



AGENDA

FEBRUARY 11, 2026

***4:30 P.M. (CLOSED SESSION) *5:45 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 (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 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

Adela G. Duncan 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. Conference with Labor Negotiator (Government Code Section 54957.6); Fresno Unified School District Negotiator(s): David Chavez and Paul Idsvoog; Employee Organizations(s): SEIU, Local 521, FASTA/SEIU.
3. Public Employee Discipline, Dismissal, Release, Reassignment, Resignation (Government Code Section 54957).
4. Public Employment/Appointment (Government Code Section 54957).
5. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9 (d)(1)).
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 GL25-1209-16514
 - ii. Claim GL25-1209-16515
 - iii. Claim GL25-0821-16550

A. RECEIVE INFORMATION & REPORTS

1. RECEIVE Proposed Revisions for Board Policies 12 - 30
[Receive Proposed Revisions for Board Policies.docx](#) 
[Receive Proposed Revisions for Board Policies.pdf](#) 
Included in the Board materials are proposed revisions for eight Board Policies (BP) as follows:
 1. BP 0450 Comprehensive Safety Plan
 2. BP 1340 Access to District Records
 3. BP 1445 Response to Immigration Enforcement (NEW)
 4. BP 5125 Student Records
 5. BP 5125.1 Release of Directory Information
 6. BP 5131.8 Mobile Communication Devices (NEW)
 7. BP 5139 Regulating the Possession or Use of Portable Communication Devices (DELETE)
 8. BP 5145.13 Response to Immigration Enforcement (DELETE)These revisions are in alignment with the Student Outcomes Focused Governance and best practices. The items will be brought back for approval at a future Board meeting. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone (559) 457-3838.
2. RECEIVE Resolution 26-55, Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2020, Series D, in the Aggregate Principal Amount of Not to Exceed \$60,000,000, and Authorizing the Execution and Delivery of a Bond Purchase Agreement and Official Statement, and Approving Documents and Official Actions Relating Thereto 31 - 63
[Receive Resolution 26-55.docx](#) 
[Receive Resolution 26-55.pdf](#) 
Included in the Board material is Resolution 26-55, authorizing the issuance and sale of General Obligation Bonds, Election of 2020 (Measure M), Series D, in the aggregate principal amount of not to exceed \$60,000,000 and authorizes the execution and delivery of related documents and actions. Fiscal impact: Funding source is Measure M, approved by the voter electorate in March 2020. Contact person: Paul Idsvoog, telephone (559) 457-3134.

3. RECEIVE Resolution 26-56, Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2024, Series B, in the Aggregate Principal Amount of Not to Exceed \$30,000,000, and Authorizing the Execution and Delivery of a Bond Purchase Agreement and Official Statement, and Approving Documents and Official Actions Relating Thereto 64 - 96
- [Receive Resolution 26-56.docx](#) 
- [Receive Resolution 26-56.pdf](#) 
- Included in the Board material is Resolution 26-56, authorizing the issuance and sale of General Obligation Bonds, Election of 2024 (Measure H), Series B, in the aggregate principal amount of not to exceed \$30,000,000 and authorizes the execution and delivery of related documents and actions. Fiscal impact: Funding source is Measure H, approved by the voter electorate in November 2024. Contact person: Paul Idsvoog, telephone (559) 457-3134.
4. RECEIVE Resolution 26-57, Authorizing the Issuance and Sale of 2026 Refunding General Obligation Bonds to Refund Outstanding General Obligation Bonds and Refunding General Obligation Bonds, Authorizing the Execution and Delivery of Related Escrow Agreements, Bond Purchase Agreement and Official Statement, and Approving Documents and Official Actions Relating Thereto 97 - 129
- [Receive Resolution 26-57.docx](#) 
- [Receive Resolution 26-57.pdf](#) 
- Included in the Board material is Resolution 26-57, authorizing the issuance and sale of 2026 Refunding General Obligation (GO) Bonds to refund four outstanding issues of general obligation bonds and refunding general obligation bonds of the district, and approving related documents and actions. Fiscal impact: Refunding the general obligation bonds is anticipated to result in an estimated \$5 million in debt service savings. Contact person: Paul Idsvoog, telephone (559) 457-3134.
5. RECEIVE Resolution 26-58, Authorizing Debt Service Information to be Provided to the County of Fresno Respecting Unsold General Obligation Bonds of the Fresno Unified School District for Fiscal Year 2026/27 130 - 133
- [Receive Resolution 26-58.docx](#) 
- [Receive Resolution 26-58.pdf](#) 

Included in the Board material is Resolution 26-58, authorizing Debt Service Information to be Provided to the County of Fresno Respecting Unsold General Obligation Bonds of the Fresno Unified School District for Fiscal Year 2026/27. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone (559) 457-3134.

B. CONFERENCE/DISCUSSION AGENDA

There are no items for this section of the agenda.

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 134
[Adopt Findings of Fact and Recommendations.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 Fresno Unified School District Board of Education held January 28, 2026. 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. 26-63, Support of Extending Proposition 55 135 - 137
[Adopt Resolution No. 26-63.docx](#) 
[Adopt Resolution No. 26-63.docx](#) 
Included in the Board material is Resolution No. 26-63, Support of Extending Proposition 55. Proposition 55, approved by California voters in 2016, provides a dedicated and ongoing revenue stream for K-12 public schools and community colleges throughout the state. Support of the extension of Proposition 55 will preserve and strengthen stable state funding for public education as continued revenues from Proposition 55 are essential to maintaining the educational programs, student supports, and staffing necessary to meet the needs of Fresno Unified students.

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

3. ADOPT Provisional Internship Permits 138
[Adopt Provisional Internship Permits.docx](#) 
Included in the Board material are Provisional Internship Permit (PIP) recommendations to rehire or hire upon Board adoption. Site principals recommended to Human Resources that the following teachers be rehired or hired in their positions in 2025/26 due to hard-to-fill credential positions. These individuals are all working towards completing the required classes/exams by the end of 2026/27 school year. The Superintendent **recommends adoption**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone (559) 457-3713.
4. ADOPT Variable Term Waiver for Bilingual, Cross-Cultural, Language and Development Authorization 139
[Adopt Variable Term Waiver for BCLAD.docx](#) 
Included in the Board material is a Variable Term Waiver request for Bilingual, Cross-Cultural, Language and Development (BCLAD) Authorization for the 2025/26 school year. The Education Code 44225(m) allows the commission to grant waivers to fill in an area that is deemed hard-to-fill. The individual is working towards completing the required coursework for the Multiple Subject Credential and BCLAD Authorization. The Superintendent **recommends adoption**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone (559) 457-3713.
5. APPROVE Personnel List 140 - 143
[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, telephone (559) 457-3713.
6. APPROVE Meeting Minutes 144 - 157
[Approve Meeting Minutes.pdf](#) 
Included in the Board material are draft minutes for the regular meeting of the Fresno Unified School District Board of Education, held January 28, 2026. The Superintendent **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Superintendent Her, telephone (559) 457-3884.

7. APPROVE Proposed Revisions to Board Policies - Constituent Services 158 - 175
[Approve Proposed Revisions for BP - Constituent Services.docx](#)  [Approve Proposed Revisions for BP- Constituent Services.pdf](#) 
Included in the Board materials are proposed revisions for four Board Policies (BP) as follows:
1. BP 1260 Parent/Guardian Involvement (DELETE)
 2. BP 1312.3 Uniform Complaint Procedures
 3. BP 1325 Advertising and Promotion
 4. BP 5141.5 Emotional Well-Being and Mental Health
- These revisions are in alignment with Student Outcomes Focused Governance and best practices. The Board President **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone (559) 457-3838.
8. APPROVE Addition to Legal Services Agreements for 2025/26 176 - 177
[Approve Addition to Legal Services Agreements.docx](#)  [Approve Addition to Legal Services Agreements.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.
9. APPROVE Amendment No. 1 to the Agreement with Kraw Law Group APC 178 - 200
[Approve Amendment No. 1 Agreement with Kraw Law Group APC.docx](#)  [Approve Amendment No. 1 Agreement with Kraw Law Group APC.pdf](#) 
Included in the Board material is amendment No. 1 to the agreement with Kraw Law Group, APC, to provide legal consulting services to the Joint Health Management Board (JHMB). The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of \$246,000 are available in the Internal Health Fund budget. Contact person: Patrick Jensen, telephone (559) 457-6226.

10. APPROVE Amendment No. 8 to the Agreement with MedImpact Healthcare Systems, Inc. 201 - 229
[Approve Amendment No. 8 Agreement with MedImpact.docx](#)

[Approve Amendment No. 8 Agreement with MedImpact.pdf](#)

Included in the Board material is amendment No. 8 to the agreement with MedImpact Healthcare Systems, Inc., formerly Elixir Rx Solutions, LLC, related to Prescription Benefit Management (PBM) services. MedImpact Healthcare Systems, Inc. currently provides PBM services for the district's active employees, early retirees, and their respective eligible dependents. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of \$100,000 are available in the Internal Health Fund budget. Contact person: Patrick Jensen, telephone (559) 457-6226.
11. APPROVE Award of Bid 26-27, Viking Elementary School Administration Building Health Suite Modernization 230 - 231
[Approve Award of Bid 26-27, Viking Elementary School.docx](#)

[Approve Award of Bid 26-27, Viking Elementary School.pdf](#) 
Included in the Board material is information on Bid 26-27, Viking Elementary School Administration Building Health Suite Modernization. The project will include upgrading the Administration building to increase the size of the nurse suite to accommodate the new health suite requirements. Staff recommend the award to the lowest responsive, responsible bidder: CMW Builders, Inc. (Hilmar, California) \$293,000. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of \$293,000 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone (559) 457-3134.
12. APPROVE Award of Bid 26-28, Wawona Middle School Administration Building Health Suite Modernization 232 - 233
[Approve Award of Bid 26-28, Wawona Middle School.docx](#) 
[Approve Award of Bid 26-28, Wawona Middle School.pdf](#) 
Included in the Board material is information on Bid 26-28, Wawona Middle School Administration Building Health Suite Modernization. The project will include upgrading the Administration building to increase the size of the nurse suite to accommodate the new health suite requirements. Staff recommend the award to the lowest responsive, responsible bidder: CMW Builders, Inc. (Hilmar, California)

\$302,800. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of \$302,800 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone (559) 457-3134.

13. APPROVE Award of Bid 26-29, Baird Middle School Administration Building Health Suite Modernization 234 - 235
[Approve Award of Bid 26-29, Baird Middle School.docx](#) 
[Approve Award of Bid 26-29, Baird Middle School.pdf](#) 
Included in the Board material is information on Bid 26-29, Baird Middle School Administration Building Health Suite Modernization. The project will include upgrading the Administration building to increase the size of the nurse suite to accommodate the new health suite requirements. Staff recommend the award to the lowest responsive, responsible bidder: CMW Builders, Inc. (Hilmar, California) \$318,000. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of \$318,000 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone (559) 457-3134.
14. APPROVE Award of Bid 26-30, Birney Elementary School Administration Building Health Suite Modernization 236 - 237
[Approve Award of Bid 26-30, Birney Elementary.docx](#) 
[Approve Award of Bid 26-30, Birney Elementary.pdf](#) 
Included in the Board material is information on Bid 26-30, Birney Elementary School Administration Building Health Suite Modernization. The project will include upgrading the Administration building to increase the size of the nurse suite to accommodate the new health suite requirements. Staff recommend the award to the lowest responsive, responsible bidder: CMW Builders, Inc. (Hilmar, California) \$297,700. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of \$297,700 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone (559) 457-3134.
15. APPROVE Award of Request for Qualifications 26-15, Expanded Learning Enrichment Services 238 - 240
[Approve Award of Request for Qualifications 26-15, Expanded Learning](#) 
[Approve Award of Request for Qualifications 26-15, Expanded Learning.pdf](#) 
Included in the Board material is information on Request for Qualifications (RFQ) 26-15, to qualify a pool of vendors to deliver programs outside of school time that focus on at least one of the

following themes: Adventure, Career Discovery, Creative Arts, Sports and Fitness, or Science, Technology, Engineering, and Mathematics (STEM). The qualification term is five (05) years and will begin July 01, 2026. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds are available in the Expanded Learning Opportunity Program. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

16. RATIFY Purchase Orders from November 01, 2025, through November 30, 2025 – Primary Report 241 - 282

[Ratify November Purchase Orders - Primary Report.docx](#) 

[Ratify November Purchase Orders - Primary Report.pdf](#) 

Included in the Board material is information on purchase orders issued from November 01, 2025, through November 30, 2025. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item. The Superintendent **recommends ratification**. Fiscal impact: Funding is noted in the support material. Contact person: Paul Idsvoog, telephone (559) 457-3134.

17. RATIFY Purchase Orders from November 01, 2025, through November 30, 2025 – Supplemental Report 283 - 285

[Ratify November Purchase Orders - Supplemental Report.docx](#) 

[Ratify November Purchase Orders - Supplemental Report.pdf](#) 

Included in the Board material is information on purchase orders issued from November 01, 2025, through November 30, 2025. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item. The Superintendent **recommends ratification**. Fiscal impact: Funding is noted in the support material. Contact person: Paul Idsvoog, telephone (559) 457-3134.

UNSCHEDULED ORAL COMMUNICATIONS

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

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

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

OPPORTUNITY for Board Member Reflections on the Board Shared Agreements

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

D. ADJOURNMENT

NEXT SCHEDULED BOARD WORKSHOP: WEDNESDAY, FEBRUARY 18, 2026

NEXT SCHEDULED REGULAR MEETING: WEDNESDAY, FEBRUARY 25, 2026

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 11, 2026

ACTION REQUESTED: RECEIVE

TITLE AND SUBJECT: Receive Proposed Revisions for Board Policies

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

1. BP 0450 Comprehensive Safety Plan
2. BP 1340 Access to District Records
3. BP 1445 Response to Immigration Enforcement (NEW)
4. BP 5125 Student Records
5. BP 5125.1 Release of Directory Information
6. BP 5131.8 Mobile Communication Devices (NEW)
7. BP 5139 Regulating the Possession or Use of Portable Communication Devices (DELETE)
8. BP 5145.13 Response to Immigration Enforcement (DELETE)

These revisions are in alignment with the 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: Chief of Staff, Ambra O'Connor



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

Fresno Unified Board Policy (BP) 0450 Comprehensive Safety Plan

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior, and respect for others.

(cf. 5131 - Conduct)

The school site council at each district school shall develop a comprehensive school safety plan (CSSP) relevant to the needs and resources of that particular school. **New school campuses shall develop a CSSP within one year of initiating operations.** (Education Code 32281, 32286)

The **CSSP school safety plan** shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the site.

The CSSP(s) Each school shall be reviewed and updated its safety plan by March 1 of each year and forwarded to the Board for approval. **New school campuses shall develop a safety plan within one year of initiating operations.** (Education Code 32286, 32286)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

As necessary, the Superintendent or designee shall provide training on the CSSP to all school staff.

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education (CDE) of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Tactical Response Plan

Notwithstanding the process described above, any portion of a CSSP that addresses tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to safeguard students and staff, secure affected school premises, and apprehend criminal perpetrator(s), shall be developed by the Superintendent or designee in accordance with Education Code 32281. In developing such strategies, the Superintendent or designee shall consult with law enforcement officials and with representative(s) of employee bargaining unit(s), if they choose to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials and approve the tactical response plan, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

Safety Plan(s) Access and Reporting

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

However, those portions of the **CSSP comprehensive safety plan** that include tactical responses to criminal incidents shall not be publicly disclosed.

The Superintendent or designee shall share the **CSSPs comprehensive safety plans** and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

The Superintendent or designee shall also provide data to CDE pertaining to lockdown or multi-option response drills conducted at district schools in accordance with Education Code 32289.5. (Education Code 32289.5)

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 0510 - School Accountability Report Card)
(cf. 9322 - Agenda/Meeting Materials)
(cf. 1340 - Access to District Records)
(cf. 1312.3 - Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of **sex** discrimination
32260-32262 Interagency School Safety Demonstration Act of 1985
32270 School safety cadre
32280-32289.5 School safety plans
32290 Safety devices
35147 School site councils and advisory committees
35183 School dress code; uniforms
35266 Reporting of cyber attacks
35291 Rules
35291.5 School-adopted discipline rules
41020 Requirement for annual audit
44010 Sex offense; definition
48900-48927 Suspension and expulsion
48950 Speech and other communication
48980 Parent/Guardian notifications
49079 Notification to teacher; student act constituting grounds for suspension or expulsion
49390-49395 Homicide Threats
49414.35 Emergency treatment for opioid overdose
49414.6 Student possession of opioid antagonist
67381 Availability of information regarding crimes
GOVERNMENT CODE
54957 Closed session meetings for threats to security
8586.5 California Cybersecurity Integration Center
11549.3 Independent security assessment
PENAL CODE
11164-11174.3 Child Abuse and Neglect Reporting Act
422.55 Definitions of hate crime
626.8 Disruptions
667.5 Violent felony; definition
CALIFORNIA CONSTITUTION
Article 1, Section 28(c) Right to Safe Schools
CALIFORNIA CODE OF REGULATION, TITLE 5
11987-11987.7 School Community Violence Prevention Program requirements
11992-11993 Persistently dangerous schools; definition
UNITED STATES CODE, TITLE 6
665K Federal Clearinghouse on School Safety Evidence-Based Practices
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities Education Act
7111-7122 Student support and academic enrichment grants
7114 Application for local educational agencies
7912 Transfers from persistently dangerous schools
UNITED STATES CODE, TITLE 29
794 Rehabilitation Act of 1973; Section 504
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act

Management Resources:

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007
WEB SITES
CSBA: <http://www.csba.org>
American Red Cross: <http://www.redcross.org>
California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ss> California
Office of Emergency Services: <http://www.oes.ca.gov>
California Seismic Safety Commission: <http://www.seismic.ca.gov> Federal
Bureau of Investigation: <http://www.fbi.gov>
National Alliance for Safe Schools: <http://www.safeschools.org>

National School Safety Center: <http://www.nssc1.org>
U.S. Department of Education, Safe
Schools: <http://www.ed.gov/about/offices/list/osep/gtss.html>

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: March 22, 2000 Fresno, California
revised: March 10, 2004
revised: April 13, 2005
revised: May 22, 2024
revised: __, 2026

Policy section 0000 Philosophy, Goals, Objectives, and Comprehensive Plans

DRAFT

Fresno Unified Board Policy (BP) 1340

Access to District Records

The Governing Board recognizes the right of members of the public to have access to public records of the district. The district shall provide any person reasonable access to the public records of the schools and district during normal business hours and within the requirements of law. Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act and other state or federal law.

(cf. 3553 - Free and Reduced Price Meals)
(cf. 3580 - District Records)
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)
(cf. 6162.5 - Student Assessment)
(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9321 - Closed Session)

In response to a public records request, the Superintendent or designee shall make reasonable efforts to locate the requested records, including, but not limited to, any electronic communication substantively related to the records, such as district email, text messages, instant messages, and other electronic communications, regardless of whether they are transmitted through a district-provided device or account or through an employee's or Board member's personal device or account.

(cf. 4040 - Employee Use of Technology)
(cf. 9012 - Board Member Electronic Communications)

The district may charge for copies of public records or other materials requested by individuals or groups, unless they are using their own personal equipment to reproduce the record. The charge shall be based on actual costs of duplication, as determined by the Superintendent or designee and as specified in administrative regulation.

In order to help maintain the security of district records, members of the public granted access shall examine records in the presence of a district staff member.

