Mechanical Inc

Architect: Net Positive

Change Order: 1

Contract Summary:

Bid Award Amount(s)

Base Bid:		$2,171,000
Base Bid:		
Additive Alternate 1:		
Additive Alternate 2:	$	-
Additive Alternate 3:	$	-
Allowance:		
Total Agreement Amount:	**$**	**2,171,000.00**

Contract Adjustments:

Total Contract Amount $ 2,171,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ 12,575.53		$ -		$ 46,230.26				$ -		$ 58,805.79			
	$ -		$ -		$ -		$ -		$ -					
			$ -		$ -		$ -		$ -					
	$ -		$ -		$ -		$ -				$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ 12,575.53**	1%	**$ -**	0%	**$ 46,230.26**	2%	**$ -**	0%	**$ -**	0%	**$ 58,805.79**		**$ 58,805.79**	2.7%
Total Contract Amount with Adjustments													**$ 2,229,805.79**	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
FUSD Intrusion B Phase3
Bid No 25-15 Sec B Intrusion
FUSD - Various School Sites
Fresno, CA 93721

CHANGE ORDER No. : 01

CONTRACTOR :
Sebastian
811 South Madera Ave
Kerman, CA 93630

DESIGNER'S PROJECT No. : 21-12134

FUSD BID/CONTRACT No. : 25-15

CONTRACTOR P.O. No. : 25012163

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

The original Contract Sum was	$	828,950.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	828,950.00
The Contract Sum will be adjusted by	$	**16,279.89**
The new Contract Sum, including this Change Order will be	$	845,229.89
The Contract Completion date prior to this Change Order was		January 13, 2026
The Contract Time will be adjusted by		0 Calendar Days
The new Contract Completion date, including this Change Order is therefore		January 13, 2026

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:

TETER, INC.
7535 N Palm Ave., Ste 201
Fresno, CA 93711
ARCHITECT/ENGINEER:

By: Bryan A. Glass, PE

Date: 10/16/2025

Accepted by:

Audeamus DBA Sebastian
7600 N. Palm Ave.
Fresno, CA 93711
CONTRACTOR:

Ron Cato (Oct 17, 2025 10:28:04 CDT)

By:

Date: 10/17/2025

Authorized by:

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

By: Alex Belanger | Chief Executive

Date: 10/17/25

Fresno Unified School District

CHANGE ORDER

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

Item 1-1

DESCRIPTION OF CHANGE:
Contractor shall provide five secondary distribution panels (SDPs) for the intrusion detection system at Terronez Middle School that were previously Owner furnished.
REASON FOR CHANGE:
Owner requests to have the Contractor provide the remaining five SPDs that are needed to finish the project.

CHANGE CATEGORY:
District requested change.
DOCUMENT REFERENCE:
RFP 2 & Change Order Breakdown

Amount of this Change Order Item:	**Increase**	**$4,273.56**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Contractor shall provide three secondary distribution panels (SDPs) for the intrusion detection system at Hidalgo Elementary School that were previously Owner furnished.
REASON FOR CHANGE:
Owner requests to have the Contractor provide the remaining three SPDs that are needed to finish the project.

CHANGE CATEGORY:
District requested change.
DOCUMENT REFERENCE:
RFP 2 & Change Order Breakdown

Amount of this Change Order Item:	**Increase**	**$2,650.97**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-3

DESCRIPTION OF CHANGE:
Contractor shall provide one new 2" underground conduit pathway between relocatable classrooms CR C35 and CR C36 for intrusion detection system cabling at Hidalgo Elementary School.
REASON FOR CHANGE:
Unforeseen existing condition. Existing conduit is unable to pull through.
CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.
DOCUMENT REFERENCE:
RFP 3 & Change Order Breakdown

Amount of this Change Order Item:	**Increase**	**$9,355.36**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$16,279.89**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Intrusion Alarm Upgrade Phase 3 Groups A&B
Heaton, Homan, Mayfair, Vinland, Wolters,
Balderas, Greenburg, Hidalgo, Webster, & Terronez

DSA #: N/A

BID #: 25-15

Date: 10/17/25

Contractor: Sebastian

Architect: Teter

Change Order: 1B

Contract Summary:

Bid Award Amount(s)		
Base Bid 1A:	Heaton Elementary Intrusion Alarm Upgrade	$ 167,555.00
Base Bid 2A:	Homan Elementary Intrusion Alarm Upgrade	$ 169,015.00
Base Bid 3A:	Mayfair Elementary Intrusion Alarm Upgrade	$ 176,485.00
Base Bid 4A:	Vinland Elementary Intrusion Alarm Upgrade	$ 169,860.00
Base Bid 5A:	Wolters Middle Intrusion Alarm Upgrade	$ 163,970.00
Agreement Amount Group A:		$ 846,885.00
Base Bid 1B:	Balderas Elementary Intrusion Alarm Upgrade	$ 169,075.00
Base Bid 2B:	Greenburg Elementary Intrusion Alarm Upgrade	$ 165,060.00
Base Bid 3B:	Hidalgo Elementary Intrusion Alarm Upgrade	$ 173,480.00
Base Bid 4B:	Webster Elementary Intrusion Alarm Upgrade	$ 162,660.00
Base Bid 5B:	Terronez Middle Intrusion Alarm Upgrade	$ 158,675.00
Agreement Amount Group B:		$ 828,950.00
Total Agreement Amount:		$ 1,675,835.00

Contract Adjustments:

Total Contract Amount $ 1,675,835.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total
CO #01B	$ 6,924.53		$ 9,355.36	$ -	$ -	$ 16,279.89
Totals:	**$ 6,924.53** 0.4%	**$ -** 0.0%	**$ 9,355.36** 0.6%	**$ -**	**$ -**	**$ 16,279.89**

Total Contract Amount with Adjustments **$ 1,692,114.89** 1.0%

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Exterior Painting at Edison Bethune Charter Academy and Tehipite Middle School

CHANGE ORDER No. : 001

DSA File No.: N/A

Application No.: N/A

CONTRACTOR :

GMAT Painting
1838 Universal Drive
Stockton, CA 95206

DESIGNER'S PROJECT No.: N/A

FUSD BID/CONTRACT No.: 25-36A&D

CONTRACTOR P.O. No.: 25022101

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

The original Contract Sum was	$	256,000.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	256,000.00
The Contract Sum will be adjusted by	$	1,500.00
The new Contract Sum, including this Change Order will be	$	257,500.00
The Contract Completion date prior to this Change Order was		12-Aug-2025
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		12-Aug-2025

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	***Accepted by:***	***Authorized by:***
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
N/A	***GMAT Painting***	***Fresno Unified School District***
By: N/A	By: Gerardo Mata, Owner	By: Alex Belanger, Chief Executive
Date:	Date: 10/14/2025	Date: 10/15/25

Fresno Unified School District

CHANGE ORDER

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

Item 1-1 **DESCRIPTION OF CHANGE:**

Edison Bethune - Section A - Repaint damaged portable classrooms.