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

Legal Reference:
EDUCATION CODE
234.7 Student protections relating to immigration and citizenship status
35145 Public meetings
35170 Authority to secure copyrights
35250 Duty to keep certain records and reports
41020 Requirement for annual audit
42103 Publication of proposed budget; hearing
44031 Personnel file contents and inspections
44839 Medical certificates; periodic medical examination
49060-49079 Student records
49091.10 Parental review of curriculum and instruction
GOVERNMENT CODE
3547 Proposals relating to representation
6250-6270 California Public Records Act
6275-6276.48 California Public Records Act; other exemptions from disclosure
8310.3 California Religious Freedom Act
53262 Employment contracts
54957.2 Minute book record of closed sessions
54957.5 Agendas and other writings distributed for discussion or consideration
81008 Political Reform Act, public records; inspection and reproduction
CALIFORNIA CONSTITUTION

Article 1, Section 3 Right of access to governmental information
CODE OF REGULATIONS, TITLE 5
430-438 Individual student records
COURT DECISIONS
City of San Jose v. Superior Court (2017) 2 Cal.5th 608
Los Angeles County Board of Supervisors v. Superior Court (2016) 2 Cal.5th 282
Sacramento County Employees' Retirement System v. Superior Court (2011) 195 Cal. App. 4th 440
International Federation of Professional and Technical Engineers v. The Superior Court of Alameda County, (2007) 42 Cal.4th 319
Los Angeles Times v. Alameda Corridor Transportation Authority, (2001) 88 Cal.App.4th 1381
Kleitman v. Superior Court, (1999) 74 Cal.App. 4th 324
Fairley v. Superior Court, (1998) 66 Cal.App. 4th 1414
North County Parents Organization for Children with Special Needs v. Department of Education, (1994) 23 Cal.App. 4th 144
ATTORNEY GENERAL OPINIONS
71 Ops.Cal.Atty.Gen. 235 (1988)
64 Ops.Cal.Atty.Gen. 186 (1981)

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: November 26, 1991 Fresno, California
revised: August 23, 2000
revised: September 9, 2015
revised: March 17, 2021
revised: ____, 2026

Policy Section: 1000 Community Relations

DRAFT

Fresno Unified Board Policy (BP) 1445 Response To Immigration Enforcement

The Governing Board is committed to the success of all students and to providing a safe and welcoming place for students, their families, and staff irrespective of their citizenship or immigration status.

Unless required by state or federal law, required to administer a state or federally supported educational program, or presented with a valid judicial subpoena, judicial warrant, or court order, district staff shall not do any of the following:

1. Solicit or collect information or documents regarding the citizenship or immigration status of a student or the student's family members (Education Code 234.7)
2. Seek or require information or documents, to the exclusion of other permissible information or documents, regarding the citizenship or immigration status of a student or the student's family members (Education Code 234.7)
3. To the extent practicable, disclose or provide in writing, verbally, or in any other manner to an officer or employee of an agency conducting immigration enforcement:
 - a. The education records of or any information about a student or a student's family or household such as personal information as defined in Civil Code 1798.3, information about a student's home, or information about a student's travel schedule without parent/guardian written consent (Education Code 234.7)
 - b. The personnel records of any district employee, personal information of any district employee as defined in Civil Code 1798.3, or any other confidential employee information (Education Code 234.7; Government Code 7285.2)
4. Grant permission to an officer or employee of an agency conducting immigration enforcement to enter a school bus, any other transportation provided by the district, a nonpublic area of any district property or facility, or a nonpublic area where any district-sponsored program or activity is occurring (Education Code 234.7; Government Code 7285.1)

However, district staff shall not obstruct, interfere with, or otherwise impede an officer or employee of an agency conducting immigration enforcement who nonetheless enters district-provided transportation, a nonpublic area of any district property or facility, or a nonpublic area where any district-sponsored program or activity is occurring.

The Superintendent or designee shall report to the Board in a timely manner any requests by an officer or employee of an agency conducting immigration enforcement for any of the following: (Education Code 234.7)

1. Education records of or any information about a student or a student's family or household
2. Personnel records of any district employee, personal information of any district employee as defined in Civil Code 1798.3, or any other confidential employee information
3. Permission to enter a school bus, any other transportation provided by the district, a nonpublic area of any district property or facility, or a nonpublic area where any district-sponsored program or activity is occurring

Such reports shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

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 national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

The Superintendent or designee shall provide parents/guardians with information and notifications as specified in Education Code 234.7, including information regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement.

The Superintendent or designee shall develop procedures for, and may provide training to staff on, interactions with an officer or employee of an agency conducting immigration enforcement, including a request for any of the following:

1. Education records of or any information about a student or a student's family or household
2. Personnel records of any district employee, personal information of any district employee as defined in Civil Code 1798.3, or any other confidential employee information
3. Permission to enter a school bus, any other transportation provided by the district, a nonpublic area of any district property or facility, or a nonpublic area where any district-sponsored program or activity is occurring

Complaints alleging discrimination, harassment, intimidation, and bullying based on actual or perceived immigration status shall be filed in accordance with Board Policy/Administrative Regulation 1312.3 - Uniform Complaint Procedures.

The Superintendent or designee shall provide to the California Department of Education, upon request and in the manner requested, copies of this policy, any associated administrative regulation, and any other Board policies and administrative regulations required by Education Code 234.7.

Legal Reference:

EDUCATION CODE

200 Equal rights and opportunities in state education institutions

220 Prohibition of discrimination

234.1 Student protections relating to discrimination, harassment, intimidation, and bullying

234.7 Student protections relating to immigration and citizenship status

32282 Comprehensive School Safety Plan

48204.4 Evidence of residency for school enrollment

48980 Parental notifications

48985 Notices to parents in language other than English

FAMILY CODE

6552 Caregiver's authorization affidavit

GOVERNMENT CODE

7285-7285.3 Prohibitions on Employer Cooperation with Immigration Enforcement Agents

8310.3 California Religious Freedom Act

PENAL CODE

422.55 Definition of hate crime

627-627.10 Access to school premises

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act (FERPA) of 1974

CODE OF FEDERAL REGULATIONS, TITLE 34

99.30-99.31 FERPA Regulations

UNITED STATES CONSTITUTION

4th Amendment Unreasonable search and seizure

COURT DECISIONS

Plyler v. Doe (1982) 457 U.S. 202

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: _____, 2026 Fresno, California

Policy Section: 1000 Community Relations

Fresno Unified Board Policy (BP) 5125 Student Records

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. Procedures for maintaining the confidentiality of student records shall be consistent with state and federal law.

The Superintendent or designee shall establish administrative regulations for Board approval governing the identification, collection, retention, disclosure, and security of student records, as well as timely access for authorized persons. These regulations shall ensure the parental rights of authorized persons to have timely access to student records while maintaining the confidentiality of student records consistent in accordance with state and federal law.

*(cf. 3580 - District Records)
(cf. 4040 - Employee Use of Technology)
(cf. 5125.1 - Release of Directory Information)
(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)
(cf. 5125.3 - Challenging Student Records)*

Custodian of Records

The Superintendent or designee shall designate a certificated employee to serve as custodian of records, with responsibility for student records at the district level. At each school, the principal or a certificated designee shall act as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing the Board policy and administrative regulation regarding student records. (Code of Regulations, Title 5, Section 431)

~~All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.~~

~~(cf. 4121 - Staff Development)
(cf. 4221 - Staff Development)
(cf. 4321 - Staff Development)~~

If student records containing covered information which is not subject to the California Consumer Privacy Act are under the control of the operator of a website, online service or application, or mobile application, and the student's parent/guardian or the student, if 18 years of age or older, requests deletion of such records, the Superintendent or designee shall provide documentation to the operator that the student has not been enrolled in the district for at least 60 days. (Business and Professions Code 22584)

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information, including which information should not be solicited.

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

The immigration or citizenship status of a student or a student's family member may only be collected and disclosed in accordance with Board Policy/Administrative Regulation 1445 - Response to Immigration Enforcement.

~~No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. If the District possesses information that could indicate~~

immigration status, citizenship status, or national origin information, the District shall not use the acquired information to discriminate against any students or families or bar children from enrolling in or attending school. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena. If a district employee receives such a request, they shall immediately report the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

(cf. 5145.13 – Response to Immigration Enforcement)

The Superintendent or designee shall not compile a list, registry, or database based on race, gender, sexual orientation, ethnicity, students' national origin, or religious belief, practice, or affiliation, nor shall they disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. ~~Such information may only be compiled or exchanged with other local, state, or federal agencies if the~~ This prohibition does not apply to information that is aggregated and is not personally identifiable. (Government Code 8310.3)

The Superintendent or designee shall develop protocols to comply with a court's restraining order that prohibits a party from accessing specified records and information pertaining to a student. (Family Code 6323.5)

Retention, Disclosure, and Security of Student Records

The Superintendent or designee shall ensure the confidentiality of student records as required by law and shall establish processes and procedures to safeguard data against damage, loss, or theft, including damage, loss, or theft which may be caused by the use of technology, including artificial intelligence and breaches to the district's digital infrastructure, in the retention or disclosure of student records.

The Superintendent or designee shall ensure that employees receive information and training about cybersecurity, including ways to protect student records from breaches to the district's digital infrastructure.

If the district experiences a cyberattack that impacts more than 500 students or personnel, the Superintendent or designee shall report the cyberattack to the California Cybersecurity Integration Center. (Education Code 35266)

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third-party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

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

220.3 Prohibition of requiring employee or contractor to disclose information related to student's sexual orientation, gender identity, or gender expression

234.7 Student protections relating to immigration and citizenship status

17604 Contracts

33328.5 Statewide AI Task Force

35266 Reporting of cyberattacks

48201 Student records for transfer student's record for acts that resulted in who have been suspended/expulsion

48853.5 Foster youth; placement, immunizations

48902 Notification of law enforcement of specified violations

48904-48904.3 Withholding grades, diplomas, or transcripts
 48918 Rules governing expulsion procedures
 48980 Parental notifications
 48985 Notices in parent/guardian's primary language
 49060-49079 Student records
 49091.14 Parent ~~and~~/Guardian review of curriculum
 5174.25 Independent study
 56041.5 Rights of students with disabilities
 56050 Surrogate parents
 56055 Foster parents
 60900-60901 California Longitudinal Pupil Achievement Data System
 69432.9 Cal Grant program; notification of grade point average
 69475 Conditional repeal of Cal Grant Program
 BUSINESS AND PROFESSIONS CODE
 22580-22582 Privacy rights for California minors in the digital privacy world
 22584-22585 Student Online Personal Information Protection Act
 22586-22587 Early Learning Personal Information Protection Act
 CODE OF CIVIL PROCEDURE
 1985.3 Subpoena duces tecum
 FAMILY CODE
 3025 Parental Access to records by noncustodial parents
 6323.5 Ex parte orders
 6552 Caregiver's authorization affidavit
 GOVERNMENT CODE
 7920.000-7930.215 6252-6260 Inspection of California Public Records Act
 HEALTH AND SAFETY CODE
 120440 Immunizations; disclosure of information
 PENAL CODE
 245 Assault with deadly weapon
 WELFARE AND INSTITUTIONS CODE
 681 Truancy petitions
 701 Juvenile court law
 16010 Health and education records of a minor
 CODE OF REGULATIONS, TITLE 5
 430-438 Individual pupil records
 16020-16027 Destruction of records of school districts
 UNITED STATES CODE, TITLE 20
 1232g Family Educational Rights and Privacy Act (FERPA) of 1974
 1232h Protection of Pupil Rights Amendment
 UNITED STATES CODE, TITLE 26
 152 Definition of dependent child
 UNITED STATES CODE, TITLE 42
 11434a McKinney-Vento Homeless Assistance Act; definitions
 CODE OF FEDERAL REGULATIONS, TITLE 16
 Part 312 Children's Online Privacy Protection Rule
 CODE OF FEDERAL REGULATIONS, TITLE 34
 99.1-99.862 Family Educational Rights and Privacy
 300.501 Opportunity to examine records for parents/guardians of student with disability

Policy FRESNO UNIFIED SCHOOL DISTRICT
 adopted: August 26, 1993 Fresno, California
 revised: December 11, 1997
 revised: October 8, 1998
 admin reviewed: April 24, 2017
 reviewed: June 13, 2018
 revised: January 29, 2020
 revised: March 16, 2022
 revised: ____, 2026

Policy Section: 5000Students

Fresno Unified Board Policy (BP) 5125.1

Release Of Directory Informaiton

The Governing Board recognizes the importance of maintaining the confidentiality of directory information, including to news media or nonprofit organizations, and therefore authorizes the release of such information only in accordance with law, Board policy, and administrative regulation.

~~The Superintendent or designee may release student directory information to representatives of the news media or nonprofit organizations in accordance with Board policy and administrative regulation.~~

(cf. 1112 - Media Relations)

The Superintendent or designee may limit or deny the release of specific categories of directory information to any public or private nonprofit organization based on his/her a determination of the best interests of district students. (Education Code 49073)

Colleges and prospective employers, including military recruiters, shall have access to directory information. Military recruiters shall have access to a student's name, address, email address, and telephone number, unless the student's parent/guardian, and/or the student, if the student is 18 years of age or older, has requested specified that the such information not be released in accordance with law and administrative regulation. (20 USC 7908; 10 USC 503; Education Code 49603)

(cf. 6164.2 - Guidance/Counseling Services)

Under no circumstances shall directory information be disclosed to a private profit-making entity, except for representatives of the news media and employers, including prospective employers, in accordance with law, Board policy, and administrative regulation. Private schools and colleges may be given the names and addresses of 12th-grade students and students who are no longer enrolled, provided that they use this information only for purposes directly related to the institution's academic or professional goals. (Education Code 49073)

~~(cf. 1112 - District and School Web Sites)~~

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

48985 Notices to parents/guardians in language other than English

49061 Definitions; directory information

49063 Notification of parents/guardians of their rights

49073 Release of directory information

49073.5 Directory information; military representatives; telephone numbers

49603 On campus access to employers and Public high schools; military services recruiting

UNITED STATES CODE, TITLE 10

503 Military recruiter access to directory information

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act (FERPA) of 1974

7908 Armed forces recruiter access to students and student recruiting information

UNITED STATES CODE, TITLE 42

11434a McKinney-Vento Homeless Assistance Act; definitions

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

Management Resources:

WEB SITES

~~U.S. Department of Education, Family Policy Compliance Office: <http://www.ed.gov/policy/gen/guid/fpco/index.htm>~~

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: January 30, 1997 Fresno, California

revised: October 8, 1998

revised: October 9, 2002

revised: May 24, 2006
revised: _____, 2026

Policy Section: 5000Students

Fresno Unified Board Policy (BP) 5131.8 Mobile Communication Devices

The Governing Board recognizes that student use of smartphones and other mobile communication devices, **including but not limited to digital texting devices, air pods, or headphones**, on campus may be beneficial to student learning and well-being and could be harmful and disruptive of the instructional program in some circumstances. When on campus or when under the supervision of district employees, students may use smartphones and other mobile communication devices only as permitted under this policy.

In an effort to reduce distractions while still allowing social connections, mobile communication devices shall be turned off during instructional time. Students may use smartphones or other mobile communication devices on campus during non-instructional time as long as the device is utilized in accordance with law and any applicable school rules.

(cf. 5131.9 Academic Honesty)

(cf. 6163.4 Student Use of Technology)

However, a student shall not be prohibited from possessing or using a mobile communication device under any of the following circumstances: (Education Code 48901.5, 48901.7)

- 1. In the case of an emergency, or in response to a perceived threat of danger**
- 2. When a teacher or administrator grants permission to the student to possess or use a mobile communication device, subject to any reasonable limitation imposed by that teacher or administrator**
- 3. When a licensed physician or surgeon determines that the possession or use is necessary for the student's health and well-being**
- 4. When the possession or use is required by the student's individualized education program**

(cf. 6159 Individualized Education Program)

The Board encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds and by utilizing the district's complaint processes if they have concerns with any district program or employee. In accordance with Penal Code 626.7, the principal or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

(cf. 0450 Comprehensive Safety Plan)

(cf. 5131.2 Bullying)

(cf. 5131.4 Student Disturbances)

The Superintendent or designee may undertake measures or strategies in accordance with law, to limit student access to smartphones and other mobile communication devices on campus. (Education Code 48901.7)

Smartphones and other mobile communication devices shall not be used in any manner which infringes on the privacy rights of any other person.

A student's personal electronic device shall not be searched without the consent of the student's parent/guardian, except pursuant to a lawfully issued warrant, when a school official, in good faith, believes that an emergency involving danger of death or serious physical injury to the student or others requires access to the electronic device information, or when the search is otherwise permitted pursuant to Penal Code 1546.1.

(cf. 5145.12 Search and Seizure)

When a student uses a mobile communication device in an unauthorized manner while at a school site or under the supervision and control of a district employee, the student may be disciplined and the district employee may temporarily confiscate the device. The employee shall store the device securely until it is returned to the student or turned over to the principal or designee, as appropriate.

A student may also be subject to discipline, in accordance with law, Board policy, or administrative regulation, for off-campus use of a mobile communication device which poses a threat or danger to the safety of students, staff, or district property or substantially disrupts school activities.

(cf. 5131 Conduct)

(cf. 5137 Positive School Climate)

The district will not be responsible or liable for a student's mobile communication device which is brought on campus or to a school activity and is lost, stolen, or damaged.

Any staff member or student having knowledge or reasonable suspicion of unauthorized use of a portable communication device by a student on district property should promptly report this information to the principal or designee in alignment with the procedures outlined in AR 5131.8 Mobile Communication Devices.

School sites may establish procedures more restrictive than this policy, provided that no restrictions upon ability to possess or use portable communication devices so long as they do not violate exceptions reference in Education Codes 48901.5, 48901.7, as outlined above.

The Board shall review and, as necessary, update this policy at least once every five years. Any such review or update shall include significant stakeholder participation to ensure that the policy is responsive to the unique needs and desires of the school community

Legal Reference:

Education Code

200-270 Prohibition of discrimination

32280-32289.5 School safety plans

35181 Governing board authority to set policy on responsibilities of students

35291-35291.5 Rules

44807 Teachers' duty concerning conduct of students

48900-48925 Suspension and expulsion

48901.5 Prohibition of electronic signaling devices

48901.7 Limitation or prohibition of student use of smartphones

48901.8 Limitation or prohibition of student use of social media

51512 Prohibited use of electronic listening or recording device

CIVIL CODE

1714.1 Liability of parent or guardian for act of willful misconduct by a minor

PENAL CODE

288.2 Harmful matter with intent to seduce

313 Harmful matter

647 Use of camera or other instrument to invade person's privacy; misdemeanor

653.2 Electronic communication devices; threats to safety

1546.1 Electronic Communications Privacy Act

VEHICLE CODE

23123-23124 Prohibitions against use of electronic devices while driving

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972; discrimination based on sex

COURT DECISIONS

Safford Unified School District v. Redding (2009) 557 US 364

Mahanoy Area School District v. B.L. (2021) 141 S.Ct. 2038

J.C. v. Beverly Hills Unified School District (2010) 711 F.Supp.2d 1094

New Jersey v. T.L.O. (1985) 469 U.S. 325

Tinker v. Des Moines Independent Community School District (1969) 393 U.S. 503

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: Fall __, 2025 Fresno, California

Policy Section: 5000 Students

CSBA Recommend Deletion

Fresno USD | 5000 | BP 5139 Students

Regulating The Possession Or Use Of Portable Communication Devices

Purpose

To regulate the possession or use of portable communication devices by students of the district while the students are on campus, attending school-sponsored activities, or while under the supervision and control of school district employees.

The administration, through adoption of administrative regulations implementing this policy, may regulate the possession or use of portable communication devices that operate through the transmission or receipt of radio waves, including, but not limited to, paging and signaling equipment, by students of the school district while the students are on campus, while attending school-sponsored activities, or while under the supervision and control of school district employees.

No student shall be prohibited from possessing or using portable communication devices that is determined by a licensed physician or surgeon to be essential for the health of the student and use of which is limited to purpose related to the health of the student.

No cameras, cell phones containing devices to capture digital images and/or take photographs, or any similar image capturing technology ("Equipment") may be used at any time in any classroom, bathroom, gym, locker room, dressing area or other area where students or staff may be engaged in personal hygiene activities, changing clothes or otherwise have a reasonable expectation of privacy. In addition, no such Equipment may be used in any manner which invades another's privacy, places another in a false light, is used to cheat on tests or other assignments, exposes another to ridicule, shame or embarrassment, is used in any manner which is substantially or materially disruptive, or which a reasonably prudent person would deem to be inappropriate.

A student who violates this regulation may have the Equipment confiscated and/or the student may be prohibited from possessing the Equipment. In addition, the student may be disciplined, including suspension or expulsion, as otherwise authorized under district policies and regulations.

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: December 11, 2002 Fresno, California
revised: May 26, 2004

CSBA Recommend Deletion

Fresno Unified Board Policy (BP) 5145.13 Response to Immigration Enforcement

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. (Education Code 234.7)

*(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)*

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of their actual or perceived immigration status or their religious beliefs and customs. (Education Code 200, 220, 234.1, 234.7[d][2])

*(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)*

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

This information shall include information relating to "know your rights" immigration enforcement established by the Attorney General and may be provided in the annual notification to parents and guardians pursuant to EC Section 48980 or any other cost-effective means determined by the LEA. (EC Section 234.7[d][1])

(cf. 5145.6 - Parental Notifications)

If an employee of a school is aware that a pupil's parent or guardian is not available to care for the pupil, the school shall first exhaust any parental instruction relating to the pupil's care in the emergency contact information it has for the pupil to arrange for the pupil's care. A school is encouraged to work with parents or guardians to update the emergency contact information and not to contact Child Protective Services to arrange for the pupil's care unless the school is unable to arrange for care through the use of emergency contact information or other information or instructions provided by the parent or guardian. (EC Section 234.7[c])

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.

*(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)*

(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

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

Legal Reference:
EDUCATION CODE
200 Educational equity
220 Prohibition of discrimination
234.1 Safe Place to Learn Act
234.7 Student protections relating to immigration and citizenship status
48204.4 Evidence of residency for school enrollment
48980 Parental notifications
48985 Notices to parents in language other than English
GOVERNMENT CODE
8310.3 California Religious Freedom Act
PENAL CODE
422.55 Definition of hate crime
627.1-627.6 Access to school premises, outsiders
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
COURT DECISIONS
Plyler v. Doe, 457 U.S. 202 (1982)

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: June 13, 2018 Fresno, California
revised: December 18, 2019

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

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 11, 2026

ACTION REQUESTED: RECEIVE

TITLE AND SUBJECT: Receive Resolution 26-55, Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2020, Series D, in the Aggregate Principal Amount of Not to Exceed \$60,000,000, and Authorizing the Execution and Delivery of a Bond Purchase Agreement and Official Statement, and Approving Documents and Official Actions Relating Thereto

ITEM DESCRIPTION: Included in the Board material is Resolution 26-55, authorizing the issuance and sale of General Obligation Bonds, Election of 2020 (Measure M), Series D, in the aggregate principal amount of not to exceed \$60,000,000 and authorizes the execution and delivery of related documents and actions. The bonds will be issued under applicable provisions of the California Government Code to provide funds for school facility improvements for which they are authorized under Measure M. This will provide funding for board identified priority projects and small capital projects over the next approximately 24 months.

Measure M was originally approved by the District voters at an election held on March 03, 2020, and authorized the issuance of up to \$325 million of general obligation bonds of the District. The District has previously issued three series of bonds under Measure M in the total principal amount of \$265 million. The proposed issuance of Series D Bonds will constitute the fourth and final series of bonds authorized under Measure M.

Resolution 26-55, which will be recommended for action on the February 25, 2026, Board meeting agenda, approves the draft Preliminary Official Statement and the draft Bond Purchase Agreement.

FINANCIAL SUMMARY: Funding source is Measure M, approved by the voter electorate in March 2020.

PREPARED BY: Paul Idsvoog

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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



RESOLUTION NO. 26-55

**RESOLUTION OF THE BOARD OF EDUCATION OF THE
FRESNO UNIFIED SCHOOL DISTRICT AUTHORIZING THE
ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS,
ELECTION OF 2020, SERIES D IN THE PRINCIPAL AMOUNT
OF NOT TO EXCEED \$60,000,000, AUTHORIZING THE
EXECUTION AND DELIVERY OF A BOND PURCHASE
AGREEMENT AND OFFICIAL STATEMENT, AND APPROVING
DOCUMENTS AND OFFICIAL ACTIONS RELATING THERETO**

WHEREAS, a bond election was duly and regularly held in the Fresno Unified School District (the "District") on March 3, 2020, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting Measure M ("Measure M") to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of \$325,000,000 (the "Measure M Bonds"), and 55% or more of the votes cast at said election were in favor of the issuance of the Measure M Bonds; and

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

WHEREAS, in order to provide financing for projects authorized under Measure M, the District has previously issued an initial series of Measure M Bonds in the aggregate principal amount of \$80,000,000, a second series of Measure M Bonds in the aggregate principal amount of \$125,000,000, and a third series of Measure M Bonds in the aggregate principal amount of \$60,000,000, leaving a remaining \$60,000,000 principal amount of Measure M Bonds which have been authorized but not issued; and

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

WHEREAS, the Board has been granted a waiver by the California Department of Education, dated July 11, 2025 (the "Bonding Capacity Waiver"), which permits the District to issue its bonds under Measure M and Measure H (which was approved by the voters at an election held on November 5, 2024) provided that the total outstanding bonded indebtedness of the District does not exceed 4.00% of the assessed valuation of taxable property of the District as shown by the last equalized assessment roll, and the issuance of the Series D Bonds will comply with the limitations set forth in the Bonding Capacity Waiver; and

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

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

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

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

ARTICLE I

DEFINITIONS; AUTHORITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Federal Securities" means: (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; and (d) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii)

certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vii) obligations of the Federal Home Loan Bank (FHLB).

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

"Measure M" means the measure by that designation which was submitted to and approved by the requisite 55% of the voters of the District at an election held on March 3, 2020, authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of \$325,000,000.

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

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

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

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

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

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

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

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

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such

other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

"Series D Bonds" means the not to exceed \$60,000,000 aggregate principal amount of Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2020, Series D, issued and at any time Outstanding under this Resolution.

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

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

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

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

Section 1.02. Interpretation.

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

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

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

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

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

Section 1.03. Authority for this Resolution; Findings. This Resolution is entered into under the provisions of the Bond Law. The Board certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed

precedent to and in the issuance of the Series D Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series D Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE SERIES D BONDS

Section 2.01. Authorization. The Board authorizes the issuance of the Series D Bonds in the aggregate principal amount not to exceed \$60,000,000 under and subject to the terms of the Bond Law and this Resolution, for the purpose of raising money to finance the acquisition, construction and improvement of educational facilities and property of the District in accordance with Measure M, and to pay Costs of Issuance. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series D Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest on all Series D Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Series D Bonds shall be designated the "Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2020, Series D," together with such additional designation as shall be set forth in the Bond Purchase Agreement.

Section 2.02. Terms of Series D Bonds.

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

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

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

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

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

Section 2.03. Redemption.

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

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

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

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

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

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

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

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

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series D Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series D Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series D Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall give notice of such rescission of redemption to the respective Owners of the Series D Bonds designated for redemption, at

their addresses appearing on the Registration Books, and also to the Securities Depositories and the Municipal Securities Rulemaking Board. The District may give a conditional notice of the optional redemption of any Series D Bonds under subsection (a) of this Section, which notice shall make reference to the right of the District to rescind such notice as provided in this subsection.

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

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

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

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

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

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

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

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

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

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series D Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and interest on such Series D Bond and all notices with respect to such Series D Bond shall be made and given, respectively, to DTC as provided as in the representation letter of the District. The County, the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating

with, notifying, or otherwise dealing with any beneficial owners of the Series D Bonds, and neither the County, the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners of the Series D Bonds or to any other party, including the DTC or its successor.

ARTICLE III

SALE OF SERIES D BONDS; APPLICATION OF PROCEEDS

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

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

- (i) the Series D Bonds shall bear a rate of interest of not to exceed 8.00% per annum and the final maturity date of the Series D Bonds shall not exceed the limits contained in the Bond Law;
- (ii) the Series D Bonds shall have a ratio of total debt service to principal of not to exceed four to one;
- (iii) the Underwriter's discount shall not exceed 0.25% of the principal amount of the Series D Bonds, and shall be paid from the amount of original issue premium received by the Underwriter upon the sale of the Series D Bonds;
- (iv) the Underwriter shall be required to pay all other costs of issuing the Series D Bonds from the original issue premium received by the Underwriter upon the sale of the Series D Bonds, as provided in the Bond Purchase Agreement; and
- (v) the issuance and sale of the Series D Bonds shall comply in all respects with the limitations and requirements set forth in the Bonding Capacity Waiver.

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

(b) Reasons for Negotiated Sale. In accordance with Section 53508.7 of the Bond Law, the Board has determined to sell the Series D Bonds at negotiated sale for the following reasons: (i) a negotiated sale provides more flexibility to choose the time and date of the sale which is often advantageous in the municipal bond market; (ii) the involvement of the Underwriter in preparing documents, rating agency presentations and

structuring bonds generally enhances the quality and results of the bond offering; (iii) a negotiated sale will permit the time schedule for the issuance and sale of the Series D Bonds to be expedited, if necessary; (iv) a negotiated sale provides the District access to the Underwriter's trading desk for providing estimates of the cost of various bond structures (yields, discounts, premiums and maturities) for the purpose of evaluating alternative potential bond structures with the goal of producing the best match between the District's objectives and investor acceptance and demand; and (v) a negotiated sale provides time for the Underwriter to educate potential investors about the District and the Series D Bonds with the goal of maximizing investor orders and reducing the interest cost on the day of bond pricing.

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

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

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

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

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

- (a) The portion of the proceeds representing the premium or accrued interest (if any) received by the County Treasurer on the sale of the Series D Bonds shall be deposited in the Debt Service Fund.
- (b) A portion of the proceeds of the Series D Bonds shall be deposited with U.S. Bank Trust Company, National Association, as directed in writing by a District Representative, to be applied to pay Costs of

Issuance as provided in Section 3.04 to the extent not paid by the Underwriter from a portion of the original issue premium received by the Underwriter upon the sale of the Series D Bonds pursuant to Section 3.01(a)(iv).

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

Section 3.03. Building Fund. The County Treasurer shall create and maintain a fund known as the "Fresno Unified School District, Election of 2020, Series D Building Fund," into which the County Treasurer shall deposit the proceeds from the sale of the Series D Bonds, to the extent required under Section 3.02(c). In order to ensure that the District is able to meet its federal tax law covenants with respect to separate accounting of funds holding proceeds of the Series D Bonds, the County Auditor-Controller is requested to maintain separate accounting for the proceeds of the Series D Bonds, including all earnings received from the investment thereof. Amounts credited to the Building Fund for the Series D Bonds shall be expended by the District solely for the financing of projects described in Measure M (including related Costs of Issuance). All interest and other gain arising from the investment of proceeds of the Series D Bonds shall be retained in the Building Fund and used for the purposes thereof. At the Written Request of the District filed with the County Auditor-Controller, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest on the Series D Bonds.

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

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

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

Section 3.06. Approval of Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate

the lawful issuance, sale and delivery of the Series D Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE SERIES D BONDS; PAYMENT OF DEBT SERVICE

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

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

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

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

Section 4.02. Establishment of Debt Service Fund. The District hereby requests the County Treasurer to establish, hold and maintain a fund to be known as the "Fresno Unified School District Election of 2020, Series D General Obligation Bonds Debt Service Fund," which the County Treasurer shall maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the

request of the District, for the payment of the principal of and interest on the Series D Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

Section 4.03. Disbursements From Debt Service Fund. Amounts in the Debt Service Fund shall be transferred by the County to the Paying Agent to the extent required to pay the principal of and interest on the Series D Bonds when due. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code. If, after payment in full of the Series D Bonds, any amount remains on deposit in the Debt Service Fund, such amount shall be transferred to the debt service fund for any other issue of outstanding general obligation bonds of the District, and if there are none then to the general fund of the District as provided in Section 15234 of the Education Code.

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

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

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series D Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a *bona fide*, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term

“Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.07. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance

of this Resolution, and for the better assuring and confirming unto the Owners of the Series D Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

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

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

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

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

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

Section 6.04. Liability of Agents. The recitals of facts, covenants and agreements in this Resolution and in the Series D Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series D Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

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

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

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

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

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

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

Section 6.06. Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and

about the performance of their powers and duties under Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith. As provided in Section 4.03, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code.

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

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

ARTICLE VII

REMEDIES OF SERIES D BOND OWNERS

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

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series D Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series D Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Series D Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

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

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

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

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

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

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

- (a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series D Bond Owners in the opinion of Bond Counsel filed with the District; or

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

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

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

ARTICLE IX

MISCELLANEOUS

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

Section 9.02. Defeasance of Series D Bonds.

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

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Series D Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in escrow with an escrow agent selected by the District, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Series D Bonds; or
- (iii) by delivering such Series D Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series D Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

PASSED AND ADOPTED on February 25, 2026, by the following vote:

The foregoing Resolution was adopted at a meeting of the Board of Education of the Fresno Unified School District this 25th day of February 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

President of the Board of Education
Fresno Unified School District

I, Andy Levine, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 25th day of February, 2026, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 25th day of February, 2026.

Clerk of the Board of Education
Fresno Unified School District

APPENDIX A

FORM OF SERIES D BOND

REGISTERED BOND NO. _____

\$ _____

FRESNO UNIFIED SCHOOL DISTRICT

(Fresno County, California)

GENERAL OBLIGATION BOND ELECTION OF 2020, SERIES D

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

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

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

This Bond is one of a duly authorized issue of Bonds of the District designated as "Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2020, Series D" (the "Bonds"), in an aggregate principal amount of \$_____, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code as in effect on the date of adoption hereof and as amended hereafter (the "Bond Law"), and under a Resolution of the Board of Education of the District adopted on February 25, 2026 (the "Bond Resolution"), authorizing the issuance of the Bonds. The issuance of the Bonds has been authorized by the requisite 55% vote of the electors of the District cast at a special bond election held on November 5, 2024, upon the question of issuing bonds in the amount of \$500,000,000.

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

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

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

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

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

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

Sinking Fund
Redemption Date
(_____)

Principal
Amount To Be
Redeemed

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

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

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

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

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

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

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

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

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

FRESNO UNIFIED SCHOOL DISTRICT

[Exhibit only; not for execution]

President
Board of Education

Attest:

[Exhibit only; not for execution]

Clerk / Secretary
Board of Education

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication:

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

By _____
Authorized Signatory

ASSIGNMENT

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

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

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

Dated: _____

Signature Guaranteed:

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

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

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Series D Bonds: ____%.
2. Finance charge of the Series D Bonds, being the sum of all fees and charges paid to third parties (including Underwriter's compensation): \$ _____. As provided in this Resolution, such fees and charges shall be paid by the Underwriter from a portion of the original issue premium received on the sale of the Series D Bonds.
3. Proceeds of the Series D Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Series D Bonds: \$ _____.
4. Total Payment Amount for the Series D Bonds, being the sum of all debt service to be paid on the Series D Bonds to final maturity: \$ _____.

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

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 11, 2026

ACTION REQUESTED: RECEIVE

TITLE AND SUBJECT: Receive Resolution 26-56, Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2024, Series B, in the Aggregate Principal Amount of Not to Exceed \$30,000,000, and Authorizing the Execution and Delivery of a Bond Purchase Agreement and Official Statement, and Approving Documents and Official Actions Relating Thereto

ITEM DESCRIPTION: Included in the Board material is Resolution 26-56, authorizing the issuance and sale of General Obligation Bonds, Election of 2024 (Measure H), Series B, in the aggregate principal amount of not to exceed \$30,000,000 and authorizes the execution and delivery of related documents and actions. The bonds will be issued under applicable provisions of the California Government Code to provide funds for school facility improvements for which they are authorized under Measure H. This will provide funding for Board identified priority projects and small capital projects over the next approximately 24 months.

Measure H was originally approved by the District voters at an election held on November 05, 2024, and authorized the issuance of up to \$500 million of general obligation bonds of the District. The District has previously issued one series of bonds under Measure H in the total principal amount of \$30 million. The proposed issuance of Series D Bonds will constitute the second series of bonds authorized under Measure H.

Resolution 26-56, which will be recommended for action at the February 25, 2026, Board meeting agenda, approves the draft Preliminary Official Statement and the draft Bond Purchase Agreement.

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

PREPARED BY: Paul Idsvoog

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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



RESOLUTION NO. 26-56

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

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

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

WHEREAS, in order to provide financing for projects authorized under Measure H, the District has previously issued an initial series of Measure H Bonds, designated the Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2024, Series A, in the aggregate principal amount of \$30,000,000; and

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

WHEREAS, the Board has been granted a waiver by the California Department of Education, dated July 11, 2025 (the "Bonding Capacity Waiver"), which permits the District to issue its bonds under Measure H and Measure M (which was approved by the voters at an election held on March 3, 2020) provided that the total outstanding bonded indebtedness of the District does not exceed 4.00% of the assessed valuation of taxable property of the District as shown by the last equalized assessment roll, and the issuance of the Series B Bonds will comply with the limitations set forth in the Bonding Capacity Waiver; and

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

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

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

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

ARTICLE I

DEFINITIONS; AUTHORITY

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

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

“Board” means the Board of Education of the District.

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

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

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

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

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

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

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series B Bonds, including but not limited to the costs of preparation and reproduction

of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of the Municipal Advisor, Bond Counsel, consultants and other professional firms, rating agency fees and any other cost, charge or fee in connection with the original issuance and sale of the Series B Bonds.

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

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

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

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

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

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

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

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

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

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

project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vii) obligations of the Federal Home Loan Bank (FHLB).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1.02. Interpretation.

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

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

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

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

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

Section 1.03. Authority for this Resolution; Findings. This Resolution is entered into under the provisions of the Bond Law. The Board certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series B Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series B Bonds, together with all other

indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE SERIES B BONDS

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

Section 2.02. Terms of Series B Bonds.

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

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

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

(c) CUSIP Identification Numbers. CUSIP identification numbers shall be printed on the Series B Bonds, but such numbers will not constitute a part of the contract evidenced by the Series B Bonds and any error or omission with respect thereto will not

constitute cause for refusal of any purchaser to accept delivery of and pay for the Series B Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Series B Bond Owners will not constitute an event of default or any violation of the District's contract with such Owners and will not impair the effectiveness of any such notice. The District shall promptly notify the Paying Agent in writing of any change in CUSIP numbers.

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

Section 2.03. Redemption.

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

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

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

(d) Redemption Procedure. The Paying Agent shall cause notice of any redemption to be given at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series B Bonds designated for

redemption, at their addresses appearing on the Registration Books. The giving of such notice shall not be a condition precedent to such redemption and the failure to receive any such notice will not affect the validity of the proceedings for the redemption of such Series B Bonds. In addition, the Paying Agent shall give notice of redemption to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to giving such notice to the Series B Bond Owners.

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

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

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

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

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

of this Section, which notice shall make reference to the right of the District to rescind such notice as provided in this subsection.

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

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

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

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

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

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

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

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

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

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series B Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and interest on such Series B Bond and all notices with respect to such Series B Bond shall be made and given, respectively, to DTC as provided as in the representation letter of the District. The County, the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Series B Bonds, and

neither the County, the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners of the Series B Bonds or to any other party, including the DTC or its successor.

ARTICLE III

SALE OF SERIES B BONDS; APPLICATION OF PROCEEDS

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

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

- (i) the Series B Bonds shall bear a rate of interest of not to exceed 8.00% per annum and the final maturity date of the Series B Bonds shall not exceed the limits contained in the Bond Law;
- (ii) the Series B Bonds shall have a ratio of total debt service to principal of not to exceed four to one;
- (iii) the Underwriter's discount shall not exceed 0.25% of the principal amount of the Series B Bonds, and shall be paid from the amount of original issue premium received by the Underwriter upon the sale of the Series B Bonds;
- (iv) the Underwriter shall be required to pay all other costs of issuing the Series B Bonds from the original issue premium received by the Underwriter upon the sale of the Series B Bonds, as provided in the Bond Purchase Agreement; and
- (v) the issuance and sale of the Series B Bonds shall comply in all respects with the limitations and requirements set forth in the Bonding Capacity Waiver.