REASON FOR CHANGE:

Due to vandalism caused at exterior walls of portable classrooms. Repair and repaint surfaces.

CHANGE CATEGORY:

District Requested

DOCUMENT REFERENCE:

GMAT Painting Change Order Request

Amount of this Change Order Item:	Increase: $1,500.00
Time adjustment by this Change Order Item:	Increase: (0) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE: $1,500.00
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE (0) CALENDAR DAYS

*** End of CHANGE ORDER ***

Change Order Item Detail

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name: *Exterior Painting at Edison Bethune Charter Academy and Tehipite Middle School*
DSA #: NA
BID #: 25-36 A & D

Date: 10/15/25
Contractor: GMAT Painting
Architect: NA
Change Order: 001

Contract Summary:

Bid Award Amount(s)

Base Bid(Section A - Bethune)	$	75,500.00
Base Bid(Section D - Tehipite)	$	180,500.00
Total Agreement Amount:	**$**	**256,000.00**

Contract Adjustments:

Total Contract Amount $ 256,000.00

Contract Adjustments:	**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District/Designer**		**Total**			
CO #001	$ 1,500.00		$ -		$ -				$ -		$ 1,500.00			
CO #002	$ -		$ -		$ -		$ -		$ -		$ -			
CO #003	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ 1,500.00**	1%	**$ -**	0%	**$ -**	0%	**$ -**	0%	**$ -**	0%	**$ 1,500.00**		**$ 1,500.00**	0.6%

Total Contract Amount with Adjustments **$ 257,500.00**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Ahwahnee MS Freezer Replacement
1127 E Escalon Ave
Fresno, CA 93710

CHANGE ORDER No. :	**003**
DSA File No. :	10-48
Application No. :	02-122969

CONTRACTOR :
Viking Enterprises
6936 E Floradora Ave
Fresno, CA 93727

DESIGNER'S PROJECT No. :	24118
FUSD BID/CONTRACT No. :	25-38
CONTRACTOR P.O. No. :	25021445

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

The original Contract Sum was	$	299,999.00
Net change by previously authorized Change Orders	$	27,306.49
The Contract Sum prior to this Change Order was	$	327,305.49
The Contract Sum will be adjusted by	**$**	**(2,200.00)**
The new Contract Sum, including this Change Order will be	$	325,105.49
The Contract Completion date prior to this Change Order was		6-Nov-25
The Contract Time will be adjusted by		(24)Calendar Days
The new Contract Completion date, including this Change Order is therefore		30-Nov-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:

Lawrence Engineering Group
4910 E Clinton Way #101
Fresno, CA 93727

ARCHITECT/ENGINEER:

By: Michael D. Cantelmi

Date: 11/5/2025

Accepted by:

Viking Enterprises
6936 E Floradora Ave
Fresno, CA 93727

CONTRACTOR:

By:

Date: 11/6/2025

Authorized by:

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

OWNER:

By:

Date: 11/14/25

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

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

Item 3-1

DESCRIPTION OF CHANGE:
Remove reinstallation of existing chain link fence from contract and subtract two (2) working days from previous extension.

REASON FOR CHANGE:
The existing fence that encloses the freezer yard is in poor condition and cannot be salvaged. FUSD requested for this scope to be removed from contract.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COR-005

Amount of this Change Order Item:	**Decrease**	**$ 2,200.00**
Time adjustment by this Change Order Item:	**Decrease**	2 Days

Item 3-2

DESCRIPTION OF CHANGE:
Add 26 calendar days to contract duration - FUSD and contractor each acknowledge and agree that the contract remains in full force and nothing in this change order shall constitute a waiver by FUSD of or all rights it has under the contract or applicable law. No compensation is due to contractor for the additional days identified in this change order.

REASON FOR CHANGE:
The refrigeration compressor within the condensing unit was defective from the manufacturer. Contract must be extended 26 days to acquire and install the new compressor.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COR-006

Amount of this Change Order Item:	**Increase**	**$ -**
Time adjustment by this Change Order Item:	**Increase**	26 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE**	**$ 2,200.00**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**24 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Ahwahnee MS Walk-In Freezer
DSA #: 02-122969
BID #: 25-38

Date: 11/6/25
Contractor: Viking Enterprises
Architect: LEG
Change Order: 3

Contract Summary:

Bid Award Amount(s)					
Base Bid:	Walk-In Freezer				$ 299,999.00
Allowance:	N/A	$ -	$ -	$ -	$ -
Total Agreement Amount:					$ 299,999.00

Contract Adjustments:

Total Contract Amount													$	299,999.00
Contract Adjustments:	**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District/Designer**		**Total**			
CO #001	$ -		$ -		$ 28,943.70		$ -		$ (1,637.21)		$ 27,306.49			
CO #002	$ -		$ -		$ -		$ -		$ -		$ -			
CO #003	$ (2,200.00)		$ -		$ -		$ -		$ -		$ (2,200.00)			
Totals:	**$ (2,200.00)**	-0.7%	**$ -**	0.0%	**$ 28,943.70**	9.6%	**$ -**	0.0%	**$ (1,637.21)**		**$ 25,106.49**		**$**	**25,106.49** 8.4%
Total Contract Amount with Adjustments													**$**	**325,105.49**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Yosemite Middle School Administration Building Modernization
1292 N. 9th Street
Fresno, CA 93703

CHANGE ORDER No. :	001
DSA File No. :	10-48
Application No. :	02-120986

CONTRACTOR :
Heritage General
5030 E. Butler Ave.
Fresno, CA 93727

DESIGNER'S PROJECT No. :	2230
FUSD BID/CONTRACT No. :	25-47
CONTRACTOR P.O. No. :	25021996

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

The original Contract Sum was	$	395,275.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	395,275.00
The Contract Sum will be adjusted by	$	27,162.53
The new Contract Sum, including this Change Order will be	$	422,437.53
The Contract Completion date prior to this Change Order was		10-Aug-25
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		10-Aug-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:***
TAM Architects	**Heritage General**	**Fresno Unified School District**
6781 N. Palm Ave., #120	5030 E. Butler Ave.	4600 N. Brawley
Fresno, CA 93704	Fresno, CA 93727	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Jared Ramirez, AIA	By: Rudy Ramos, President	By: Alex Belanger | Chief Executive
Date: 10/27/2025	Date: 10/28/2025	Date: 10/29/2025

Fresno Unified School District

CHANGE ORDER

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

Item 1-1

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required to provide double doors for casework in Storage Room A211

REASON FOR CHANGE:
District Requested

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP 001

Amount of this Change Order Item:	**Increase $**	**720.04**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required to install exterior concrete walkway for the new door in the workroom

REASON FOR CHANGE:
The project documents did not include the necessary exterior walkway at the new door in the workroom

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
ASI 001R & COR 002

Amount of this Change Order Item:	**Increase $**	**6,902.07**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-3

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required to install hollow metal door and frame in lieu of wood door in the workroom

REASON FOR CHANGE:
Exterior doors and frames to be hollow metal to meet District standards

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
ASI 001R

Amount of this Change Order Item:	**Increase $**	**1,722.60**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-4

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required to install carpet tile and rubber base in Workroom A213

REASON FOR CHANGE:
The project documents showed a conflict with the flooring demolition and new flooring layout. It was necessary to add additional carpet tile and base for a better finish

CHANGE CATEGORY:
District and Designer

DOCUMENT REFERENCE:
ASI 005R & COR 004

Amount of this Change Order Item:	**Increase $**	**5,962.00**
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:
Provide all labor, materials, and equipment as required to modify Reception Desk in Entry A201

REASON FOR CHANGE:
The project documents did not include a full size door from the entry lobby o the Administration. It was necessary to modify the reception casework to allow for the full size door

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
ASI 002R & COR 005

Amount of this Change Order Item:	**Increase $**	**6,661.25**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-6

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required to reroute and connect existing flex duct to new registers in Workroom A213

REASON FOR CHANGE:
The project documents did not include new registers for the existing workroom

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
ASI 009

Amount of this Change Order Item:	**Increase $**	**1,877.04**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-7

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required to install revised Hardware for Door A213A in Workroom

REASON FOR CHANGE:
The project documents did not include the District standard exterior door hardware

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
ASI 010

Amount of this Change Order Item:	**Increase**	**$ 1,512.67**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-8

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required to install exit signs in the Admin. Building

REASON FOR CHANGE:
The project documents did not reflect the necessary and required exit signs for the new work in the Admin.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR 008

Amount of this Change Order Item:	**Increase**	**$ 1,804.86**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 27,162.53**
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: Yosemite M.S. - Administration Building Modernization
DSA #: 02-120986
BID #: 25-47

Date: 27-Oct-25
Contractor: Heritage General
Architect: TAM Architects
Change Order: 001

Contract Summary:

Bid Award Amount(s)

Base Bid:	Administration Modernization	$	370,275.00
	Unknown Unforseen Utilities	$	25,000.00
Total Agreement Amount:			**$ 395,275.00**

Contract Adjustments:

Total Contract Amount $ 395,275.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
CO #001	$ 6,682.04	$ -	$ -	$ 20,480.49	$ -	$ 27,162.53	
						$ 27,162.53	
Totals:	$ 6,682.04 1.7%	$ - 0.0%	$ - 0.0%	**$ 20,480.49** 5.2%	$ - 0.0%	$ 27,162.53	**$ 27,162.53** 6.9%
Total Contract Amount with Adjustments							**$ 422,437.53**

Allowance:

Allowance Amounts: $ 25,000.00

Allowance Adjustments:	Unknown, Unforeseen, Hidden	Total
O #001	$ -	$ -
otals:	$ - 0.00%	$ -
otal Remaining Allowance Amount with Adjustment		$ 25,000.00

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Leavenworth Elementary School HVAC Replacement
4420 E. Thomas Ave.
Fresno, CA 93702

CHANGE ORDER No. :	**001**
DSA File No. :	10-48
Application No. :	02-123256

CONTRACTOR :
New England Sheet Metal & Mechanical Co.
2731 S. Cherry Ave.
Fresno, CA 93706

DESIGNER'S PROJECT No. :	1645
FUSD BID/CONTRACT No. :	25-48
CONTRACTOR P.O. No. :	25021939

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

The original Contract Sum was	$	1,352,000.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	1,352,000.00
The Contract Sum will be adjusted by	$	(4,652.00)
The new Contract Sum, including this Change Order will be	$	1,347,348.00
The Contract Completion date prior to this Change Order was		23-Jan-26
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		23-Jan-26

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:

Net Positive Consulting
5 River Park Pl E, Ste. 303,
Fresno, CA 93720
ARCHITECT/ENGINEER:

Hannah Brigdon

By: Hannah Brigdon, PE

Date: 10/20/2025

Accepted by:

New England Sheet Metal 2731
S. Cherry Ave.
Fresno, CA 93706
CONTRACTOR:

Bradley E. Zeimet

By: Brad Zeimet

Date: 10/31/2025

Authorized by:

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

By: Alex Belanger | Chief Executive

Date:

Fresno Unified School District

CHANGE ORDER

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

Item 1-1 **Existing Raceways - Credit**

DESCRIPTION OF CHANGE:
Provide a credit for new electrical conduit.

REASON FOR CHANGE:
The existing raceway was found to be in good condition and have sufficient wire fill capacity for the new unit ventilators; therefore, they do not need to be replaced.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFI 016 & PCO 07a

Amount of this Change Order Item:	**Decrease** $	**(4,652.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2 **Electrical Work for Existing Fan Coil**

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment required to connect power from the existing fan coil located in between Rooms 14, 15, and the Teachers Prep Room (RM230) to the existing fan coil located North of Room 16 on circuit LA-40. The cost of **$3,661.00** will be deducted from the bid allowance for unforeseen utilities.

REASON FOR CHANGE:
During construction, it was discovered that the unit ventilators in Rooms 10, 11, 14, and 15 share a circuit with the existing fan coil located in between Room 14 and 15. A separate circuit is required to isolate the existing fan coil from the new unit ventilators.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP 03 & RFI 17.1

Amount of this Change Order Item:	**Increase** $	-
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE** $	**4,652.00**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: HVAC Improvement at Leavenworth

DSA #: 02-123256

BID #: 25-48

Date: 10/16/25

Contractor: New England Sheet Metal

Engineer: Net Positive Engineers

Change Order: 1

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$	1,327,000.00
Allowance	$	25,000.00
	$	-
	$	-
	$	-
Total Agreement Amount:	$	1,352,000.00

Contract Adjustments:

Total Contract Amount $ 1,352,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
Leavenworth Executed CO 1	$ (4,652.00)		$ -						$ -		$ (4,652.00)			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ (4,652.00)**	-0.3%	**$ -**	0.0%	**$ -**	0.0%	**$ -**	0.0%	**$ -**	0.0%	**$ (4,652.00)**		**$ (4,652.00)**	-0.3%

Total Contract Amount with Adjustments **$ 1,347,348.00**

Allowance Used	$3,661.00	$3,661.00	**$0.00**
Allowance Remaining			**$21,339.00**

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: HVAC Improvement at Various Sites

Date: 10/31/25

Contractor: NESM

DSA #: 02-123251,02-123252, 02-123254,02-123255, 02-123256,02-123257, 02-123279,02-123280

Engineer: Net Positive Consultants

BID #: 25-48

Change Order: 1

Contract Summary:

Bid Award Amount(s)	
Base Bid Easterby:	$ 808,000.00
Base Bid Jackson	$ 767,000.00
Base Bid Leavenworth	$ 1,327,000.00
Base Bid Norseman:	$ 1,532,000.00
Base Bid Robinson:	$ 773,000.00
Base Bid Storey:	$ 1,293,000.00
Base Bid Thomas:	$ 1,140,000.00
Base Bid Wilson:	$ 903,000.00
Total Allowance($25K per site):	$ 200,000.00
Total Agreement Amount:	**$ 8,743,000.00**

Contract Adjustments:

Base Bid HVAC Improvements at Easterby ES — **$ 808,000.00**

Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Easterby CO 001	$ 1,356.00	$ -		$ 16,240.00	$ -	$ 17,596.00	**$ 17,596.00**
	$ -	$ -		$ -	$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Total		$ -	$ -	$ 16,240.00	$ -	$ 17,596.00	

Easterby Contract Amount with Adjustments — **$ 850,596.00**

Base Bid HVAC Improvements at Jackson ES — **$ 767,000.00**

Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Jackson CO 001	$ (20,660.00)	$ -	$ -		$ -	$ (20,660.00)	**$ (20,660.00)**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Total		$ -	$ -	$ -	$ -	$ (20,660.00)	

Jackson Contract Amount with Adjustments — **$ 771,340.00**

Base Bid HVAC Improvements at Leavenworth ES — **$ 1,327,000.00**

Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Leavenworth CO 001	$ (4,652.00)	$ -			$ -	$ (4,652.00)	**$ (4,652.00)**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Total		$ -	$ -	$ -	$ -	$ (4,652.00)	

Leavenworth Contract Amount with Adjustments — **$ 1,347,348.00**

Base Bid HVAC Improvements at Norseman ES — **$ 1,532,000.00**

Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Norseman CO 001	$ -	$ -	$ -	$ 21,707.00	$ -	$ 21,707.00	**$ 21,707.00**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Total		$ -	$ -	$ 21,707.00	$ -	$ 21,707.00	

Norseman Contract Amount with Adjustments — **$ 1,578,707.00**

Base Bid HVAC Improvements at Robinson ES — **$ 773,000.00**

Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Robinson CO 001	$ -	$ -	$ -		$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Total		$ -	$ -	$ -	$ -	$ -	

Robinson Contract Amount with Adjustments — **$ 798,000.00**

Base Bid HVAC improvements at Storey ES — **$ 1,293,000.00**

Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Storey CO 001	$ -	$ -	$ -	$ (10,508.00)	$ -	$ (10,508.00)	**$ (10,508.00)**
	$ -	$ -	$ -		$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Total		$ -	$ -	$ (10,508.00)	$ -	$ (10,508.00)	

Storey Contract Amount with Adjustments — **$ 1,307,492.00**

Base Bid HVAC Improvements at Thomas ES — **$ 1,140,000.00**

Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Thomas CO 001	$ -	$ -	$ -	$ 7,342.00	$ -	$ 7,342.00	**$ 7,342.00**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Total		$ -	$ -	$ 7,342.00	$ -	$ 7,342.00	

Thomas Contract Amount with Adjustments — **$ 1,172,342.00**

Base Bid HVAC Improvements at Wilson ES — **$ 903,000.00**

Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Wilson CO 001	$ -	$ -	$ -		$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
	$ -	$ -	$ -		$ -	$ -	**$ -**
	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Total		$ -	$ -	$ -	$ -	$ -	

Wilson Contract Amount with Adjustments — **$ 928,000.00**

Total New Contract Amount with Adjustments — **$ 8,753,825.00** 0.12%

Allowance Summary — **$ 200,000.00**

	Used Unknown Unforseen Utility Encounters						
Easterby	$ -	$ -	$ -		$ -	$ -	**$ -**
Jackson	$ -	$ -	$ 1,579.00	$ -	$ -	$ 1,579.00	**$ 1,579.00**
Leavenworth	$ -	$ -	$ 3,661.00		$ -	$ 3,661.00	**$ 3,661.00**
Norseman	$ -	$ -	$ -	$ -	$ -	$ -	**$ -**
Robinson	$ -	$ -		$ -	$ -	$ -	**$ -**
Storey	$ -	$ -	$ 3,224.00	$ -	$ -	$ 3,224.00	**$ 3,224.00**
Thomas	$ -	$ -		$ -	$ -	$ -	**$ -**
Wilson	$ -	$ -		$ -	$ -	$ -	
Remaining Allowance	$ -	$ -		$ -	$ -	$ -	**$191,536.00**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Norseman Elementary School HVAC Replacement
4636 E Weldon Ave
Fresno, CA 93703

CHANGE ORDER No. : 001

DSA File No. : 10-48

Application No. : 02-123279

CONTRACTOR :
New England Sheet Metal & Mechanical Co.
2731 S. Cherry Ave.
Fresno, CA 93706

DESIGNER'S PROJECT No. : 1646

FUSD BID/CONTRACT No. : 25-48

CONTRACTOR P.O. No. : 25021940

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

The original Contract Sum was	$	1,557,000.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	1,557,000.00
The Contract Sum will be adjusted by	$	21,707.00
The new Contract Sum, including this Change Order will be	$	1,578,707.00
The Contract Completion date prior to this Change Order was		23-Jan-26
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		23-Jan-26

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:

Net Positive Consulting
5 River Park Pl E, Ste. 303,
Fresno, CA 93720
ARCHITECT/ENGINEER:
Hannah Brigdon
By: Hannah Brigdon, PE
Date: 10/30/25

Accepted by:

New England Sheet Metal
2731 S. Cherry Ave.
Frenso, CA 93706
CONTRACTOR:
Bradley E. Zeimet
By: Brad Zeimet
Date: 10/31/2025

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
OWNER:
By: Alex Belanger, Chief Executive
Date: 11/04/2025

Fresno Unified School District

CHANGE ORDER

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

Item 1-1 **New Electrical Panel A**

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment required to replace existing electrical Panel A located at the east-end of Building A with a new 54 circuit, 150A electrical panel.

REASON FOR CHANGE:
During construction it was determined that the existing electrical Panel A does not have sufficient circuit space capacity.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFP, RFI 11, & RFI 13

Amount of this Change Order Item:	**Increase**	**$ 21,707.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 21,707.00**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: HVAC Improvement at Norseman

DSA #: 02-123279

BID #: 25-48

Date: 10/31/25

Contractor: New England Sheet Metal

Engineer: Net Positive Engineers

Change Order: 1

Contract Summary:

Bid Award Amount(s)	
Base Bid:	$ 1,532,000.00
Allowance	$ 25,000.00
	$ -
	$ -
	$ -
Total Agreement Amount:	$ 1,557,000.00

Contract Adjustments:

Total Contract Amount														$	1,557,000.00	
Contract Adjustments:	**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District/Designer**		**Total**				
Norseman Executed CO 1			$ -				$ 21,707.00		$ -		$ 21,707.00				
	$ -		$ -		$ -		$ -		$ -		$ -				
	$ -		$ -		$ -		$ -		$ -		$ -				
	$ -		$ -		$ -		$ -		$ -		$ -				
	$ -		$ -		$ -		$ -		$ -		$ -				
	$ -		$ -		$ -		$ -		$ -		$ -				
Totals:	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ 21,707.00	1.4%	$ -	0.0%	$ 21,707.00			$	21,707.00	1.4%
Total Contract Amount with Adjustments														$	1,578,707.00	
Allowance Used																
Allowance Remaining														$	25,000.00	