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

(b) Reasons for Negotiated Sale. In accordance with Section 53508.7 of the Bond Law, the Board has determined to sell the Series B Bonds at negotiated sale for the following reasons: (i) a negotiated sale provides more flexibility to choose the time and date of the sale which is often advantageous in the municipal bond market; (ii) the involvement of the Underwriter in preparing documents, rating agency presentations and structuring bonds generally enhances the quality and results of the bond offering; (iii) a

negotiated sale will permit the time schedule for the issuance and sale of the Series B Bonds to be expedited, if necessary; (iv) a negotiated sale provides the District access to the Underwriter's trading desk for providing estimates of the cost of various bond structures (yields, discounts, premiums and maturities) for the purpose of evaluating alternative potential bond structures with the goal of producing the best match between the District's objectives and investor acceptance and demand; and (v) a negotiated sale provides time for the Underwriter to educate potential investors about the District and the Series B Bonds with the goal of maximizing investor orders and reducing the interest cost on the day of bond pricing.

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

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

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

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

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

- (a) The portion of the proceeds representing the premium or accrued interest (if any) received by the County Treasurer on the sale of the Series B Bonds shall be deposited in the Debt Service Fund.
- (b) A portion of the proceeds of the Series B Bonds shall be deposited with U.S. Bank Trust Company, National Association, as directed in writing by a District Representative, to be applied to pay Costs of Issuance as provided in Section 3.04 to the extent not paid by the

Underwriter from a portion of the original issue premium received by the Underwriter upon the sale of the Series B Bonds pursuant to Section 3.01(a)(iv).

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

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

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

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

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

Section 3.06. Approval of Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series B Bonds. Whenever in this Resolution

any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on their behalf if such officer is absent or unavailable.

ARTICLE IV

SECURITY FOR THE SERIES B BONDS; PAYMENT OF DEBT SERVICE

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

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

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

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

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

Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

Section 4.03. Disbursements From Debt Service Fund. Amounts in the Debt Service Fund shall be transferred by the County to the Paying Agent to the extent required to pay the principal of and interest on the Series B Bonds when due. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code. If, after payment in full of the Series B Bonds, any amount remains on deposit in the Debt Service Fund, such amount shall be transferred to the debt service fund for any other issue of outstanding general obligation bonds of the District, and if there are none then to the general fund of the District as provided in Section 15234 of the Education Code.

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

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

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

described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.07. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance

of this Resolution, and for the better assuring and confirming unto the Owners of the Series B Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

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

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

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

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

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

Section 6.04. Liability of Agents. The recitals of facts, covenants and agreements in this Resolution and in the Series B Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series B Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

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

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

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

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

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

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

Section 6.06. Compensation; Indemnification. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and

about the performance of their powers and duties under Resolution. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith. As provided in Section 4.03, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code.

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

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

ARTICLE VII

REMEDIES OF SERIES B BOND OWNERS

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

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series B Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series B Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Series B Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

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

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

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

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

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

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

- (a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series B Bond Owners in the opinion of Bond Counsel filed with the District; or

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

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

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

ARTICLE IX

MISCELLANEOUS

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

Section 9.02. Defeasance of Series B Bonds.

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

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Series B Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in escrow with an escrow agent selected by the District, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Series B Bonds; or
- (iii) by delivering such Series B Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series B Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

PASSED AND ADOPTED on February 25, 2026, by the following vote:

The foregoing Resolution was adopted at a meeting of the Board of Education of the Fresno Unified School District this 25th day of February 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

President of the Board of Education
Fresno Unified School District

I, Andy Levine, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 25th day of February, 2026, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 25th day of February, 2026.

Clerk of the Board of Education
Fresno Unified School District

APPENDIX A

FORM OF SERIES B BOND

REGISTERED BOND NO. _____

\$ _____

FRESNO UNIFIED SCHOOL DISTRICT

(Fresno County, California)

GENERAL OBLIGATION BOND ELECTION OF 2024, SERIES B

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

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

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

This Bond is one of a duly authorized issue of Bonds of the District designated as "Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2024, Series B" (the "Bonds"), in an aggregate principal amount of \$_____, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code as in effect on the date of adoption hereof and as amended hereafter (the "Bond Law"), and under a Resolution of the Board of Education of the District adopted on February 25, 2026 (the "Bond Resolution"), authorizing the issuance of the Bonds. The issuance of the Bonds has been authorized by the requisite 55% vote of the electors of the District cast at a special bond election held on November 5, 2024, upon the question of issuing bonds in the amount of \$500,000,000.

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

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

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

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

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

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

Sinking Fund
Redemption Date
(_____)

Principal
Amount To Be
Redeemed

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

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

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

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

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

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

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

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

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

FRESNO UNIFIED SCHOOL DISTRICT

[Exhibit only; not for execution]

President
Board of Education

Attest:

[Exhibit only; not for execution]

Clerk / Secretary
Board of Education

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication:

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

By _____
Authorized Signatory

ASSIGNMENT

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

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

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

Dated: _____

Signature Guaranteed:

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

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

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Series B Bonds: ____%.
2. Finance charge of the Series B Bonds, being the sum of all fees and charges paid to third parties (including Underwriter's compensation): \$ _____. As provided in this Resolution, such fees and charges shall be paid by the Underwriter from a portion of the original issue premium received on the sale of the Series B Bonds.
3. Proceeds of the Series B Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Series B Bonds: \$ _____.
4. Total Payment Amount for the Series B Bonds, being the sum of all debt service to be paid on the Series B Bonds to final maturity: \$ _____.

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

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 11, 2026

ACTION REQUESTED: RECEIVE

TITLE AND SUBJECT: Receive Resolution 26-57, Authorizing the Issuance and Sale of 2026 Refunding General Obligation Bonds to Refund Outstanding General Obligation Bonds and Refunding General Obligation Bonds, Authorizing the Execution and Delivery of Related Escrow Agreements, Bond Purchase Agreement and Official Statement, and Approving Documents and Official Actions Relating Thereto

ITEM DESCRIPTION: Included in the Board material is Resolution 26-57, authorizing the issuance and sale of 2026 Refunding General Obligation (GO) Bonds to refund four outstanding issues of general obligation bonds and refunding general obligation bonds of the District, and approving related documents and actions. The four prior bond issues which are authorized to be refunded consist of the following (the "Prior Bonds"): (a) the 2016 General Obligation Refunding Bonds, Series A (Crossover Refunding), which were issued October 12, 2016; (b) the 2016 General Obligation Refunding Bonds, Series B (Crossover Refunding) issued on October 12, 2016; (c) the General Obligation Bonds, Election of 2016, Series A which were issued on May 31, 2018; and (d) the General Obligation Bonds, Election of 2016, Series B, which were issued August 22, 2019. All of the Prior Bonds are subject to optional redemption on August 01, 2026, which permits them to be refunded at this time on a tax-exempt basis.

To take advantage of current low interest rates and maintain the District's aggregate tax rate, it is recommended the District authorizes the refunding of the Prior Bonds, in whole or in part, which will result in debt service savings to the taxpayers of the District.

Resolution 26-57, which will be recommended for action on the February 25, 2026 Board meeting agenda, authorizes the issuance and sale of the 2026 Refunding Bonds and approves the draft Preliminary Official Statement, draft Bond Purchase Agreement, and draft Escrow Agreements relating to the refunding program.

FINANCIAL SUMMARY: Refunding the general obligation bonds is anticipated to result in an estimated \$5 million in debt service savings.

PREPARED BY: Paul Idsvoog

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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



RESOLUTION NO. 26-57

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

WHEREAS, in order to provide financing for educational projects and facilities of the District pursuant to bond authorizations duly passed by more than 55% of the voters of the District under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution), the District has previously issued the following series of its General Obligation Bonds and its General Obligation Refunding Bonds (together, the "Prior Bonds"):

- (a) the \$60,480,000 aggregate principal amount Fresno Unified School District (Fresno County, California) 2016 General Obligation Refunding Bonds, Series A (Crossover Refunding), issued under Resolution No. 16-04 adopted by the Board of Trustees of the District (the "Board") on August 24, 2016;
- (b) the \$59,590,988.45 aggregate principal amount of Fresno Unified School District (Fresno County, California) 2016 General Obligation Refunding Bonds, Series B (Crossover Refunding) issued under Resolution No. 16-04 adopted by the Board on August 24, 2016,
- (c) the \$59,996,622.85 aggregate principal amount of Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2016, Series A issued under Resolution No. 17-45 adopted by the Board on April 25, 2018, and
- (d) the \$75,000,000 aggregate principal amount of Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2016, Series B, issued under Resolution No. 16-01 adopted by the Board on August 10, 2016 and Resolution No. 18-23 adopted by the Board on June 12, 2019; and

WHEREAS, the Prior Bonds are subject to optional redemption on any date on or after August 1, 2026, at a redemption price equal to 100% of the principal amount of the Prior Bonds which were issued as current interest bonds and 100% of the accreted value of the Prior Bonds which were issued capital appreciation bonds, together interest accrued and compounded to the redemption date, without premium; and

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

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

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

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

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

ARTICLE I

DEFINITIONS; AUTHORITY

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

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

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

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

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

"Business Day" means any day other than a day on which (a) banks located in the state in which the Office of the Paying Agent is located are authorized or required by law to close, or (b) The New York Stock Exchange or the payment system of the Federal Reserve System is closed.

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

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

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

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

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

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

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

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

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

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

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

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

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

“Escrow Agreement” means, with respect to each issue of the Refunded Prior Bonds, the document or documents governing the deposit of Refunding Bond proceeds into an escrow fund to provide for the payment and redemption of such Refunded Prior Bonds.

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

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

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

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

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

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

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

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

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

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

"Refunding Bonds" means the Fresno Unified School District (Fresno County, California) 2026 Refunding General Obligation Bonds which are authorized to be issued and at any time Outstanding under this Resolution.

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

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

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

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

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

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

Section 1.02. Rules of Interpretation.

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

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

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

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

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

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

ARTICLE II

THE REFUNDING BONDS

Section 2.01. Authorization. The Board determines that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds under the provisions of the Refunding Bond Law without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District. To that end, the Board authorizes the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed \$208,000,000, subject to the terms of the Refunding Bond Law and this Resolution, for the purpose of providing funds to refund all or a portion of the outstanding Prior Bonds. The Refunding Bonds shall be designated the "Fresno Unified School District (Fresno County, California) 2026 Refunding General Obligation Bonds," together with such additional designation as shall be set forth in the Bond Purchase Agreement.

This Resolution constitutes a continuing agreement between the District and the Owners of all of the Refunding Bonds issued or to be issued hereunder and then

Outstanding to secure the full and final payment of principal of and interest on all Refunding Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained.

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

Section 2.02. Terms of Refunding Bonds.

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

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

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

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

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

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

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

Section 2.03. Redemption.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.09. Book-Entry System. Except as provided below, DTC shall be the Owner of all of the Refunding Bonds, and the Refunding Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Refunding Bonds shall be initially executed

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

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

DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Refunding Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Refunding Bonds evidencing the Refunding Bonds to any Depository System Participant having Refunding Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

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

ARTICLE III

SALE OF REFUNDING BONDS; APPLICATION OF PROCEEDS

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

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

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

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

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

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

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

- (a) The Underwriter shall transfer a portion of the proceeds of the Refunding Bonds to U.S. Bank Trust Company, National Association, under the agreement referred to in Section 3.04, to be applied to pay the Costs of Issuance of the Refunding Bonds.
- (b) The Underwriter shall transfer the remainder of such proceeds to the Escrow Agent to be held, invested and applied to refund and discharge the Refunded Prior Bonds in accordance with the Escrow Agreement.

Section 3.03. Approval of Escrow Agreements. Each issue of Refunded Prior Bonds shall be refunded and discharged in accordance with the provisions of a related Escrow Agreement. The Board approves the Escrow Agreements in substantially the respective forms on file with the Clerk of the Board, together with any changes therein or modifications thereof which are approved by a District Representative, and the execution thereof by a District Representative will be conclusive evidence of the approval of any such changes or modifications. A District Representative is directed to authenticate and execute the final form of the Escrow Agreements on behalf of the District.

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

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

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

ARTICLE IV

SECURITY FOR THE REFUNDING BONDS; PAYMENT OF DEBT SERVICE

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

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

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

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

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

Section 4.03. Establishment of Debt Service Fund. The District hereby requests the County Treasurer to establish, hold and maintain a fund to be known as the "Fresno Unified School District 2026 Refunding General Obligation Bonds Debt Service Fund," which the County Treasurer shall hold and maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest and premium (if any) on the Refunding Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy. In the event that the Refunding Bonds are issued in more than one series, the District requests the County Treasurer to establish a related debt service fund, to be designated as stated herein with an appropriate reference to the series designation.

The Debt Service Fund is pledged for the payment of the principal of and interest on the Refunding Bonds when and as the same become due, including the principal of any Term Bonds required to be paid upon the mandatory sinking fund redemption thereof. Amounts in the Debt Service Fund shall be transferred by the County to the Paying Agent to the extent required to pay the principal of and interest and redemption premium (if any) on the Refunding Bonds when due. As provided in Section 15232 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Refunding Bonds elsewhere than at the office of the County Treasurer, and all such amounts shall be collected as additional *ad valorem* property taxes levied in accordance herewith.

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

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

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

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

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

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

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

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

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Refunding Bonds are not so used as to cause the Refunding Bonds to satisfy the

private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

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

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

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

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

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

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

Section 5.06. Continuing Disclosure. The District shall comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which a District Representative is authorized and directed to execute and deliver on the Closing Date. Notwithstanding any other provision of this Resolution, the failure of the District to comply with the Continuing Disclosure Certificate shall not constitute a default by the District hereunder or under the Refunding Bonds; however, any Participating Underwriter (as that

term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

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

ARTICLE VI

THE PAYING AGENT

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

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

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

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

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

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

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

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

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

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

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

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

taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

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

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

Section 6.08. U.S.A. Patriot Act. The District acknowledges that in accordance with Section 326 of the U.S.A. Patriot Act, the Paying Agent, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Paying Agent. The District shall provide the Paying Agent with such information as it may request in order for the Paying Agent to satisfy the requirements of the U.S.A. Patriot Act.

ARTICLE VII

REMEDIES OF REFUNDING BOND OWNERS

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

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Refunding Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Refunding Bond Owners' rights; or

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

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

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

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

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

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

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

- (a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any

moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution; or

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

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

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

ARTICLE IX

MISCELLANEOUS

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

Section 9.02. Defeasance of Refunding Bonds.

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

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Refunding Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay such Refunding Bonds; or
- (iii) by delivering such Refunding Bonds to the Paying Agent for cancellation by it.

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

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

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

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

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

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

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

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

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

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

Any request, declaration or other instrument or writing of the Owner of any Refunding Bond shall bind all future Owners of such Refunding Bond in respect of

anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

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

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

The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Refunding Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

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

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

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

District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Refunding Bond Owners.

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

* * * * *

PASSED AND ADOPTED on February 25, 2026, by the following vote:

The foregoing Resolution was adopted at a meeting of the Board of Education of the Fresno Unified School District this 25th day of February 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

President of the Board of Education
Fresno Unified School District

I, Andy Levine, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 25th day of February, 2026, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 25th day of February, 2026.

Clerk of the Board of Education
Fresno Unified School District

APPENDIX A
FORM OF REFUNDING BOND

REGISTERED BOND NO. _____ \$ _____

FRESNO UNIFIED SCHOOL DISTRICT
(Fresno County, California)
2026 REFUNDING GENERAL OBLIGATION BOND

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

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

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

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

This Bond is one of a series of \$_____ of Bonds issued for the purpose of raising money to refinance outstanding general obligation indebtedness of the District. The Bonds are authorized to be issued under the applicable laws of the State of California and under a resolution of the Board of Education of the District adopted on February 25, 2026 (the "Bond Resolution"). This Bond and the issue of which this Bond is a part are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

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

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

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

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

Sinking Fund
Redemption Date
()

Principal
Amount To Be
Redeemed

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

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

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

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

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

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

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

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

FRESNO UNIFIED SCHOOL DISTRICT

[Exhibit only; not for execution]

President
Board of Education

Attest:

[Exhibit only; not for execution]

Clerk / Secretary
Board of Education

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication:

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

By _____
Authorized Signatory

ASSIGNMENT

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

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

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

Dated: _____

Signature Guaranteed:

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

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

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Refunding Bonds: ____%.
2. Finance charge of the Refunding Bonds, being the sum of all fees and charges paid to third parties (including Underwriter's compensation): \$_____.
3. Proceeds of the Refunding Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Refunding Bonds: \$_____.
4. Total Payment Amount for the Refunding Bonds, being the sum of all debt service to be paid on the Refunding Bonds to final maturity: \$_____.

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

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 11, 2026

ACTION REQUESTED: RECEIVE

TITLE AND SUBJECT: Receive Resolution 26-58, Authorizing Debt Service Information to be Provided to the County of Fresno Respecting Unsold General Obligation Bonds of the Fresno Unified School District for Fiscal Year 2026/27

ITEM DESCRIPTION: Included in the Board material Resolution 26-58, to authorize the debt service estimates to be provided to the County of Fresno respecting bonds that may be issued by the District in fiscal year 2026/27. Such bonds include the Election of 2020, Series D Bonds in the principal amount of \$60 million under Measure M, and the Election of 2024, Series B Bonds in the principal amount of \$30 million under Measure H. In addition, the District anticipates issuing its 2026 Refunding General Obligation Bonds later in 2026. Formal Board approval will be sought for each bond series at the meeting when the tax rate resolution is considered for adoption.

Because these bonds may be issued after the tax rate levy is established by the County for fiscal year 2026-27, the District is requesting the County of Fresno to levy a sufficient property tax to pay debt service coming due on these bonds on the 2026/27 tax rolls. Section 15252 of the Education Code requires the County to levy a tax for payment of bonds which a school district expects to be sold before the next tax levy, at the request of the district's governing board.

Resolution 26-58 authorizes the district to file a certified copy of the resolution with the Clerk of the Board of Supervisors and to provide an estimate of the debt service requirements for the next issues of bonds to the County Auditor-Controller, to identify the amount of property taxes required to be levied in the fiscal year for payment of the debt service on the bonds. The district will work with its financial advisor, Keygent, LLC, to make the appropriate filings with the County.

Resolution 26-58, which will be recommended for action at the February 25, 2026, Board meeting agenda.

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

PREPARED BY: Paul Idsvoog

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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



RESOLUTION NO. 26-58

**AUTHORIZING DEBT SERVICE INFORMATION TO BE PROVIDED TO
THE COUNTY OF FRESNO RESPECTING UNSOLD GENERAL
OBLIGATION BONDS AND REFUNDING GENERAL OBLIGATION
BONDS OF THE FRESNO UNIFIED SCHOOL DISTRICT FOR FISCAL
YEAR 2026-27**

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

WHEREAS, the Board of Education has also authorized the issuance and sale of not to exceed \$208,000,000 aggregate principal amount of Fresno Unified School District (Fresno County, California) 2026 Refunding General Obligation Bonds (the "Refunding Bonds") for the purpose of providing funds to refinance one or more outstanding issues of general obligation bonds and general obligation refunding bonds of the District; and

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

WHEREAS, the District wishes to inform the County prior to the next tax levy that it intends to issue and sell the Measure H Bonds and the Refunding Bonds in 2026-27 which will require a tax levy on the 2026-27 tax rolls, and to provide the County with the information necessary to include in the 2026-27 tax levy a tax providing sufficient money to meet the payments of the principal of and interest on the unsold Measure H Bonds and the Refunding Bonds; and

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

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

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

Section 2. Intention to Issue Bonds. The Board of Education hereby expresses its current expectation that it will cause the issuance and sale of the Measure H Bonds and the Refunding Bonds in fiscal year 2026-27, the debt service on which is required to be paid from the proceeds of *ad valorem* property taxes to be levied by the County for fiscal year 2026-27.