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: HVAC Improvement at Various Sites
Date: 10/31/25
Contractor: NESM
DSA #: 02-123251,02-123252, 02-123254,02-123255, 02-123256,02-123257, 02-123279,02-123280
Engineer: Net Positive Consultants
BID #: 25-48
Change Order: 1

Contract Summary:

Bid Award Amount(s)	
Base Bid Easterby:	$ 808,000.00
Base Bid Jackson	$ 767,000.00
Base Bid Leavenworth	$ 1,327,000.00
Base Bid Norseman:	$ 1,532,000.00
Base Bid Robinson:	$ 773,000.00
Base Bid Storey:	$ 1,293,000.00
Base Bid Thomas:	$ 1,140,000.00
Base Bid Wilson:	$ 903,000.00
Total Allowance($25K per site):	$ 200,000.00
Total Agreement Amount:	**$ 8,743,000.00**

Contract Adjustments:

Base Bid HVAC Improvements at Easterby ES — **$ 808,000.00**
Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Easterby CO 001	$ 1,356.00	$ -		$ 16,240.00	$ -	$ 17,596.00	$ 17,596.00
	$ -	$ -		$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		$ -	$ -	$ 16,240.00	$ -	$ 17,596.00	

Easterby Contract Amount with Adjustments — **$ 850,596.00**

Base Bid HVAC Improvements at Jackson ES — **$ 767,000.00**
Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Jackson CO 001	$ (20,660.00)	$ -	$ -		$ -	$ (20,660.00)	$ (20,660.00)
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		$ -	$ -	$ -	$ -	$ (20,660.00)	

Jackson Contract Amount with Adjustments — **$ 771,340.00**

Base Bid HVAC Improvements at Leavenworth ES — **$ 1,327,000.00**
Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Leavenworth CO 001	$ (4,652.00)	$ -			$ -	$ (4,652.00)	$ (4,652.00)
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		$ -	$ -	$ -	$ -	$ (4,652.00)	

Leavenworth Contract Amount with Adjustments — **$ 1,347,348.00**

Base Bid HVAC Improvements at Norseman ES — **$ 1,532,000.00**
Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Norseman CO 001	$ -	$ -	$ -	$ 21,707.00	$ -	$ 21,707.00	$ 21,707.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		$ -	$ -	$ 21,707.00	$ -	$ 21,707.00	

Norseman Contract Amount with Adjustments — **$ 1,578,707.00**

Base Bid HVAC Improvements at Robinson ES — **$ 773,000.00**
Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Robinson CO 001	$ -	$ -	$ -		$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		$ -	$ -	$ -	$ -	$ -	

Robinson Contract Amount with Adjustments — **$ 798,000.00**

Base Bid HVAC Improvements at Storey ES — **$ 1,293,000.00**
Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Storey CO 001	$ -	$ -	$ -	$ (10,508.00)	$ -	$ (10,508.00)	$ (10,508.00)
	$ -	$ -	$ -		$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		$ -	$ -	$ (10,508.00)	$ -	$ (10,508.00)	

Storey Contract Amount with Adjustments — **$ 1,307,492.00**

Base Bid HVAC Improvements at Thomas ES — **$ 1,140,000.00**
Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Thomas CO 001	$ -	$ -	$ -	$ 7,342.00	$ -	$ 7,342.00	$ 7,342.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		$ -	$ -	$ 7,342.00	$ -	$ 7,342.00	

Thomas Contract Amount with Adjustments — **$ 1,172,342.00**

Base Bid HVAC Improvements at Wilson ES — **$ 903,000.00**
Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Wilson CO 001	$ -	$ -	$ -		$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -		$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		$ -	$ -	$ -	$ -	$ -	

Wilson Contract Amount with Adjustments — **$ 928,000.00**

Total New Contract Amount with Adjustments — **$ 8,753,825.00** 0.12%

Allowance Summary — **$ 200,000.00**

	Used Unknown Unforseen Utility Encounters						
Easterby	$ -	$ -	$ -		$ -	$ -	$ -
Jackson	$ -	$ -	$ 1,579.00	$ -	$ -	$ 1,579.00	$ 1,579.00
Leavenworth	$ -	$ -	$ 3,661.00		$ -	$ 3,661.00	$ 3,661.00
Norseman	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Robinson	$ -	$ -		$ -	$ -	$ -	$ -
Storey	$ -	$ -	$ 3,224.00	$ -	$ -	$ 3,224.00	$ 3,224.00
Thomas	$ -	$ -		$ -	$ -	$ -	$ -
Wilson	$ -	$ -		$ -	$ -	$ -	
Remaining Allowance	$ -	$ -		$ -	$ -	$ -	$191,536.00

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Thomas Elementary HVAC Replacement
4444 N. Millbrook Ave.
Fresno, CA 93726

CHANGE ORDER No. :	**001**
DSA File No. :	10-48
Application No. :	02-123252

CONTRACTOR :
New England Sheet Metal & Mechanical Co.
2731 S. Cherry Ave.
Fresno, CA 93706

DESIGNER'S PROJECT No. :	1649
FUSD BID/CONTRACT No. :	25-48
CONTRACTOR P.O. No. :	25021943

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

The original Contract Sum was	$	1,165,000.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	1,165,000.00
The Contract Sum will be adjusted by	$	7,342.00
The new Contract Sum, including this Change Order will be	$	1,172,342.00
The Contract Completion date prior to this Change Order was		23-Jan-26
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		23-Jan-26

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:

Net Positive Consulting
5 River Park Pl E, Ste. 303.
Fresno, CA 93720
ARCHITECT/ENGINEER:

Hannah Brigdon

By: Hannah Brigdon, PE

Date: 10/30/25

Accepted by:

New England Sheet Metal
2731 S. Cherry Ave.
Fresno, CA 93706
CONTRACTOR:

Bradley E. Zeimet

By: Brad Zeimet

Date: 10/31/2025

Authorized by:

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

By: Alex Belanger | Chief Executive

Date: 11/04/2025

Fresno Unified School District

CHANGE ORDER

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

Item 1-1 **Electrical Changes**

DESCRIPTION OF CHANGE:
Provide all labor, material, and equipment required to install new electrical infrastructure to the new Unit Ventilators located in Classroom Buildings C, D, E, F, G, H, and I.

REASON FOR CHANGE:
The project documents did not include the necessary electrical infratructure for these new unit ventilators.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFP 02 & PCO 05d

Amount of this Change Order Item:	**Increase**	**$ 7,342.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 7,342.00**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: HVAC Improvement at Thomas

DSA #: 02-123252

BID #: 25-48

Date: 10/31/25

Contractor: New England Sheet Metal

Engineer: Net Positive Engineers

Change Order: 1

Contract Summary:

Bid Award Amount(s)	
Base Bid:	$ 1,140,000.00
Allowance	$ 25,000.00
	$ -
	$ -
	$ -
Total Agreement Amount:	$ 1,165,000.00

Contract Adjustments:

Total Contract Amount $ 1,165,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
Thomas Executed CO 1			$ -				$ 7,342.00		$ -		$ 7,342.00			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ 7,342.00	0.6%	$ -	0.0%	$ 7,342.00		$ 7,342.00	0.6%
Total Contract Amount with Adjustments													$ 1,172,342.00	
Allowance Used											$ -			
Allowance Remaining													$ 25,000.00	

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: HVAC Improvement at Various Sites

Date: 10/31/25

Contractor: NESM

DSA #: 02-123251,02-123252, 02-123254,02-123255, 02-123256,02-123257, 02-123279,02-123280

Engineer: Net Positive Consultants

BID #: 25-48

Change Order: 1

Contract Summary:

Bid Award Amount(s)	
Base Bid Easterby:	$ 808,000.00
Base Bid Jackson	$ 767,000.00
Base Bid Leavenworth	$ 1,327,000.00
Base Bid Norseman:	$ 1,532,000.00
Base Bid Robinson:	$ 773,000.00
Base Bid Storey:	$ 1,293,000.00
Base Bid Thomas:	$ 1,140,000.00
Base Bid Wilson:	$ 903,000.00
Total Allowance($25K per site):	$ 200,000.00
Total Agreement Amount:	**$ 8,743,000.00**

Contract Adjustments:

Base Bid HVAC Improvements at Easterby ES — **$ 808,000.00**

Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Easterby CO 001	$ 1,356.00	$ -		$ 16,240.00	$ -	$ 17,596.00	**$ 17,596.00**
	$ -	$ -		$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		$ -	$ -	$ 16,240.00	$ -	$ 17,596.00	

Easterby Contract Amount with Adjustments — **$ 850,596.00**

Base Bid HVAC Improvements at Jackson ES — **$ 767,000.00**

Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Jackson CO 001	$ (20,660.00)	$ -	$ -		$ -	$ (20,660.00)	**$ (20,660.00)**
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		$ -	$ -	$ -	$ -	$ (20,660.00)	

Jackson Contract Amount with Adjustments — **$ 771,340.00**

Base Bid HVAC Improvements at Leavenworth ES — **$ 1,327,000.00**

Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Leavenworth CO 001	$ (4,652.00)	$ -			$ -	$ (4,652.00)	**$ (4,652.00)**
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		$ -	$ -	$ -	$ -	$ (4,652.00)	

Leavenworth Contract Amount with Adjustments — **$ 1,347,348.00**

Base Bid HVAC Improvements at Norseman ES — **$ 1,532,000.00**

Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Norseman CO 001	$ -	$ -	$ -	$ 21,707.00	$ -	$ 21,707.00	**$ 21,707.00**
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		$ -	$ -	$ 21,707.00	$ -	$ 21,707.00	

Norseman Contract Amount with Adjustments — **$ 1,578,707.00**

Base Bid HVAC Improvements at Robinson ES — **$ 773,000.00**

Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Robinson CO 001	$ -	$ -	$ -		$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		$ -	$ -	$ -	$ -	$ -	

Robinson Contract Amount with Adjustments — **$ 798,000.00**

Base Bid HVAC Improvements at Storey ES — **$ 1,293,000.00**

Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Storey CO 001	$ -	$ -	$ -	$ (10,508.00)	$ -	$ (10,508.00)	**$ (10,508.00)**
	$ -	$ -	$ -		$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		$ -	$ -	$ (10,508.00)	$ -	$ (10,508.00)	

Storey Contract Amount with Adjustments — **$ 1,307,492.00**

Base Bid HVAC Improvements at Thomas ES — **$ 1,140,000.00**

Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Thomas CO 001	$ -	$ -	$ -	$ 7,342.00	$ -	$ 7,342.00	**$ 7,342.00**
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		$ -	$ -	$ 7,342.00	$ -	$ 7,342.00	

Thomas Contract Amount with Adjustments — **$ 1,172,342.00**

Base Bid HVAC Improvements at Wilson ES — **$ 903,000.00**

Allowance — **$ 25,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total	
Wilson CO 001	$ -	$ -	$ -		$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -		$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		$ -	$ -	$ -	$ -	$ -	

Wilson Contract Amount with Adjustments — **$ 928,000.00**

Total New Contract Amount with Adjustments — **$ 8,753,825.00** 0.12%

Allowance Summary — **$ 200,000.00**

	Used Unknown Unforseen Utility Encounters					
Easterby	$ -	$ -	$ -	$ -	$ -	$ -
Jackson	$ -	$ -	$ 1,579.00	$ -	$ 1,579.00	**$ 1,579.00**
Leavenworth	$ -	$ -	$ 3,661.00		$ 3,661.00	**$ 3,661.00**
Norseman	$ -	$ -	$ -	$ -	$ -	$ -
Robinson	$ -	$ -		$ -	$ -	$ -
Storey	$ -	$ -	$ 3,224.00	$ -	$ 3,224.00	**$ 3,224.00**
Thomas	$ -	$ -		$ -	$ -	$ -
Wilson	$ -	$ -		$ -	$ -	
Remaining Allowance	$ -	$ -		$ -	$ -	$191,536.00

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Ericson ES EMS Upgrade
4774 E Yale Ave
Fresno, CA 93703

CHANGE ORDER No. : 002

DSA File No. : xx-xx

Application No. : xx-xxxxxxx

CONTRACTOR :
EMCOR
3980 North Chestnut Diagonal #101
Fresno, CA 93726

DESIGNER'S PROJECT No. : 23156

FUSD BID/CONTRACT No. : 25-49

CONTRACTOR P.O. No. : 25021764

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

The original Contract Sum was	$	321,991.00
Net change by previously authorized Change Orders	$	24,214.16
The Contract Sum prior to this Change Order was	$	346,205.16
The Contract Sum will be adjusted by	$	1,574.91
The new Contract Sum, including this Change Order will be	$	347,780.07
The Contract Completion date prior to this Change Order was		10-Aug-25
The Contract Time will be adjusted by		(61) Calendar Days
The new Contract Completion date, including this Change Order is therefore		10-Oct-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:

Lawrence Engineering
4910 E Clinton Way #101
Fresno, CA 93727

ARCHITECT/ENGINEER:

By: Michael D. Cantelmi

Date: 11/3/25

Accepted by:

EMCOR
3980 North Chestnut #101
Fresno, CA 93726

CONTRACTOR:

By:

Date: 11-12-25

Authorized by:

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

OWNER:

By: Alex Belanger, Chief Executive

Date:

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:
Retrofit existing return air dampers in the three (3) air handler wings.

REASON FOR CHANGE:
This additional work will allow the system to work in conjunction with the outside air damper controls.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
CO2

Amount of this Change Order Item:	**Increase $**	**5,928.32**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Completion date extended.

REASON FOR CHANGE:
Extra time is need to complete the project due to unforseen additonal work to retrofit the existing air dampers and to retrofit 12 Bard Heat Pump Units with actuators.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
CO3

Amount of this Change Order Item:	**Decrease $**	-
Time adjustment by this Change Order Item:	**Increase**	61 Days

Fresno Unified School District

CHANGE ORDER

Item 1-3 **ALLOWANCE**

DESCRIPTION OF CHANGE:
Contractor used $15,646.59 of $20,000 allowance. Retrofit 12 Bard heat pumps and 2 RTU units with actuators, hardware, and linkages.