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

Section 4. Request to County to Levy Tax. The Board of Supervisors of the County is hereby requested, in accordance with Sections 15252 through 15254 of the Education Code, to adopt a tax rate which takes into account the issuance of the Measure H Bonds and the Refunding Bonds as described in this Resolution, based upon estimated debt service schedules prepared by officers of the District or the District's consultants, and to levy an *ad valorem* property tax in fiscal year 2026-27 on all taxable property in the District sufficient to pay said debt service. The proceeds of such taxes shall be deposited into the debt service fund of the District established pursuant to the Education Code for bonds of the District.

Section. 5. Application of Tax Proceeds. In the event that the Measure H Bonds and the Refunding Bonds are not sold and issued during fiscal year 2026-27, or are sold and issued in such amount and on such terms that the proceeds of the tax requested in Section 4, or any portion thereof, is not required for payment of debt service due on the Measure H Bonds and the Refunding Bonds, the Board of Education hereby requests that the Fresno County Auditor-Controller/Treasurer-Tax Collector, or other appropriate official of the County, cause the remaining proceeds of the respective tax to be held in the District's debt service fund and applied to debt service on other outstanding general obligation bonds of the District coming due in fiscal year 2026-27.

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

* * * * *

PASSED AND ADOPTED on February 25, 2026, by the following vote:

The foregoing Resolution was adopted at a meeting of the Board of Education of the Fresno Unified School District this 25th day of February 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

President of the Board of Education
Fresno Unified School District

I, Andy Levine, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 25th day of February, 2026, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 25th day of February, 2026.

Clerk of the Board of Education
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 11, 2026

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 January 28, 2026.

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


Carlos Castillo (Oct 13, 2025 10:16:23 PDT)

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 11, 2026

ACTION REQUESTED: ADOPT

TITLE AND SUBJECT: Adopt Resolution No. 26-63, Support of Extending Proposition 55

ITEM DESCRIPTION: Included in the Board material is Resolution No. 26-63, Support of Extending Proposition 55.

Proposition 55, approved by California voters in 2016, provides a dedicated and ongoing revenue stream for K–12 public schools and community colleges throughout the state. Support of the extension of Proposition 55 will preserve and strengthen stable state funding for public education as continued revenues from Proposition 55 are essential to maintaining the educational programs, student supports, and staffing necessary to meet the needs of Fresno Unified students.

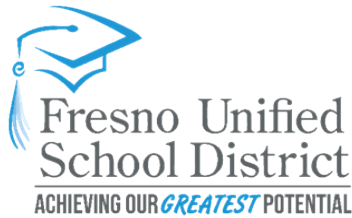
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

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

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

SUPERINTENDENT

Mao Misty Her

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

RESOLUTION No. 26-63

In the Matter of)
Support of Extending Proposition 55)

WHEREAS, the Board of Education of the Fresno Unified School District is committed to providing all students with a high-quality public education that prepares them for college, career, and civic life; and

WHEREAS, Fresno Unified School District serves a high-need student population and depends on stable, predictable state funding to sustain essential educational programs, student supports, and adequate staffing levels; and

WHEREAS, Proposition 55, approved by California voters in 2016, provides a dedicated and ongoing revenue stream for K–12 public schools and community colleges throughout the state; and

WHEREAS, revenues generated by Proposition 55 play a critical role in supporting the Local Control Funding Formula (LCFF), which Fresno Unified relies upon to fund classroom instruction, counseling and mental health services, intervention programs, special education supports, and services for English learners and students experiencing poverty; and

WHEREAS, absent an extension of Proposition 55, statewide education funding is projected to decline by billions of dollars annually upon its expiration, creating significant fiscal risk for school districts, including Fresno Unified; and

WHEREAS, the loss of this funding would likely result in reductions to instructional programs, increased class sizes, elimination of vital student services, and increased challenges in recruiting and retaining qualified educators and staff; and

WHEREAS, long-term funding stability is essential for Fresno Unified to engage in responsible fiscal planning, uphold commitments to students and employees, and avoid disruptive mid-year or cyclical budget reductions.

NOW, THEREFORE, BE IT RESOLVED: that the Board of Education of the Fresno Unified School District hereby:

Supports the extension of Proposition 55 to preserve and strengthen stable state funding for public education.

Affirms that continued revenues from Proposition 55 are essential to maintaining the educational programs, student supports, and staffing necessary to meet the needs of Fresno Unified students.

Encourages community awareness and voter engagement regarding the importance of stable, equitable funding for public schools.

Directs the Superintendent or designee to communicate this resolution to local and state elected officials, education partners, and the broader Fresno Unified community.

Reaffirms the District's commitment to the transparent, equitable, and responsible use of public funds in service of student learning and well-being.

ADOPTED this 11th day of February 2026, by the Board of Education of Fresno Unified School District, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Genoveva Islas, Board President

Mao Misty Her, Superintendent

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 11, 2026

ACTION REQUESTED: ADOPT

TITLE AND SUBJECT: Adopt Provisional Internship Permits

ITEM DESCRIPTION: Included in the Board material are Provisional Internship Permit (PIP) recommendations to rehire or hire upon Board adoption.

Site principals recommended to Human Resources that the following teachers be rehired or hired in their positions in 2025/26 due to hard-to-fill credential positions. These individuals are all working towards completing the required classes/exams by the end of 2026/27 school year.

Included for Board consideration and adoption are the recommended PIP hires as follows:

Name	Site	Subject
Julian Lopez	Turner Elementary	Multiple Subjects
Eleanor Rodriguez	Arts Education	Dance

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

PREPARED BY: Giovanna DiFilippo, Assistant Superintendent

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3508

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



Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 11, 2026

ACTION REQUESTED: ADOPT

TITLE AND SUBJECT: Adopt Variable Term Waiver for Bilingual Cross-Cultural, Language and Development Authorization

ITEM DESCRIPTION: Included in the Board material is a Variable Term Waiver request for Bilingual, Cross-Cultural, Language and Development (BCLAD) Authorization for the 2025/26 school year.

The Education Code 44225(m) allows the commission to grant waivers to fill in an area that is deemed hard-to-fill. The candidate referenced below is working towards completing the required coursework for the Multiple Subject Credential and BCLAD authorization.

Name	Site	Credential/BCLAD Language
Carol Hernandez-Ramirez	McLane High School	BCLAD: Spanish

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

PREPARED BY: Giovanna DiFilippo, Assistant Superintendent

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3508

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



Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 11, 2026

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 2/11/2026

2/11/2026

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

1084128	Aguilera Gaspar	Jessica	Teacher, Elementary	Thomas Elementary	1/12/2026
1044230	Aragon-Hong	Sergi	Teacher, Lrng Hndcp, Sdc	Figarden Elementary	1/12/2026
1083319	Caraco	Rebecca	Teacher, Lrng Hndcp, Sdc	Powers Elementary	1/12/2026
1074316	Lopez Espinoza	Julian	Teacher, Elementary	Turner Elementary	1/12/2026
1088651	Mata	Marisa	Teacher, Middle School	Baird Middle	1/26/2026
1083312	Quintero	Valeria Denisse	Teacher, Lrng Hndcp, Sdc	Slater Elementary	1/12/2026
1089874	Rodriguez	Eleanor	Teacher, Music, Elementary	Homan Elementary	1/12/2026
1075548	Salas	Katie	Teacher, Handicapped, Orth Sdc	Sunnyside High	1/12/2026
1084537	Sanchez Lozano	Adriana	Teacher, Autistic, Sdc	Muir Elementary	1/12/2026
1082267	Talib	Sura	Teacher, Senior High	Fresno High	1/26/2026
1082938	Yamada	Monica	Teacher, Lrng Hndcp, Sdc	Fort Miller Middle	1/12/2026

Classified Personnel

1070290	Aguilar Gutierrez	Estefania	Senior Interpreter - Translator, Bilingual	Translation and Interpret Serv	1/12/2026
1088653	Bautista Benitez	Andrea	Paraprof, Instructional Asst	Lane Elementary	1/12/2026
1076242	Beltran Ibarra	Daisy	Paraprof, Mild/Moderate Support Needs	McLane High	1/12/2026
1089808	Carter	Kenneth	Paraprof, After Schl/Ext Day	Balderas Elementary	1/12/2026
1087709	Erebia	Toni	Lead, After Schl/Ext Day	Wishon Elementary	1/26/2026
1089872	Fidalgo	Michael	Assistant, Choral Accompanist	Music/Visual and Perform Arts	1/12/2026
1089806	Galvan	Brittini	Paraprof, Child Development	Hamilton K-8	1/12/2026
1085102	Gilstrap Hawkins	Marcus	Assistant, Resrce Cnslg	Duncan Polytech High	1/12/2026
1089869	Gorynina	Mariya	Paraprof, After Schl/Ext Day	Pyle Elementary	1/12/2026
1087873	Her	Tommy	Custodian	Terronez Middle	1/12/2026
1089817	Hernandez	Elissa	Paraprof, Extensive Support Needs	Turner Elementary	1/12/2026
1089884	James	Saedy	Itinerant, DHH Sign Interprtr	Special Ed	1/26/2026
1088507	Kaur	Narinder	Nutrition Services Assistant	Nutrition Services	1/26/2026
1085945	Larson	Michael	Paraprof, Mild/Moderate Support Needs	Mayfair Elementary	1/12/2026
1084681	Leon	Diana	Assistant, School Office	Norseman Elementary	1/26/2026
1067709	Lopez	Erica	Paraprof, Extensive Support Needs	Eaton Elementary	1/26/2026
1089809	Medina	Bobbi	Paraprof, Child Development	LaVera Williams Child Dev Cent	1/12/2026
1086910	Nolasco	Jose	Paraprof, Mild/Moderate Support Needs	Webster Elementary	1/26/2026
1062405	Ortiz	Gerardo	Custodian	Gaston Middle	1/12/2026
1049434	Parra	Ruth	Technician, Libr Media-Elem	Slater Elementary	1/12/2026
1086202	Person	Darrin	Paraprof, After Schl/Ext Day	Tioga Middle School	1/12/2026
1089807	Phomphanitchanh	Shari Faye	Paraprof, Child Development	Herrera Elementary	1/12/2026
1089816	Quintana	Leslie	Paraprof, Instructional Asst	Hamilton K-8	1/12/2026
1089868	Rivera	Julia	Paraprof, Instructional Asst	Slater Elementary	1/12/2026
1064100	Santos	Amanda	Paraprof, Instructional Asst	Thomas Elementary	1/12/2026
1086612	Schettler	Travis	Technician, Food Prod Utility	Packaging Center	1/12/2026
1089870	Tejeda	Luis	Technician, Budget I	Nutrition Services	1/12/2026
1088349	Thao	Year	Custodian	Vang Pao Elementary	1/12/2026
1088450	Torrez	Michael	Custodian	Packaging Center	1/12/2026
1070167	Trejo	Tatiana	Assistant, Attendance Records	Fresno High	1/12/2026

1087968	Vang	Voua	Custodian	Terronez Middle	1/12/2026
1089513	Yang	Linda	Paraprof, Child Development	Roosevelt Pace Center	1/26/2026

Management Classified

1089893	De La Cruz	Selina	Manager III, General	Elementary Division Area III	1/26/2026
1089818	Peters	Deja	Behavioral Intervention Specialist	Prevention And Intervention	1/12/2026

DISMISSALS

Classified Personnel

1082193	Baines	Jasmine	Assistant, Noontime	Herrera Elementary	12/17/2025
1076764	Barrios	Alejandra	Assistant, Noontime	Webster Elementary	12/17/2025
1080848	Gebre	Eyerusalem	Assistant, Noontime	Muir Elementary	12/17/2025
1075543	Jacobo Ruelas	Maria	Assistant, Noontime	Yokomi Elementary	12/17/2025
1078219	Jimenez	Sarah	Assistant, Noontime	Figarden Elementary	12/17/2025
1075355	Martinez	Sandra	Assistant, Noontime	Thomas Elementary	12/17/2025
1081455	Pacheco	Anarosario	Assistant, Noontime	Jackson Elementary	12/17/2025
1083397	Rodriguez	Isaac	Assistant, Noontime	Webster Elementary	12/17/2025
1080344	Saldivar	Gizhel	Assistant, Noontime	Yokomi Elementary	12/17/2025
1081081	Sanchez	Delila	Assistant, Noontime	Del Mar Elementary	12/17/2025
1071516	Serna	Sabrina	Assistant, Noontime	Jefferson Elementary	12/17/2025
1080130	Thao	Yeemouang	Assistant, Noontime	Homan Elementary	12/17/2025
1081449	Vang	Peter	Assistant, Noontime	Thomas Elementary	12/17/2025
1082025	Vargas	Serina	Assistant, Noontime	Del Mar Elementary	12/17/2025
1079849	Velazco	Laura	Assistant, Noontime	Fremont Elementary	12/17/2025

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1069404	Lowe	Dymond	Therapist, Spch/Lang/Hrng/Dis	Special Ed	1/12/2026
1082088	Seewald	Aaron	Teacher, LrngHndcp, Sdc	LincolnElementary	6/30/2026

Classified Personnel

1083326	Arellano	Martie	Nutrition Services Cook/Baker	Nutrition Services	1/13/2026
1052647	Barrera-Romero	Catalina	Assistant, Noontime	Mayfair Elementary	6/11/2026
1069057	Gonzalez	Alexis	Paraprof, Early Chldhd Mil/Mod Support Needs	Holland Elementary	1/23/2026
1088124	Gurrola	Alyssa	Paraprof, Instructional Asst	Wawona Middle	12/17/2025
1089450	Johnson	Rachel	Paraprof, After Schl/Ext Day	King Elementary	1/7/2026
1070189	Jones	Marcus	Assistant, Campus Safety	Gaston Middle	1/12/2026
1087055	Mendoza	Rey	Paraprof, After Schl/Ext Day	Centennial Elementary	12/19/2025
1069975	Morales Jr.	Robert	Worker, Grnds Maint III Chippe	Plant Operations	12/31/2025
1076780	Nunez Ramos	Erika	Nurse, Vocational License	Health Services	1/29/2026
1082495	Orozco	Vivian	Paraprof, After Schl/Ext Day	Lane Elementary	1/23/2026
1085997	Saldivar	Sabrina	Paraprof, Instructional Asst	Anthony Elementary	1/6/2026

Management Certificated

1071078	Yang	Sarah	Nurse, Vocational License	Health Services	1/15/2026
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ManagementClassified

1027776	Muhar Atwal	Manjit	Deputy Executive	HumanResources	5/15/2026
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DECEASED

Certificated Personnel

1078017	Melton	Priscilla	Teacher, Senior High	Duncan Polytech High	1/3/2026
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LEAVE REQUEST

Certificated Personnel

1084269	Therampilly	Alexis	Teacher, Vocational Education	Bullard High	3/13/2026
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Classified Personnel

1064692	Ahart	Jamie	Paraprof, Instructional Asst	Eaton Elementary	2/4/2026
1084876	Rodriguez-Manzo	Karla	Driver, Bus	Transportation	1/26/2026

R39-MONTH REEMPLOYMENT RIGHTS

Classified Personnel

1049768	Reyes	Maria	Assistant, Noontime	Leavenworth Elementary	1/22/2026
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PROMOTIONS

Classified Personnel

1086844	Cuenca	Evette	Paraprof, Mild/Moderate Support Needs	Hoover High	1/12/2026
1088879	Highman	Gloria	Lead, After Schl/Ext Day	Vinland Elementary	1/12/2026
1086620	Moua	Christopher	Paraprof, After Schl/Ext Day	Yokomi Elementary	1/27/2026
1061003	Moua	Tracy	Technician, Budget II	Cesar Chavez Adult School	12/19/2025
1088345	Torres	Isaac	Paraprof, After Schl/Ext Day	Hidalgo Elementary	1/12/2026

Management Classified

1086381	Alonzo Jr	Ruben	Manager III, General	Prevention And Intervention	1/12/2026
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Management Certificated

1064864	Mukai	Lily	Advisor, Guidance and Learning	Adult Transition Prog Fairmont	1/12/2026
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Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 11, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Meeting Minutes

ITEM DESCRIPTION: Included in the Board material are draft minutes for the regular meeting of the Board of Education held January 28, 2026.

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 REGULAR MEETING

Fresno, California

January 28, 2026

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 January 28, 2026, 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 Islas CONVENED the Regular Board Meeting at 4:31 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 as follows:

A-1, Receive Proposed Revisions for Board Policies – Constituent Services.

Board President Islas ADJOURNED the Regular Board Meeting to Closed Session at 4:33 p.m.

Board President Islas RECONVENED the meeting to Open Session at 5:49 p.m.

Reporting Out of Closed Session

Board Clerk Levine reported the following:

On a motion by Board Member Davis, seconded, by Board Member Thomas, the Board took action in Closed Session to deny a claim for a Minor, Claim No. GL25-0821-14984, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and President Islas.

On a motion by Board Member Thomas, seconded by Board Member Davis, the Board took action in Closed Session to approve charges for dismissal of a classified employee, identification number 1086797, by a roll call vote of 7-0-0-0: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and President Islas.

On a motion by Board President Islas, seconded by Board Member Wittrup, the Board took action in Closed Session to approve charges for dismissal of a classified employee, identification number 1079902, by a roll call vote of 7-0-0-0: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and President Islas.

On a motion by Board Member Thomas, seconded by Board Member Davis, the Board took action in Closed Session to approve charges for dismissal of a classified employee, identification number 108263, by a roll call vote of 7-0-0-0: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and President Islas.

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 ACCEPT Student Outcomes Focused Governance Monitoring Report – January 2026

For the record, the Board received no public requests to speak on agenda item B-1, Discuss and Accept Student Outcomes Focused Governance Monitoring – January 2026.

For the record, Board Members provided comments and raised questions regarding agenda item B-1. A summary of Board Member feedback is outlined below:

Member Thomas asked how the district will support teachers in differentiated instruction while facing a reduced budget. Member Thomas commented on using resources already on campus and rotating, similar to how ELD classes are operated. Expressed appreciation for the presentation by Principal Kevin Her and Vice Principal Robin Snowden, Ed.D., of Kirk Elementary School and asked what it looks like to share at other sites so other sites may gain the same success as Kirk Elementary School.

Member Wittrup thanked staff for the presentation and the small group meetings. Referenced conversations on how the district can move away from placing students with disabilities into one large group and to refine and adjust placements. Commented on instruction and conditions students with special needs receive; specifically, improper placements. This is an area that needs quick, urgent attention to remedy and does not cost the district more money to fix but rather costs more money when not fixed.

Member Wittrup asked if the district has considered listing, by school, the number of special education evaluations and the number of students that were eligible and number of students that were not eligible. This will show the health of the interventions and the student study process at the school. Member Wittrup offered the above observations for the district to consider.

Member Wittrup urged district staff to look at conditions and begin addressing then instruction will be more effective.

Member Cazares expressed appreciation for the opportunity to hear from the principals of Kirk and Homan Elementary Schools, commented that similar language was used in each presentation such as not data driven but data informed, addressing learning gaps early, and keeping finger on the data.

Member Cazares expressed an interest to hear from Superintendent Her how the district can address learning gaps early if there is a model at Kirk that could be implemented district wide.

Member Cazares commented that Homan Elementary referenced having more than one system in place for progress monitoring; and again, asked how to implement at other schools.

Member Cazares commented on addressing the needs of the district's homeless students and seeing a significant reduction in funding for housing; therefore, investments are more important than in the past. Member Cazares requested data on strategies to help stabilize unhoused students and asked staff to reach out to other districts that are helping with unhoused students.

Member Davis thanked staff for the data and showing the stretch growth. Commented on the need to dig deeper into the data as there are two schools from different areas of Fresno showing improvement, and the ability to see what is on track, what is not on track, is powerful. Member Davis asked if all parents are aware of the interactions and safety nets being provided to students by the district.

Clerk Levine thanked Member Cazares for mentioning the housing partnerships for unhoused students and families and being excited to see how the district can expand on the model. Clerk Levine referenced Equitable Access Guardrail 1 and asked when going forward will there be analysis or actions for duplicated students.

Member Jonasson Rosas asked how increases of enrollment in Transitional Kindergarten are affecting our data and how do we think they will affect our data going forward. In these goals we are measuring growth with different compositions of kids what is the current conversation around additional real-time kid-specific assessments.

President Islas expressed appreciation for the honesty and thoughtful assessment. Referenced struggles in the past with professional learning and negotiations, and commented this is an area the teacher's union would like to see a budget reduction and asked if the district has considered a strategy on how to build a partnership to help align the uptake of curriculum and allow for consistency in implementation.

President Islas commented that with budget and resources often we see great assets offered by community partners and referenced a program at Birney Elementary School with Ampact. President Islas commented on being curious whether the district is looking at community partners that are doing well and the district would like to continue the partnership.

President Islas commented that the district is faced with making difficult decisions, budget cuts to programs that while being fun may not align with the district goals and guardrails, there will be hard decisions to make and President Islas would like the people to be prepared it will not be easy, but if we want to see changes in the indicators we have to align budget with commitments to achieve those goals.

For the record, Superintendent Her, Kevin Her and Robin Snowden, Ed.D., of Kirk Elementary School, Peggy Harrison Principal of Homan Elementary School, Abraham Olivares, and Carlos Castillo, Ed.D., were available to provide clarity.

On a motion by Board Member Thomas, seconded by Board Davis, the Board accepted the Student Outcomes Focused Governance Monitoring Report -January 2026, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and President Islas. Student Members Mayes and Souksamlane voted yes as well.

B-2, CONDUCT and APPROVE the Board Quarterly Self-Evaluation

For the record, the Board received no public requests to speak on agenda item B-2, Conduct and Approve the Board Quarterly Self-Evaluation.

For the record, Clerk Levine facilitated the discussion.

For the record, President Islas asked the Board to consider providing time on an agenda for the board to review the Board Guardrails.

Clerk Levine thanked Board colleagues for engaging in the discussion and thanked the public for listening.

Clerk Levine requested the public to let the Board know if they have questions or need clarification as the Board moves through this process. Clerk Levine commented the Board is trying to model their transparency and to make the process as clear as possible.

On a motion by Board Member Thomas, seconded by Board Member Cazares, the Board approved the Board Quarterly Self-Evaluation, by a roll call vote of 7-0-0-0 as follows: Board Members Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and President Islas. Student Members Mayes and Souksamlane voted yes as well.

B-3, HOLD a Public Hearing to DISCUSS and APPROVE the Endeavor Charter School Request for Material Revision, and to ADOPT Resolution No. 26-49, Certifying Approval of Material Revision

For the record, Board President Islas opened the Public Hearing at 7:31 p.m.

For the record, the Board received one (1) public request to speak on agenda item B-3, Hold a Public Hearing to Discuss and Approve the Endeavor Charter School Request for Material Revision, and to Adopt Resolution No. 26-49, Certifying Approval of Material Revision. The individual's name and a summary of topic are as follows:

1. Larry Powell spoke in support of the material revision of Endeavor Charter School.

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 Thomas commented on doing research and commended Endeavor for being courageous in bringing forward their request for material revision. Member Thomas commented that anything done for students for the betterment of their social-emotional health and their education is something to stand by.

Member Wittrup commented on being excited about Endeavor Charter School and while visiting Endeavor saw high quality instruction and student engagement, saw a high staff to student ratio, and saw an environment of support for students. During the visit, Member Wittrup spoke with a knowledgeable special education director and saw a school psychologist at work as well as the use of respected community contractors. Wittrup commented that overall, the facilities and environment were incredibly welcoming and inviting.

Clerk Levine thanked Endeavor staff for sending requested information. Commented that under 40% of Endeavor students are from Fresno Unified boundaries.

Clerk Levine commented on wrestling with whether it makes sense during the present budget situation for Fresno Unified to be the charter authorizer rather than the county.

Clerk Levine directed a question to charter counsel and asked what the legal obligations as a charter authorizer are when considering a material revision request related to a waiting list.

President Islas asked if there was a specific reason Endeavor Charter School wanted to be authorized under the district. President Islas asked what specifically Endeavor offers students that Fresno Unified does not. President Islas requested clarity on the financial summary.

Student Member Souksamlane asked if there is there a cap on the fiscal impact and if approved is Fresno Unified then committed to paying the escalated cost for next three years. If other charter schools request material revisions will Fresno Unified be able to absorb the fiscal impact.

President Islas requested clarity on the potential loss of revenue.

Member Jonasson Rosas requested clarity on the finances and asked if the assumption of financial analysis is based on the proportion that all the students are Fresno Unified students. Member Jonasson Rosas asked if it is known from the wait list the number of students enrolled in Fresno Unified School District.

Member Davis commented that Fresno Unified is the authorizing school district and has a joint charter with Dailey Charter School and asked why the state will not recognize all the charter schools authorized by Fresno Unified as part of the district and give the Average Daily Attendance (ADA) to Fresno Unified.

For the record, Felicia Olais, Davina Hardin, Patrick Jensen, and Endeavor staff as follows: Michael Cox, Executive Director, Nancy Garcia, Principal, Jody Jeffers, Chief Business Officer, and Katelyn Carter, Special Education Coordinator, were available to provide clarity.

For the record, Board President Islas closed the Public Hearing at 7:57 p.m.

On a motion by Board Member Thomas, seconded by Board Member Wittrup, the Board approved the Endeavor Charter School Request for Material Revision and Adopted Resolution No. 26-49 by a roll call vote of 5-2-0-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, and Wittrup. NOES: Clerk Levine, and Board President Islas. Student Members Mayes and Souksamlane voted no as well.

B-4, PRESENT and DISCUSS Overview of the Governor's 2026/27 Proposed State Budget

For the record, the Board received no public requests to speak on agenda item B-4, Present and Discuss Overview of the Governor's 2026/27 Proposed State Budget.

For the record, Board Members provided comments and raised questions regarding agenda item B-1. A summary of Board Member feedback is outlined below:

Member Cazares shared a concern about using the Learning Recovery Block Grant for the early retirement program and requested clarity as to how learning recovery for students relates to allowing adults to retire. Member Cazares commented that as a trustee it feels wrong to use Learning Recovery Block Grant resources for PARS savings.

Referenced slide No. 14 and requested clarity as to why the slide reflects the deep dip in ADA. Member Cazares requested further information on ADA projections.

Member Cazares commented on hearing that part of the issue is the district has funded permanent support with temporary funds. Member Cazares commented that as a Board member she does not remember a time when it was made clear to her that that was what the district was doing and further commented on feeling that the Board gave directions to make sure the district did not fund permanent staff and permanent programs with temporary funds. Member Cazares wants to make sure it never happens again and commented that this Board would not consciously approve using temporary funds on permanent programs.

Member Thomas asked if the Governor is holding back or borrowing from what is owed to Local Educational Agencies (LEAs) and asked if this is lawful, and if not, what can be done?

Member Davis requested clarity on special education enrollment and funding.

Member Thomas commented that the district has funded things that are supposed to be temporary and asked for the time left on the community school's grant. Member Thomas commented we must be sure the community understands this could go away.

For the record, Patrick Jensen was 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 Davis, seconded by Board Member Wittrup, the Board approved the Consent Agenda with the exception of C-2 pulled for further discussion and C15 pulled for Board member recusal, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, 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 January 14, 2026.

C-2, APPROVE the Board of Education Time Use Evaluation

APPROVED as recommended, the time use evaluation for October 2025 through December 2025.

Member Jonasson Rosas commented that Fresno Unified is a large district and the template for Student Outcomes Focused Governance is intended to be broadly applicable but feels there are areas not applicable to the State of California. Member Jonasson Rosas provided the example of the time study and put forth for Board consideration that time spent discussing monitoring and evaluation during small group sessions be reflected in the time use evaluation.

Member Cazares offered to reach out to Sue Deigaard and Greg Klein the Board coaches with the Council of the Great City Schools to see how to adapt Member Jonasson Rosa's request.

On a motion by Board Member Joansson Rosas, seconded by Board Member Levine, the Board approved agenda item C-2 by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and President Islas. Student Members Mayes and Souksamlane voted yes as well.

C-3, APPROVE Personnel List

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

C-4, APPROVE Meeting Minutes

APPROVED as recommended, draft minutes of the Fresno Unified School District Board of Education from the regular meeting held January 14, 2026.

C-5, APPROVE Proposed Revisions for Board Policies – Human Resources

APPROVED as recommended, proposed revisions for two Board Policies (BP) as follows: BP 4217.3 Layoff/Rehire and BP4317.3 Personnel Reduction (Layoff/Rehire).

C-6, APPROVE Budget Revision No. 2 for Fiscal Year 2025/26

APPROVED as recommended, Budget Revision No. 2 for fiscal year 2025/26. Periodic updates to the district's budget are presented to the Board of Education for approval. Budget Revision No. 2 includes adjustments for updated information regarding carryover, actual beginning balances, and necessary adjustments to support the acceptance of various grant awards.

C-7, ADOPT Resolution No. 26-62 and APPROVE Agreement for the Public Agency Retirement System Trust for Defined Benefit Plan

APPROVED as recommended, a resolution and agreement for Public Agency Retirement System Trust (PARS) to manage the Defined Benefit Retirement Plan for the District's part-time employees. The resolution will authorize the amendment and restatement of the district's current plan. Adopt the Public Agency Retirement System Trust by its official name as the qualified trust program for the Plan, including the amended and restated Plan. Appoint the PARS as the Trust Administrator of the Plan and U.S. Bank N.A. as trustee and custodian of Plan assets (Trustee). Will appoint Deputy Executive of the Payroll & Benefits Department as Plan Administrator to execute legal and administrative documents and authorize the transfer of the district plan assets to the PARS Trust.

C-8, APPROVE 2025/26 Salary Schedule Revisions Reflecting Minimum Wage Increase

APPROVED as recommended, the 2025/26 revised salary schedules reflecting minimum wage increase as follows: 2025/26 Classified Hourly Minimum Wage Salary Schedule, and 2025/26 Supplemental Services Salary Schedule (Minimum Wage Rates).

C-9, APPROVE Grant Application Submission to the Fresh Fruit and Vegetable Program

APPROVED as recommended, a request to submit a grant application to the 2026/27 Fresh Fruit and Vegetables Program (FFVP) through the California Department of Education. The FFVP provides funding to support daily fresh fruit and vegetable snacks for students at participating elementary and K-8 schools.

C-10, APPROVE Grant Application Submission to the 2025 Kitchen Infrastructure and Training Grant and Retention and Recruitment Grant

APPROVED as recommended, a request to submit a grant application to the 2025 Kitchen Infrastructure and Training (KIT) Grant and Retention and Recruitment (R&R) Grant.

C-11, RATIFY Grant Applications for the After School Education and Safety Program - Round Two

RATIFIED as recommended, the After School Education and Safety Program (ASES) Universal Applications - Round Two submitted to the California Department of Education, seeking up to \$208,146 in supplemental funding. The funding would support seventeen elementary school ASES sites identified as large-enrollment schools based on 2024/25 enrollment data. If awarded, the funds will be used to strengthen program quality, expand access to expanded learning opportunities, and increase instructional, and enrichment supports that promote student achievement and overall well-being.

C-12, RATIFY Change Orders

RATIFIED as recommended, information on Change Orders for the following projects: Bid 23-09, Sunnyside High School New Career Technical Education Health Science Building; Bid 23-33, Del Mar Elementary School New Multi-Purpose Building; Bid 25-22, Terronez Middle School Kitchen and Locker Room Make-up Air Unit Replacements; Bid 25-33, Kratt Elementary School Playground Replacement; Bid 25-37, Gibson and Mayfair Elementary Schools Heating, Ventilation, Air Conditioning and Energy Management System Replacements; and Bid 25-44, Farber Educational Center South Building A Parking Lot Improvements.

C-13, RATIFY the Filing of Notices of Completion

RATIFIED as recommended, Notices of Completion for projects, which have been completed according to plans and specifications. The projects are as follows: Bid 23-09, Sunnyside High School New Career Technical Education Health Science Building; Bid 25-22, Terronez Middle School Kitchen and Locker Room Make-up Air Unit Replacements; Bid 25-33, Kratt Elementary School Playground Replacement; Bid 25-38, Ahwahnee Middle School Walk-In Freezer Replacement; Bid 25-44, Farber Educational Center South Building A Parking Lot Improvements; and Bid 25-49, Ericson Elementary School Energy Management System Replacement.

C-14, RATIFY Purchase Orders from October 01, 2025, through October 31, 2025 – Primary Report

RATIFIED as recommended, information on purchase orders issued from October 01, 2025, through October 31, 2025. 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 apart from those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

C-15, RATIFY Purchase Orders from October 01, 2025, through October 31, 2025 – Supplemental Report

RATIFIED as recommended, information on purchase orders issued from October 01, 2025, through October 31, 2025. 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 apart from 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-15 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 Association Food Services, the CSUF Foundation, the CSUF/Association as well as the CSUF Downing Planetarium.

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 President Islas, seconded by Board Member Cazares, the Board approved agenda item C15, by a roll call vote of 6-0-1-0 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 two (2) requests to address the Board during Unscheduled Oral Communications. The individual’s name and a summary of topic are as follows:

1. Jason Stansell commented on stipends.
2. Elizabeth Robledo commented on the need for retiree advocacy. Proposed to leverage organizations.
3. Monica Snowden commented on the district’s appropriation of children’s intellectual properties without support for employment or respect.

OPPORTUNITY for Board Member Reflections on the Board Shared Agreements

Member Jonasson Rosas reported that during this monitoring session, the Board had good discussions and questions. The submitted questions responded to in the email received a score of 76% which is understandable because clarifying questions are being asked.

Member Jonasson Rosas reported the monitoring session discussion received a score of 83% as a lot of the questions asked were about the future, what are we doing in the future versus what happened in the past and that brought the score down, as well as less open-ended questions.

Member Jonasson Rosas commented there are things in the spreadsheet that she would like the Board to look at and revisit with the coaches. One aspect to revisit is the idea of no advice or opinions.

Member Jonasson Rosas believes that each Board member has insight that they are supposed to bring from the community and from their own lived experience and limiting the Board very much, constrains us to the point where the Board cannot ever earn all the maximum points if they dare utter advice. Member Jonasson Rosas commented that not only is this a disservice to the community of Fresno but to the organization.

Member Jonasson Rosas proposed that the Board talk with the coaches to discuss if the matrix has flexibility. Member Jonasson Rosas commented that there are things on the matrix that if implemented with full fidelity, trying to accomplish all the points, would be detrimental and would go against what the Board is trying to do.

Member Wittrup asked if the Board should adjust the matrix to fit the Board's needs.

Member Davis commented on time management and would like the community to understand the process.

Student Member Mayes thanked district staff for all they do and invited all district staff to the Sunnyside High School Cultural Diversity Assembly, at 11:02 a.m. Friday, January 30, 2026.

D. ADJOURNMENT

Board President Islas ADJOURNED the meeting at 9:01 p.m.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 11, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Proposed Revisions for Board Policies – Constituent Services

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

1. BP 1260 Parent/Guardian Involvement (DELETE)
2. BP 1312.3 Uniform Complaint Procedures
3. BP 1325 Advertising and Promotion
4. BP 5141.5 Emotional Well-Being and Mental Health

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

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~~

CSBA Recommend Deletion

Fresno USD | 1000 | BP 1260 Community Relations

Parent/Guardian Involvement

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that continued parental involvement in the education of children contributes greatly to student achievement and conduct. Parents/guardians can directly affect academic success by reinforcing their children's motivation and commitment to education. The district shall include parent/guardian involvement strategies as a component of instructional planning.

Teachers and parents/guardians can better understand and meet student needs if they work together. All of our schools have a duty to communicate frequently with the home and to help parents/guardians develop skills and family management techniques which support classroom learning. Administrators and teachers should keep parents/guardians well informed about school expectations and tell them when and how they can assist their children in support of classroom learning activities. The Board encourages staff training in effective communication with the home.

The Board encourages parents/guardians to serve as volunteers in the schools and to attend student performances and school meetings.

(cf. 0420 - School-Based Management/Site Councils)
(cf. 1240 - Volunteer Assistance)
(cf. 1250 - Visits to the Schools)
(cf. 1340 - Access to District Records)
(cf. 6154 - Homework/Makeup Work)
(cf. 6171 - Chapter I Programs)

Legal Reference:
EDUCATION CODE
11500-11506 Programs to encourage parental involvement
Management Resources:
CDE PROGRAM ADVISORY
0928.90 Guidelines for the development of policies on parent involvement

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: November 26, 1991 Fresno, California

Fresno Unified Board Policy (BP) 1312.3 Uniform Complaint Procedures (UCP)

The Governing Board recognizes the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 ~~and the accompanying administrative regulation.~~

Complaints Subject to the UCP

The district's Uniform Complaint Procedures (UCP) shall be used to investigate and seek to resolve the following complaints regarding the following programs and activities:

1. Accommodations for pregnant and parenting students (Education Code 46015)
2. Adult education programs (Education Code 8500-8538, 52334.7, 52500, 52616.18)
3. After School Education and Safety programs (Education Code 8482-8484.65)
4. Agricultural career technical education (Education Code 52460-52462)
5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)
6. Child care and development programs (Education Code 8200-8488)
7. Compensatory education (Education Code 54400)
8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)
9. Course periods without educational content (Education Code 51228.1-51228.3)
10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, a person's actual or perceived race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status; any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55; or based on the person's 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, 12926; 5 CCR 4610; 20 USC 1681-1688, 42 USC 2000d-2000d-7)

However, the UCP shall not be used to investigate and resolve employment discrimination complaints. (5 CCR 4611)

11. Educational and graduation requirements for students in foster care, students experiencing homelessness, students from military families, students formerly in a juvenile court school, students who are migratory, and newcomer students (Education Code 48645.7, 48850, 48853, 48853.5, 48911, 48915.5, 49069.5, 51225.1, 51225.2)
12. Every Student Succeeds Act (Education Code 12030, 52059.5, 64000; 20 USC 6301 et seq.)
13. Instructional Materials and Curriculum: Diversity (Education Code 243). A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243, 244)
14. Local control and accountability plan (Education Code 52075)
15. Migrant education (Education Code 54440-54445)
16. Physical education instructional minutes (Education Code 51210, 51222, 51223)
17. Student fees (Education Code 49010-49013)
18. Reasonable accommodations to a lactating student (Education Code 222)

19. Regional occupational centers and programs (Education Code 52300-52334.7)
20. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)
21. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)
22. State preschool programs (Education Code 8200-8488, 33315)
23. State preschool health and safety issues in license-exempt programs (Education Code 8212)
24. School or athletic team names, mascots, or nicknames pursuant to Education Code 221.3
25. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
26. Any other state or federal educational program the SPI or designee deems appropriate

Any complaint alleging district failure to comply with applicable state or federal laws and regulations governing any program subject to the UCP which is offered by the district, including but not limited to allegations of discrimination, discriminatory harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities, such as adult education programs, accommodations for pregnant and parenting pupils, After School Education and Safety programs, migrant education, agricultural career technical education, state and federal career technical and technical education and technical training programs, child care and development programs; compensatory education; the federal Every Student Succeeds Act; Regional Occupational Centers and Programs, school safety plans, California State Preschool Programs, consolidated categorical aid programs, and any other district-implemented state categorical program that is not funded through the local control funding formula pursuant to Education Code 64000. (Education Code 8207-8225, 33315, 52059.5, 52300-52462-52460-52462, 54400-54445.1, 8200-8488, 8482-8484.65, 8500-8538, 52334.7, 52500-52617)

(cf. 0450—Comprehensive Safety Plan)

(cf. 3552—Free and Reduced Price Meals)