REASON FOR CHANGE:
Contractor did not need entire allowance.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Heat Pump and HC1/HC2 Breakdown

Amount of this Change Order Item:	**Decrease**	**$ 4,353.41**
Time adjustment by this Change Order Item:	**Increase**	**0 Days**

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 1,574.91**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**61 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

Maintenance Services

Project Financial Summary

Project Name: Ericson ES EMS Upgrade
DSA #: NA
BID #: 25-49

Date: 8/10/2025
Contractor: Emcor
Architect: Lawrence Engineering Group
Change Order: 002

Contract Summary:

Bid Award Amount(s)

	Base Bid:	$ 301,991.00
	Base Bid:	$ -
	Allowance	$ 20,000.00
	Additive Alternate 1:	$ -
Bid Alternate___:	Additive Alternate 2:	$ -
	Total Agreement Amount:	**$ 321,991.00**

Contract Adjustments:

Total Contract Amount $ 321,991.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
CO #001	$ -	$ -	$ 24,214.16	$ -	$ -	$ 24,214.16	$ 24,214.16
CO #002	$ (4,353.41)	$ -	$ 5,928.32	$ -	$ -	$ 1,574.91	$ 1,574.91
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Totals:	**$ (4,353.41)** -0.01	**$ -** 0%	**$ 5,928.32** 2%	**$ -** 0%	**$ -** 0%	**$ 25,789.07**	**$ 25,789.07** 8%

Total Contract Amount with Adjustments **$ 347,780.07**

Contract Adjustments:

Total Allowance Amount $ 20,000.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
CO #002	$ 15,646.59	$ -	$ -	$ -	$ -	$ 15,646.59	
	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	
Totals:	**$ 15,646.59**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 15,646.59**	**$ 15,646.59**

Total Allowance Remaining **$ 4,353.41**

Docusign Envelope ID: D9B22631-46D2-49EB-BB06-CD49FBB4E5A7

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Sequoia Middle School Dance Room HVAC Replacement
Fresno, CA - Sequoia Middle School

CHANGE ORDER No. : 001

DSA File No. : 10-48

Application No. : 02-122852

CONTRACTOR :
Strategic Mechanical, Inc.
4661 E Commerce Ave
Fresno, CA 93725

DESIGNER'S PROJECT No. : 1434

FUSD BID/CONTRACT No. : 25-53

CONTRACTOR P.O. No. : 25022083

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

The original Contract Sum was	$	404,000.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	404,000.00
The Contract Sum will be adjusted by	$	6,072.00
The new Contract Sum, including this Change Order will be	$	410,072.00
The Contract Completion date prior to this Change Order was		19-Sep-25
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		19-Sep-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:

NPC Engineers
5 River Park Pl East
Fresno, CA 93720

ARCHITECT/ENGINEER:

Hannah Brigdon Digitally signed by Hannah Brigdon DN: C=US, E=hannah6@npcengr.com, CN=Hannah Brigdon Date: 2025.11.05 16:32:59-08'00'

By: Hannah Brigdon, P.E.

Date: 11/05/2025

Accepted by:

Strategic Mechanical, Inc.
4661 E Commerce Ave
Fresno, CA 93725

CONTRACTOR:

Signed by: Chad Petty
6B7A4C2C7D8E4CE...

By: Chad Petty

Date: 11/6/2025 | 8:01 AM PST

Authorized by:

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

OWNER:

By: Alex Belanger | Chief Executive

Date: 11/14/25

Docusign Envelope ID: D9B22631-46D2-49EB-BB06-CD49FBB4E5A7

Fresno Unified School District

CHANGE ORDER

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

Item 1-1

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment required to demolish and offhaul concrete and asphalt, move the fence posts to the north, and extend the concrete pad in the yard to accommodate utility lines.

REASON FOR CHANGE:
Upon investigation for utilties, it was discovered that a few lines will have conflicts with the fence posts that need to be installed; the posts need to be a minimum of 4' deep, and the site utilities sit at 3'.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFC-001, RFI-002

Amount of this Change Order Item:	**Increase**	**$ 2,958.20**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment required to relocate receptacles and re-route conduit from interior wall to the exterior wall and re-enter building. All conduit shall also be painted to match surrounding finishes.

REASON FOR CHANGE:
After removal of stucco for supply duct penetration, it was discovered that there were receptacles and vertical conduits on interior wall that block the planned duct routing.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFC-002, RFI-004

Amount of this Change Order Item:	**Increase**	**$ 3,113.80**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 6,072.00**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name: *Sequoia Middle School Dance Room HVAC Replacement*

DSA #: 02-122852

BID #: 25-53

Date: 11/12/25

Contractor: Strategic Mechanical Inc

Architect: Net Positive

Change Order: 1

Contract Summary:

Bid Award Amount(s)

Base Bid:		$404,000
Base Bid:		
Additive Alternate 1:		
Additive Alternate 2:	$	-
Additive Alternate 3:	$	-
Allowance:		
Total Agreement Amount:	**$**	**404,000.00**

Contract Adjustments:

Total Contract Amount $ 404,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001			$ -		$ 6,072.00				$ -		$6,072			
	$ -		$ -		$ -		$ -		$ -					
			$ -		$ -		$ -		$ -					
	$ -		$ -		$ -		$ -				$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	$ -	0%	$ -	0%	$ 6,072.00	2%	$ -	0%	$ -	0%	$ 6,072.00		$ 6,072.00	1.5%

Total Contract Amount with Adjustments **$ 410,072.00**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Muir Elementary School - Fencing & ADA Improvements

CHANGE ORDER No. :	**001**
DSA File No. :	10-48
Application No. :	02-122657

CONTRACTOR :
HBC Enterprises
2743 E. Shaw Ave. Suite 103
Fresno, CA 93710

DESIGNER'S PROJECT No. :	2022-45.16
FUSD BID/CONTRACT No. :	25-58B
CONTRACTOR P.O. No. :	25021979

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

The original Contract Sum was	$	188,940.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	188,940.00
The Contract Sum will be adjusted by	$	5,760.50
The new Contract Sum, including this Change Order will be	$	194,700.50
The Contract Completion date prior to this Change Order was		27-Jul-25
The Contract Time will be adjusted by		(4) Calendar Days
The new Contract Completion date, including this Change Order is therefore		31-Jul-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:***
Paul Halajian Architects	HBC Enterprises	**Fresno Unified School District**
389 Clovis Ave. Suite 100	2743 E. Shaw Ave. Suite 103	4600 N. Brawley
Clovis, CA 93612-1185	Fresno, CA 93710	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Kari Trenhaile, Architect	By: Rob Harris, President	By: Alex Belanger	Chief Executive
Date: 10/21/25	Date: 10.21.25	Date:

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:
Remove and replace out of compliance concrete sidewalk

REASON FOR CHANGE:
Inspector of Record required additional demolition and replacement of concrete which exceeded the maximum cross slopes for ADA path of travel.

CHANGE CATEGORY:
Governing agency required change after document approval.