(cf. 5141.1—Child Abuse Prevention and Reporting)

(cf. 5148—Child Care and Development)

(cf. 5148.2—Before/After School Programs)

(cf. 5148.3—Preschool/Early Childhood Education)

(cf. 6171—Title I Programs)

(cf. 6175—Migrant Education Program)

(cf. 6178—Career Technical Education)

(cf. 6178.1—Work-Based Learning)

(cf. 6178.2—Regional Occupational Center/Program)

(cf. 6200—Adult Education)

1.—Any complaint, by a student, employee, or other person, alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), in district programs and activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy status, parental status, physical or mental disability, medical condition sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any actual or perceived characteristic as set forth in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics, (5 CCR4610)

Discrimination includes, but is not limited to, the Board's refusal to approve the use or prohibit 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, 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. A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243)

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

(cf. 4021—Complaints Concerning Discrimination in Employment)

(cf. 5121.2—Bullying)

~~(cf. 5145.3 – Nondiscrimination/Harassment)~~
~~(cf. 5145.31 – Gender and Identity Inclusion)~~
~~(cf. 5145.7 – Sexual Harassment)~~
~~(cf. 5145.71 – Title IX Sexual Harassment Complaint Procedures)~~
~~(cf. 5146 – Married/Pregnant/Parenting Students)~~

2.— Any complaint alleging district noncompliance with the requirement to provide reasonable accommodations to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

~~(cf. 5146 – Married/Pregnant/Parenting Students)~~

3.— Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board imposed graduation requirements (Education Code 46015)

~~(cf. 5146 – Married/Pregnant/Parenting Students)~~

4.— Any complaint alleging district noncompliance with the prohibition against requiring students to pay pupil fees, deposits, or other charges for participation in educational activities (5 CCR 4610; Education Code 49010–49013)

~~(cf. 2360 – Fees and Charges)~~

5.— Any complaint alleging district noncompliance with applicable requirements of Education Code 52060–52077 related to the implementation of the local control and accountability plan (LCAP), including the development of a local control funding formula budget overview for parents/guardians (Education Code 52075)

~~(cf. 0460 – Local Control and Accountability Plan)~~

~~(cf. 2100 – Budget)~~

6.— Any complaint alleging noncompliance with requirements related to school plans for student achievement or the establishment of a school site council, as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64000–64001, 65000–65001)

~~(cf. 0420 – School Plans/Site Councils)~~

7.— Educational and graduation requirements for pupils in foster care, pupils who are experiencing homelessness, pupils from military families, pupils formerly in Juvenile Court school, and pupils participating in a newcomer program (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

~~(cf. 6172 – Education for Homeless Children)~~

~~(cf. 6172.1 – Education for Foster Youth)~~

~~(cf. 6172.2 – Education of Children of Military Families)~~

~~(cf. 6173.3 – Education for Juvenile Court School Students)~~

8.— Any complaint by or on behalf of a student who transfers into the district after the second year of high school and is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student currently enrolled in the district, a child of a military family as defined in Education Code 49701, or a migrant student as defined in Education Code 54441, or by or on behalf of an immigrant student participating in a newcomer program as defined in Education Code 51225.2 in the third or fourth year of high school, alleging district noncompliance with any requirement applicable to the student regarding the grant of an exemption from Board imposed graduation requirements (Education Code 51225.1)

~~(cf. 6173.3 – Education for Juvenile Court School Students)~~

9.— Any complaint, by or on behalf of a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student, a child of a military family as defined in Education Code 49701, a migrant child as defined in Education Code 54441, or a newly arrived immigrant student who is participating in a newcomer program as defined in Education Code 51225.2, alleging district noncompliance with requirements for the award of credit for coursework satisfactorily completed in another school, district, or country (Education Code 51225.1, 51225.2)

~~(cf. 6172 – Education for Homeless Children)~~

10.— Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9–12 to course periods without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.1–51228.3)

~~(cf. 6152 – Class Assignment)~~

11.— Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51222, 51223)

(cf. 6142.7 - Physical Education and Activity)

12. Complaints regarding the noncompliance of a license-exempt California State Preschool Program (CSPP) with State Preschool Health and Safety issues in districts exempt from licensing standards specified in Health and Safety Code 1596.7925 and related state regulations (Education Code 8235-8239.1; Health and Safety Code 1596.7925)

13. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

14. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The Board acknowledges and respects every individual's right to privacy. The district shall protect all ensure that complainants are protected from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if their different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

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

Complainants have the right to pursue civil law remedies under state or federal discrimination, harassment, intimidation or bullying laws. The district will ensure annual dissemination of a written notice of the complaint procedures to students, employees, parents or guardians of the students, school and district advisory committees, appropriate private school officials or representatives, and other interested parties that includes information regarding allegations about discrimination, harassment, intimidation, or bullying. The UCP Annual Notice will be provided in writing to all six required groups each year and will include information on how to appeal to the California Department of Education (CDE).

A copy of this UCP complaint policies and procedures document shall be available free of charge and is available on the district's website.

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain record of each UCP complaint and subsequent related actions, including steps taken during the investigations and all information required for compliance with 5 CCR 4631 and 4633.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency for appropriate resolution: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division and the appropriate law enforcement agency. (5 CCR 4611)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)

3. Any complaint alleging that a student, while in an education program or activity ~~in which the district exercises substantial control over the context and respondent~~, was subjected to sexual harassment, as defined in 34 CFR 106.30. **Such a complaint** shall be addressed through the federal Title IX complaint procedures **adopted pursuant to 34 CFR 106.44 – 106.45**, as specified in AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Civil Rights Department.

5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200- 3205)

6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)

7. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)

8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, teacher vacancies and misassignments, shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:
EDUCATION CODE
200-262.4 **Educational equity, prohibition of discrimination on the basis of sex**
18100-18203 School libraries
32221.5 Insurance for athletic team members
32280-32289 **School safety plan**
33315 Uniform complaint procedures
35186 Williams uniform complaint procedure
46015 Parental leave for students
48645.7 Juvenile court schools
48853-48853.5 Foster youth
48900.5 Suspension; other means of correction

48985 Notices ~~to parents/guardian~~ in language other than English
49010-49013 Student Fees
49060-49079 Student records
49069.5 Records of foster youth
49490-49590 Child Nutrition programs
49701 Provisions of the Interstate Compact on Educational Opportunities for Military Children
51204.5 Social Studies instruction; contributions of specified groups
51210 Courses of study grades 1-6
51222 Physical education, secondary schools
51223 Physical education, elementary schools
51225.1-51225.2 Foster youth ~~and~~ homeless children; former juvenile court school students, ~~newcomer students; and military-connected students; migrant students, and newly arrived~~
~~immigrant students;~~ course credits; graduation requirements
51226-51226.1 Career technical education
51228.1-51228.3 Course periods without educational content
51501 Nondiscriminatory subject matter
52059.5 Statewide system of support
52060-52077 Local control and accountability plan, ~~especially~~
52075 Complaint for lack of compliance with local control and accountability plan requirements
52300-52462 Career-technical education
52500-52617 ~~6-24~~ Adult schools
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
59000-59300 Special schools and centers
60010 Instructional materials; definition
64000-64100 Consolidated application process; school plan for student achievement
65000-65001 School site councils
8200-85 ~~88~~ Child care and development programs
8500-8538 Adult basic education
GOVERNMENT CODE
11135 Prohibition of ~~Non~~ discrimination ~~in programs or activities funded by state~~
12900-12996 Fair Employment and Housing Act
HEALTH AND SAFETY CODE
1596.792 California Child Day Care Act; general provisions and definitions
1596.7925 California Child Day Care Act; health and safety regulations
PENAL CODE
422.55 Hate crime; definition
422.6 Civil rights; crime
CODE OF REGULATIONS, TITLE 2
11023 Harassment and discrimination prevention and correction
CODE OF REGULATIONS, TITLE 5
3200-3205 Special education compliance complaints
4600-4670 Uniform complaint procedures
46 ~~60~~-4687 Uniform complaint procedures and Williams uniform complaints ~~procedures~~
4690-4694 Complaints regarding health and safety issues in license-exempt preschool programs
4900-4965 Nondiscrimination in elementary and secondary education programs ~~receiving state and federal financial assistance~~
UNITED STATES CODE, TITLE 20
1221 Application of laws
1232g Family Educational Rights and Privacy Act (FERPA) of 1974
1681-1688 Title IX of the Education Amendments of 1972; discrimination based on sex
6301-6576 Title I Improving the Academic Achievement of the Disadvantaged
6801-7014 Title III language instruction for limited English proficient and immigrant students
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2-2000d-7 Title VI Civil Rights Act of 1964
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
11431-11435 McKinney-Vento Homeless Assistance Act
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 ~~Section 504~~ designation of responsible employee ~~and adoption of grievances procedures for Section 504~~
106.1-106.82 Nondiscrimination on the basis of sex in education programs ~~or activities, especially~~
106.30 Discrimination on the basis of sex in education programs and activities; definitions
106.44 Recipient's response to sexual harassment
106.45 Grievance proves for formal complaints of sexual harassment
106.8 Designation ~~of coordinator; dissemination of policy, and adoption of grievance~~ procedures ~~responsible employee for Title IX~~
110.25 Notification of nondiscrimination on the basis of age
COURT DECISIONS
Tennessee v. Cardona (2024) 737 F.Supp.3d 510
Olmstead v. L.C. ex rel. Zimring (1999) 527 U.S. 581
John T.D. v. River Delta Joint Unified School District (2021) WL 5176356

Management Resources:
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter: ~~Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025~~ September 23, 2017
~~Dear Colleague Letter: Title IX Coordinators, April 2015~~
Dear Colleague Letter: Responding to Bullying of Students with Disabilities, August-October 2014
~~Dear Colleague Letter: Harassment and Bullying, October 2010~~
~~Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2004~~

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2009

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 10, 1992 Fresno, California

revised: November 14, 2001

revised: March 30, 2005

revised: February 27, 2008

revised: August 22, 2012

revised: February 27, 2013

revised: May 27, 2015

admin reviewed: June 23, 2015

revised: September 9, 2015

revised: June 1, 2016

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revised: April 11, 2018

revised: June 13, 2018

revised: June 12, 2019

admin reviewed: July 1, 2019

revised: October 16, 2019

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revised: _____, 2026

Policy Section: 1000 Community Relations

Fresno Unified Board Policy (BP) 1325

Advertising And Promotion

Distribution of Noncommercial Materials

The Governing Board establishes this policy **desires** to ensure effective and consistent standards for advertisements and promotions by nonschool groups in school-sponsored publications, on district and school web sites and social media, and on school facilities and grounds. ~~promote positive relationships between the schools and community organizations. Just as community organizations can build support for the schools, the schools can cooperate with these groups under certain circumstances by publicizing services, special events and public meetings of interest to students and parents/guardians.~~ Student speech shall be regulated in accordance with BP/AR 5145.2 - Freedom of Speech/Expression.

(cf. 6145.5 - Student Organizations and Equal Access)

Limited Public Forum

The Board desires to **promote positive relationships between** district **schools and** the **community** in order to enhance community partnerships, **support**, and involvement in the schools. The Superintendent or designee may, consistent with the criteria established in this policy, approve: ~~the distribution to students of materials prepared by organizations which are school sponsored or school related. Materials approved for distribution shall further the district's intended purpose, directly benefit the students, support the basic educational mission of the district or be of intrinsic value to the students. Materials shall not promote any particular religious or political interest except as specified below.~~

1. Distribution of noncommercial materials that **publicize services, special events, public meetings**, or other gatherings **of interest to students or parents/guardians**
2. Paid advertisements in school-sponsored publications, yearbooks, announcements, and other school communications, including web sites and social media
3. Products and materials donated by commercial enterprises for educational use, including those that bear the name and/or logo of the donor, as long as they do not unduly promote the donor or any commercial activity or product

Prior to the distribution, posting, or publishing of any nonschool group's promotional materials or advertisement, the Superintendent, principal, or designee shall review the materials or advertisement based on the criteria listed below. **They** may not disapprove materials or advertisement in an arbitrary or capricious manner or in a way that discriminates against a particular viewpoint on a subject that is otherwise allowed by Board policy. All materials to be distributed shall bear the name and contact information of the sponsoring entity.

Students shall not be required to view commercials during instructional time. Advertisements may be studied, however, as part of the consumer education curriculum.

As necessary, the Superintendent, principal, or designee shall require a disclaimer on any nonschool group's promotional materials to be distributed, posted, or published, stating that the distribution, posting, or publishing of the materials does not imply district endorsement of the group's activities, products, or services. District- and school-sponsored publications shall include a disclaimer stating that

the district or school does not endorse any advertised products or services.

Criteria for Approval

The Superintendent, principal, or designee shall not accept for distribution, or allow on school property, any materials or advertisements that:

1. Are lewd, obscene, libelous, or slanderous
2. Incite students to commit unlawful acts, violate school rules, or disrupt the orderly operation of the schools
3. Promote any particular political interest, **candidate, party, or ballot measure**, unless the candidates or advocates from all sides are provided the opportunity to **present their views to the students during school hours or during events scheduled pursuant to the Civic Center Act**
4. Contain prayer or proselytizing language
5. Position the district on any side of a controversial issue
6. Discriminate against, attack, or denigrate any group on account of any unlawful consideration
7. Promote the use or sale of materials or services that are illegal or inconsistent with school objectives, including, but not limited to, materials or advertisements for tobacco, intoxicants, and movies or products unsuitable for children
8. **Promote during the school day any food or beverage that does not comply with state nutritional standards pursuant to Education Code 49430-49434, including a corporate incentive program that offers free or discounted foods or beverages that do not meet nutritional standards as rewards for students who reach certain academic goals. This prohibition does not include advertising on clothing with brand images worn on school grounds, advertising contained in product packaging, or advertising of infrequent school fundraising events involving food or beverages that do not meet the nutritional standards. (Education Code 49431.9)**
9. Solicit funds or services for an organization, with the exception of solicitations authorized in Board policy
10. Distribute unsolicited merchandise for which an ensuing payment is requested

Distribution of Political Materials

~~The schools shall not distribute campaign materials pertaining to a candidate, party, or ballot measure. Campaign materials shall not be distributed on district property at any time other than at a forum in which candidates or advocates from all sides are presenting their views to the students during school hours, or during events scheduled pursuant to the Civic Center Act.~~

(cf. 1160 - Political Processes)

(cf. 1330 - Use of School Facilities)

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

Distribution of Commercial Materials/Advertising

School-sponsored publications, announcements and other school communications may accept paid advertising except for that prohibited by law and administrative regulation. The Superintendent or designee may also consider ~~prohibit advertisements which are inconsistent with school objectives and do not reasonably relate to~~ the educational value of the materials or advertisements, the age or maturity of the students in the intended audience, and whether the ~~purpose of school-sponsored publications. In addition, the Superintendent or designee may allow the distribution of promotional material of a commercial nature within the parameters of law and administrative regulation but also may prohibit the distribution of~~ materials or advertisements support the basic ~~which lack~~ educational mission of the district, directly benefit the students, or are of intrinsic value ~~or are not related directly to the school program~~ to the students or their parents/guardians.

Schools may establish additional criteria pertaining to the content of advertisements in school publications and yearbooks, as deemed appropriate by the Superintendent or designee in accordance with law and Board policy.

~~Advertising copy may be solicited and prepared only to the extent that this process furthers the educational well being of the students involved. Excessive solicitation of the same sources shall be avoided.~~

~~Students shall not be exploited to raise money, and time spent securing ads shall not infringe upon the school program.~~

~~(cf. 5145.2 Freedom of Speech/Expression: Publications Code)
(cf. 6145.2 Publications)~~

~~Students shall not be required to view commercials during instructional time. Advertisements may be studied, however, as part of the consumer education curriculum.~~

~~Products and materials donated by commercial enterprises may be used in the classroom as long as they serve an educational purpose and do not unduly promote any commercial activity or products. Such materials may bear the name or logo of the donor. The use of such materials does not imply district endorsement of any identified commercial products or services.~~

~~(cf. 1700 Relations between Private Industry and the Schools)
(cf. 2200 Gifts, Grants and Requests)
(cf. 6161.11 Supplementary Instructional Materials)~~

Legal Reference:

EDUCATION CODE

7050-7058 Political activities of school officers and employees

35160 Authority of governing boards

35160.1 Broad authority of school districts

35172 Promotional activities

38130-38138 Civic Center Act

~~48907 Student exercise of free expression~~

49430-49434 The Pupil Nutrition, Health, and Achievement Act of 2001

49431.9 Prohibition of advertisement of non-nutritious foods

7050-7058 Political activities of school officers and employees

BUSINESS AND PROFESSIONS CODE

25664 Advertisements encouraging minors to drink

CALIFORNIA CONSTITUTION ARTICLE I

Section 2 Freedom of speech and expression

UNITED STATES CODE, TITLE 42

1751-1769j School Lunch Program

1773 School Breakfast Program

UNITED STATES CONSTITUTION

First Amendment Free exercise, free speech, and establishment clauses

COURT DECISIONS

Yeo v. Town of Lexington (1997) 131 F.3d 241

Bright v. Los Angeles Unified School District (1976) 134 Cal. Rptr. 630, 556 P.2d 1090, 18 Cal.3d 450

DiLoreto v. Downey Unified School District (1999) 196 F.3d 958

Hills v. Scottsdale Unified School District (2003) 329 F.3d 1044

Lehman v. Shaker Heights (1974) 418 U.S. 298

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: November 26, 1991 Fresno, California

revised: January 30, 1997

revised: ____, 2026

Policy Section: 1000 Community Relations

Fresno Unified Board Policy (BP) 5141.5

Emotional Well-Being and Mental Health

The Governing Board recognizes that students' emotional well-being and mental health contribute to their ability to perform to their full academic and personal potential. The Superintendent or designee shall develop strategies and services to **reduce the stigma associated with mental illness**, facilitate access to mental health services, and help students **build resiliency skills**, including digital resilience, increase social connections, and **cope with life challenges**. ~~build students' resiliency skills, help students cope with life challenges, and reduce the stigma associated with mental illness.~~

The Superintendent or designee shall consult and collaborate with school-employed mental health professionals, the county mental health department, psychologists and other health professionals, social workers, and/or community organizations to strengthen local mental health services and develop and implement an integrated plan to support student mental health.

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

To the extent possible, the district shall focus on preventive strategies which increase students' connectedness to school, create a support network of peers and trusted adults, and provide techniques for conflict resolution. The district shall investigate and resolve any complaint of bullying, intimidation, harassment, or discrimination in accordance with law and district policy.

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

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

The district shall provide instruction to students that promotes their healthy mental, emotional, and social development. Health education courses shall be aligned with the state content standards and curriculum framework, **as specified in Administrative Regulation 6143 - Courses of Study**, and shall include, but not be limited to, instruction related to identifying signs of depression and self-destructive behaviors including substance abuse, developing coping skills, and identifying resources that may provide assistance.

(cf. 6142.8 - Comprehensive Health Education)

Information and Training

The Superintendent or designee shall provide school staff **and students** with information and training to recognize the early signs of an emerging mental health condition **or behavioral health disorder, including common psychiatric conditions and substance use disorders such as opioid and alcohol abuse**, identify risk factors and warning signs of suicidal intent, respond to students who have been impacted by traumatic stress, **safely deescalate crisis situations involving students with a behavioral health disorder**, and link students with effective services and supports. **Additionally, such training shall provide instruction on how to maintain student privacy and confidentiality, and** ~~Such information~~ may also be provided to parents/guardians and families **(Education Code 49428.15)**.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 5141.52 - Suicide Prevention)

The Superintendent or designee shall develop a protocol for identifying and assessing students who may be suffering from an anxiety disorder, depression, eating disorder, or other severe or disabling mental illness. The Superintendent or designee may establish districtwide or school-site crisis intervention team(s) to respond to mental health concerns in the school setting.