DOCUMENT REFERENCE:
HBC Enterprises CCO#-02 dated 7.17.2025

Amount of this Change Order Item:	**Increase**	**$ 5,760.50**
Time adjustment by this Change Order Item:	**Increase**	4 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 5,760.50**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**4 days**

***** End of CHANGE ORDER *****

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name: *Muir Elementary School Fencing & ADA Improvements*
DSA #: 02-122657
BID #: 25-58B

Date: 10.16.25
Contractor: HBC Enterprises
Architect: Paul Halajian Architects
Change Order: 001

Contract Summary:

Bid Award Amount(s)

Base Bid:	$	114,900.00
Add/Alt #1	$	74,040.00
Add/Alt #2		
Additive Alternate 2:		
Additive Alternate 3:		
Additive Alternate 4:		
Total Agreement Amount:	**$**	**188,940.00**

Contract Adjustments:

Total Contract Amount $ 188,940.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ -		$ 5,760.50		$ -				$ -		$ 5,760.50			
CO #002			$ -		$ -		$ -		$ -		$ -			
CO #003	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ -**	0%	**$ 5,760.50**	3%	**$ -**	0%	**$ -**	0%	**$ -**	0%	**$ 5,760.50**		**$ 5,760.50**	3.0%

Total Contract Amount with Adjustments **$ 194,700.50**

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 17, 2025

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify the Filing of Notices of Completion

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

Bid 24-80, Figarden Elementary School Multipurpose Room Roof Replacement

For Information Only
Original contract amount: $284,634
Change Order(s) previously ratified: $465
Contract amount: $285,099

Bid 25-12, Sunnyside High School Chiller Replacements

For Information Only
Original contract amount: $489,000
Change Order(s) previously ratified: $43,951
Contract amount: $532,951

Bid 25-36 Sections A and D, Exterior Painting at Edison Bethune Charter Academy and Tehipite Middle School

For Information Only
Original contract amount: $256,000
Change Order(s) previously ratified: $1,500
Contract amount: $257,500

Bid 25-58 Section B, Fencing and ADA Improvements at Muir Elementary School

For Information Only
Original contract amount: $188,940
Change Order(s) previously ratified: $5,761
Contract amount: $194,701

Bid 25-61, Bullard High School Shade Structure Installation

For Information Only
Original contract amount: $247,500
Change Order(s) previously ratified: $7,207
Contract amount: $254,707

FINANCIAL SUMMARY: Retention funds are released in accordance with contract terms and California statutes.

PREPARED BY: Ann Loorz
DIVISION: Operational Services
CABINET APPROVAL PHONE: (559) 457-3134
CABINET APPROVAL: Chief Operations and Classifieds Labor Management Officer, Paul Idsvoog

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

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

2025-0105060
FRESNO County Recorder
Paul Dictos, CPA
Tuesday, Oct 28, 2025 01:11:53 PM
CONFORMED COPY
Copy of document recorded.
Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**

3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**

4. The nature of the interest or estate of the owner is: **IN FEE**

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

5. A work of improvement on the property hereinafter described was accepted/completed on **August 8, 2025**
   The work done was **Figarden Elementary School Multipurpose Room Roof Replacement, Bid No. 24-80.**
   This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
   California Constructors 7060 Convoy Ct. San Diego, CA 92111 June 13, 2024
   (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:
   Figarden Elementary School 6235 N. Brawley Ave., Fresno, CA 93722 DSA No.: N/A

Date: **October 28, 2025**

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION
I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 28, 2025 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

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

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

2025-0103724
FRESNO County Recorder
Paul Dictos, CPA
Thursday, Oct 23, 2025 04:10:20 PM
CONFORMED COPY
Copy of document recorded.
Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**

3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**

4. The nature of the interest or estate of the owner is: **IN FEE**

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

5. A work of improvement on the property hereinafter described was accepted/completed on **August 31, 2025.** The work done was **Chiller Replacement, Bid No. 25-12.**
   This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
   New England Sheet Metal & Mechanical Co. 525 W. Alluvial Ave., Fresno, CA 93711 Nov. 21, 2024
   (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:
   Sunnyside High School 1019 S. Peach Ave., Fresno, CA 93727 DSA No.: 02-122083

Date: **October 23, 2025**

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION
I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 23, 2025 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

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

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

2025-0103723
FRESNO County Recorder
Paul Dictos, CPA
Thursday, Oct 23, 2025 04:10:20 PM
CONFORMED COPY
Copy of document recorded.
Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**

3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**

4. The nature of the interest or estate of the owner is: **IN FEE**

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

5. A work of improvement on the property hereinafter described was accepted/completed on **August 12, 2025**. The work done was **Exterior Painting Sections A & D, Bid No. 25-36.**
   This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
   GMAT Painting **1838 Universal Dr., Stockton, CA 95206** **May 29, 2025**
   (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:

   See Page 2 (Cont.)

Date: **October 23, 2025**

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 23, 2025 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

NOTICE OF COMPLETION (AND ACCEPTANCE) (Continued)

Bid No.: 25-36, Sections A & D
Project Name: Exterior Painting

General Contractor: GMAT Painting

Edison Bethune Charter Academy	**1616 S. Fruit Ave., Fresno, CA 93706**	**DSA No.: n/a**
Tehipite Middle School	**630 N Augusta St., Fresno, CA 93701**	**DSA No.: n/a**

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

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

2025-0109676
FRESNO County Recorder
Paul Dictos, CPA
Wednesday, Nov 12, 2025 04:01:32 PM
CONFORMED COPY
Copy of document recorded.
Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**

3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**

4. The nature of the interest or estate of the owner is: **IN FEE**

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

5. A work of improvement on the property hereinafter described was accepted/completed on **July 31, 2025.** The work done was **Fencing and ADA Improvements, Bid No. 25-58 B.**
   This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
   HBC Enterprises **2743 E. Shaw Ave. Ste. 103, Fresno, CA 93710** **May 29, 2025**
   (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:
   Muir Elementary School **410 E. Dennett Ave., Fresno, CA 93728** **DSA No.:02-122657**

Date: **November 12, 2025**

Toni Jorge, Business Operations Manager
Fresno Unified School District

VERIFICATION
I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 12, 2025 at Fresno,

Toni Jorge, Business Operations Manager
Fresno Unified School District

2025-0106797
FRESNO County Recorder
Paul Dictos, CPA
Friday, Oct 31, 2025 03:49:16 PM
CONFORMED COPY
Copy of document recorded.
Has not been compared with original.

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

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**

3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**

4. The nature of the interest or estate of the owner is: **IN FEE**

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

5. A work of improvement on the property hereinafter described was accepted/completed on **October 31, 2025**
   The work done was **Pool Shade Structure Installation, Bid No. 25-61.**
   This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
   Landmark Associated Builders, Inc. **8741 Byers St., Downey, CA 90242** **June 20, 2025**
   (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:
   Bullard High School **5445 N. Palm Ave., Fresno, CA 93704** **DSA No. : 02-123297**

Date: **October 31, 2025**

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 31, 2025 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District