Annually, the Superintendent or designee shall provide, and require all certificated employees serving students in grades 7 to 12 to participate in, at least one hour of cultural competency training to support lesbian, gay, bisexual, transgender, queer, and questioning individuals. The district shall maintain records documenting the date that each employee completed the training and the name of the entity that provided the training. (Education Code 218.3).

At least twice per school year, the Superintendent or designee shall ensure that each school provides notice regarding how to initiate access to student mental health services on campus and/or in the community. The notification to parents/guardians and to students shall be in at least two of the following methods: (Education Code 49428)

1. Distributing the information, electronically or in hardcopy, in a letter to parents/guardians, and in a school publication or other document to students
2. Including the information, at the beginning of the school year, in the parent/guardian handbook and in student orientation materials or a student handbook
3. Posting the information on the school's website or social media

Each school site that serves students in any of grades 6-12 shall create an age appropriate and culturally relevant poster that identifies approaches and shares resources about student mental health, and that includes the following information: (Education Code 49428.5)

1. Identification of common behaviors of those struggling with mental health or who are in a mental health crisis, including, but not limited to, anxiety, depression, eating disorders, emotional dysregulation, bipolar episodes, and schizophrenic episodes
2. A list of, and contact information for, school site-specific resources, including, but not limited to, counselors, wellness centers, and peer counselors
3. A list of, and contact information for, community resources, including, but not limited to, suicide prevention, substance abuse, child crisis, nonpolice mental health hotlines, public behavioral health services, and community mental health centers
4. A list of positive coping strategies to use when dealing with mental health, including, but not limited to, meditation, mindfulness, yoga, breathing exercises, grounding skills, journaling, acceptance, and seeking therapy
5. A list of negative coping strategies to avoid, including, but not limited to, substance abuse or self-medication, violence and abuse, self-harm, compulsivity, dissociation, catastrophizing, and isolating

The poster shall be displayed in English and any primary language spoken by 15 percent or more of the students at the school site and be no smaller than 8.5 by 11 inches and at least 12-point font. The poster shall be prominently and conspicuously displayed in public areas that are accessible to, and commonly frequented by, students at each school site such as bathrooms, locker rooms, classrooms, classroom hallways, gymnasiums, auditoriums, cafeterias, wellness centers, and offices. Additionally, at the beginning of each school year the poster shall be distributed online to students through social media, websites, portals, and learning platforms. (Education Code 49428.5)

Mental Health Counseling Referrals

A school counselor, school psychologist, or school social worker may provide mental health counseling to students in accordance with the specialization(s) authorized on the individual's credential. As needed, students and their parents/guardians may be provided referrals to mental health services in the community and/or to mental health services at or near district schools.

The district's referral protocols shall: (Education Code 49428.1)

- 1. Address the appropriate and timely referral by school staff of students with behavioral health concerns**
- 2. Reflect a multitiered system of support process and positive behavioral interventions and supports, to be used as an alternative to disciplinary action as appropriate. The protocols shall be accessible to students who may be the subject of disciplinary action.**
- 3. Be adaptable to varied local service arrangements for behavioral health services**
- 4. Reflect evidence-based and culturally appropriate approaches to student behavioral health referral without disciplinary actions. "Evidence-based" means peer-reviewed, scientific research evidence, including studies based on research methodologies that control threats to both the internal and the external validity of the research findings.**
- 5. Address the inclusion of parents/guardians in the referral process**
- 6. Be written to ensure clarity and ease of use by certificated and classified school employees**
- 7. Reflect differentiated referral processes for students with exceptional needs and other populations for whom the referral process may be distinct**
- 8. Be written to ensure that school employees act only within the authorization or scope of their credential or license. School employees are not authorized or encouraged to diagnose or treat youth behavioral health disorders unless they are specifically licensed and employed to do so.**
- 9. Be consistent with state activities conducted by the California Department of Education in the administration of federally funded behavioral health programs**

A student 12 years of age or older may consent to mental health treatment or counseling if the student, in the opinion of the attending mental health professional, is mature enough to participate intelligently in the services. Additionally, the student's parent/guardian shall consent to student's treatment, unless the mental health professional determines, after consulting with the student, that the involvement of the parent/guardian would be inappropriate. (Family Code 6924)

In delivering mental health and behavioral health services to students, the district may use telehealth or other information and communication technologies that facilitate the diagnosis, consultation, treatment, education, care management, and self-management of a student's health while the student is on campus and the health care provider is at a distant location. (Education Code 49429)

Prior to utilizing telehealth technology to manage a student's mental health or behavior, the mental health professional shall consult with the student, parent/guardian, and/or the student's individualized education program team, as required by law, unless the mental health professional determines that the involvement would be inappropriate pursuant to Family Code 6924.

In using telehealth technology to provide mental health services to students, the Superintendent or designee shall ensure that mental health professionals comply with applicable professional codes of ethics and legal authority. Additionally, space that affords privacy and confidentiality of telehealth sessions shall be provided for students and an emergency response plan shall be put in place that lays

out all legally-mandated steps to take when a student suddenly begins to exhibit suicidal ideation or other potentially dangerous behavior during a telehealth session.

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

If a student has an emotional or mental illness that limits a major life activity, has a record of such impairment, or is regarded as having such impairment, or may need special education and related services, the student shall be referred for an evaluation for purposes of determining whether any educational or related services are required in accordance with Section 504 of the Rehabilitation Act or the federal Individuals with Disabilities Education Act, as applicable. (Education Code 56301-56302; 29 USC 794; 28 CFR 35.108)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

Funding Resources

The Superintendent or designee shall explore potential funding sources for district programs and services that support student's mental health. In accordance with local plans and priorities, the district may apply to the county for grants for prevention and early intervention activities that are designed to prevent mental illness from becoming severe and disabling and to improve timely access for underserved populations.

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

Legal Reference:

EDUCATION CODE

215-216 Student suicide prevention

218.3 Lesbian, Gay, Transgender, Queer, and Questioning Student Resources; online training delivery platform

219 Lesbian, Gay, Transgender, Queer, and Questioning Student Resources; advisory task force

232.7 Body shaming; model policy and resources

234.6 Bullying and harassment prevention information

32280-32289.5 School safety plans

33546.4 Instructional Quality Commission; consideration of skills related to mindfulness, distress tolerance, interpersonal effectiveness, and emotional regulation when

Health Education Framework next revised

49060-49079 Student records

49428 Telehealth technology in schools

49428.1 Student mental health referral protocols

49428.15 Identification of evidence-based and evidence-informed training programs for schools to address youth behavioral health

49428.5 Requirement for policy on referral protocols

49428.5 Student mental health poster

49600 Responsibilities of school counselors

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

51225.38 Instruction regarding the dangers associated with fentanyl use

56171 Duty to identify and assess children in private schools who need special education services

56300-56385 Identification, referral, and assessment for special education, instructional planning

FAMILY CODE

6924 Consent by minor

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent System of care for children and youth with serious emotional disturbance

5840-5840.8 Prevention and early intervention programs

5850-5886 Children's Mental Health Services Act

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Nondiscrimination on the basis of disability

CODE OF FEDERAL REGULATIONS, TITLE 34

34 CFR 300.1-300.818 Individuals with Disabilities Education Act

WEB SITES

California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>

California Department of Health Care Services, Mental Health Services: <http://www.dhcs.ca.gov/services/MH>

Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>

National Association of School Psychologists: <http://www.nasponline.org>

National Child Traumatic Stress Network: <http://www.nctsn.org>

National Council for Behavioral Health, Mental Health First Aid: <http://www.mentalhealthfirstaid.org> National Institute for Mental Health:
<http://www.nimh.nih.gov>

Suicide Prevention Lifeline: <http://suicidepreventionlifeline.org>

Suicide Prevention Resource Center: <http://www.sprc.org/about-suicide>

U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration:
<http://www.samhsa.gov>

Policy FRESNO UNIFIED SCHOOL DISTRICT

Adopted: January 20, 2021 Fresno, California

Approved: _____, 2026

Policy Section: 5000 Students

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 11, 2026

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



REVISED 02/06/2026

	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	Garcia Hernandez Sawney, LLP	San Diego	General Legal	N/A	\$200 - \$410
12	Hanna, Brophy, MacLean, McAleer & Jensen, LLP	Fresno	Workers' Compensation	\$180 - \$195	\$190 - \$225
13	Ice Miller	Indianapolis, IN	Payroll Law	\$459-\$738	\$459-\$738
14	Law Office of Duncan, Cassio, Lucchesi, Binkley and Van Doren, Professional Corporation	Fresno	Workers' Compensation	\$155 - \$175	\$155 - \$175
15	Law Office of Jane Woodcock	Fresno	Workers' Compensation	\$150 - \$200	\$150 - \$200
16	Law Office of Rick Jensen	Fresno	Defense/Subrogation	\$135	\$135
17	Lozano Smith	Fresno	Full-Service Education	\$215 - \$400	\$225 - \$450
18	Mark T Harris	Sacramento	Civil Rights/Education Law	N/A	\$450
19	McCormick Barstow LLP	Fresno	Full-Service	\$210 - \$335	\$230 - \$450
20	Mullen & Filippi	Fresno	Workers' Compensation	\$175 - \$180	\$175 - \$180
21	Nielsen, Merksamer, Parrinello, Gross & Leoni	San Rafael	Government Law	\$670 - \$720	\$705 - \$750
22	Nossaman LLP	San Francisco	Full-Service	\$355 - \$785	\$355 - \$785
23	Orbach Huff & Henderson LLP	Pleasanton	Project Labor Agreements	\$300 - \$335	\$340 - \$375
24	Potomac Law Group, LLP	Walnut Creek	Full-Service	\$445 - \$470	\$460 - \$560
25	Whitney Thompson & Jeffcoach	Fresno	Litigation/Construction	\$225 - \$356	\$300 - \$400
26	Yruegui & Roberts	Fresno	Workers' Compensation	\$152	\$152

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 11, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Amendment No. 1 to the Agreement with Kraw Law Group, APC

ITEM DESCRIPTION: Included in the Board material is amendment No. 1 to the agreement with Kraw Law Group, APC, to provide legal consulting services to the Joint Health Management Board (JHMB).

The JHMB has utilized Kraw Law Group to provide continuity of legal services in support of the JHMB's goals and responsibilities. The previous agreement was for a 24-month period and allowed the contract to be reset based on the actual hours needed to perform the work, to keep the district's Health Plan in compliance.

The contract is to continue services from March 01, 2026, through February 28, 2029, at \$20,500 per month and \$246,000 annually, with 5% increases for each of the years.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$246,000 are available in the Internal Health Fund budget.

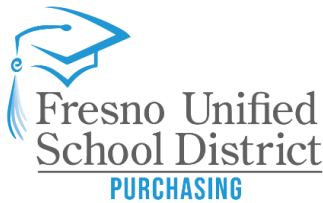
PREPARED BY: Steven Shubin

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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www.fresnounified.org

Contract Routing Form

Contract Attached

Contract Number: 330468

Federal Funding Will Not Be Used

Kraw Law Group

Vendor Name

831-818-9253

Phone Number

Term (Duration) From: 3/1/2026

FUSD Contract Administrator:

Steven.Shubin@fresnounified.org

Name

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

Contract Amount: \$246,000.00

605 Ellis St Suite 200, Mountain View, Ca, 94043

Address

Lisa Schwantz

Vendor Contact

Through: 2/28/2029

Benefits & Risk Management

Site/Dept

670 0841 0880 5899 0000 6000

Estimated

Scope of Work Summary: *To Provide Continuity Of Legal Services In Support Of The Jhmb'S Goals And Responsibilities*

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): 2/11/2026

Procurement Detail Benefits |

AMENDMENT ONE
JHMB FRESNO UNIFIED INDEPENDENT CONTRACTOR AGREEMENT
KRAW LAW GROUP, APC

The JHMB Fresno Unified Independent Contractor Agreement, between Fresno Unified School District (“District”) and Kraw Law Group, APC (“KLG”) effective as of March 1, 2024 (the “Agreement”) is hereby amended as follows:

Section 4 – Term. The Agreement is hereby extended from March 1, 2026 through February 28, 2029.

Section 5 – Compensation. Effective March 1, 2026, the District agrees to pay KLG the following:

March 1, 2026 – February 28, 2027 - \$20,500 per month
March 1, 2027 – February 29, 2028 - \$21,525 per month
March 1, 2028 – February 28, 2029 - \$22,600 per month

Restating Plan Booklet: \$18,500 – under 5 amendments
\$23,500 – more than 5 amendments

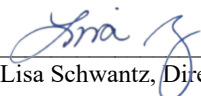
The remaining terms of Section 5 – Compensation shall remain in effect during the term of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized officers or agents as of the dates set forth below.

DISTRICT:
Fresno Unified School District

CONTRACTOR:
Kraw Law Group APC

{{Sig_es_:signer4:signature}}
Patrick Jensen, Chief Financial Officer



Lisa Schwantz, Director

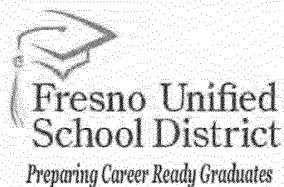
DATED: {{Dte_es_:signer4:date}}

DATED: January 14, 2026

Approved As to Form

{{Sig_es_:signer2:signature}}
Stacey Sandoval, Executive Director Risk
Management

DATED: {{Dte_es_:signer2:date}}



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Kraw Law Group, APC	605 Ellis Street, Suite 200, Mountain View CA 94043
Vendor Name 650-314-7814	Address George M. Kraw
Phone Number	Vendor Contact
From: 03/01/2024	Through: 02/28/2026
Term (Duration)	
FUSD Contract Administrator: Steven Shubin	Benefits Department 457-6227
Name	Site/ Dept telephone number
Budget (Fund-Unit-Dept.-Activity-Object) Estimated Annual Cost \$ 180,000 (Contract will not be authorized to exceed this amount w/o BOE approval)	670-0841-0880-0000-6000-5899

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:

The Kraw Law Group will serve as Legal Counsel to the Fresno Unified School District Joint Health Management Board.

Date Item is to appear on Board of Education Agenda: 02/21/24 (Contracts of \$15,000.00 or more) click to enter date

Reviewed & approved by Cabinet Level Officer:


Patrick Jensen (Feb 22, 2024 15:57 PST)

Feb 22, 2024

Signed

Date

Reviewed & approved by Executive Director, Risk Management:



Jan 26, 2024

Signed

Date

Please return signed contract to:

Christina Everitt Christina.Everitt@fresnounified.org

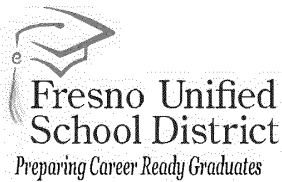
Benefits Department

(559)457-3539

Name

Department

Telephone

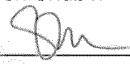


Fresno Unified School District Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 670-0841-0880-0000-6000-5899

District Contact Person: Steven Shub'in

Budget Manager Approval: 

Contractor's Vendor Name: Kraw Law Group, APC

Contractor's Contact Person: George M. Kraw

Contractor's Title: Director

Contractor's Telephone Number: 650-314-7814

Contractor's E-mail: gkraw@kraw.com

Contractor's Address: 605 Ellis Street, Suite 200, Mountain View CA 94043

Contractor's Taxpayer ID# or SSN#: 32-0465891

This Independent Contractor Services Agreement is made and entered into effective 3/1/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and Kraw Law Group ("Contractor").

Scope of Services, Term and Compensation

1. **Contractor Services.** Contractor agrees to provide legal services to the Joint Health Management Board of the Fresno Unified School District, including but not limited to:
 - A. **By-Law Reviews.** Make a periodic review of the By-Laws and Board Policies governing the JHMB, as may be requested by the Board of Directors or by the Co-Chairs, to ascertain that such document is legally sufficient and consistent with the JHMB's objectives. Suggest appropriate amendments. Prepare By-Law amendments as needed and as authorized.
 - B. **Contract Reviews.** Make a periodic review of all existing contracts which pertain to the administration of the JHMB and Plan (such as provider contracts and contracts covering administration services), to ascertain that such agreements are legally sufficient and consistent with the JHMB's objectives. Suggest appropriate amendments. Prepare amendments to such contracts, or review amendment drafts, if prepared by others. Prepare and/or review all new contracts which may be authorized.
 - C. **Plan Booklet and Amendments.** Assist the Plan's administrator with the periodic updating of the Plan Booklet, and all Plan documents, including the Summary of Benefits and Coverage. Assist with the drafting of proposed amendments to the Plan. Advise as to the legal sufficiency of such items and as to the requirements for filing and distribution.
 - D. **Meeting Attendance.** Attend all Board of Directors meetings (unless excused) and provide the Directors with legal advice and consultation concerning legal issues and questions which arise during such meetings. Inform the Board of Directors with respect to new legal and legislative developments of significance.
 1. Attend monthly Board of Directors meetings in Fresno, CA
 2. Attend Board of Director's annual Education Day
 3. Attend weekly Professional Staff calls
 4. Attend periodic Committee meetings, as requested.
 5. Attend other meetings, as requested

- E. **Minutes.** Review drafts of the Board of Director's meetings and suggest appropriate modifications. Review the notes/deliverables of Committee meetings.
- F. **Appeals.** Advise and assist with the conduct of appeals requested by participants.
- G. **Day-to-Day Legal Questions.** Advise the Board of Directors, administrator, consultant(s), and other advisors and professional staff, where appropriate, concerning legal questions which arise in the course of the day-to-day administration of the Plan.
- H. **Written Opinions.** Research and draft opinions concerning legal issues which are complicated or problematic, as may be requested by the Board of Directors or by the Co-Chairs.
- I. **Governmental Reports and Forms.** Assist the Plan's administrator and other personnel, as may be requested, in the preparation and submission of government reports and forms.
- J. **Litigation.** Represent the Plan with respect to all claims and proceedings brought against it including litigation, arbitrations, and administrative agency proceedings, which arise out of Plan administration. It is recognized, however, that considering the nature or complexity of the particular claim or the existing time commitments of the law firm, it may be appropriate to assign such matters to outside litigation counsel, as the Board of Directors may approve. In such an event, the law firm's responsibility will be to monitor the activities of outside counsel and to serve as the liaison between the JHMB, Plan, and such counsel.
- K. **Legal Developments.** Monitor legal publications and analyze developing statutes, case law, and regulations which may affect the Plan.
- L. **Other Assignments.** Carry out such other activities or assignments as the Board of Directors or Co-Chairs may request.

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 3/1/2024 , and shall terminate on 2/28/2026. 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 at following rate of \$15,000 per month. Checks will be made payable to Kraw Law Group. 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.

Charges will be billed and identified by work performed so that activity for fees incurred can be reviewed. Legal services will be billed at the agreed upon retainer set forth in Paragraph 5 of the Agreement. Work performed outside of the retainer (litigation and special projects not outlined under Section 1) will be billed at an hourly rate. Contractor will not perform work outside the retainer without the express, prior consent of the JHMB. Those rates currently are as follows and are guaranteed for the term of this agreement:

Director/Of Counsel: \$550 /hr.
 Associates: \$395 / hr.
 Paralegal: \$210 / hr.
 Law Clerk: \$210 /hr.

Charges for out-of-pocket costs, such as messenger/courier costs, court reporter and court filing fees may be invoiced separately or together with statements for legal services rendered. Contractor will not bill District for telephone, facsimile or in-house copying services unless the charge is significant (for example, copying projects longer than 200 pages). Contractor will not bill for travel time or mileage for regularly scheduled meetings as outlined under Section 1.D.1, 2, and 3 of this Agreement, but anything outside of that Contractor would bill for time and mileage at current IRS rate. Contractor charges for travel time for litigation matters, specially called meetings, non-regularly scheduled meetings (such as those outlined under Section 1.D.4 and 5 of this Agreement), and any other special matter that would require Contractor's attendance.

6. Incidental Expenses:

☐ Yes (see below) ☒ No. Vendor initial here GMK

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 \$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 4 and 5a – 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. Contractor does 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.
11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon ninety (90) 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 13, 14, 18, 19, and 20; 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.

12. Data Reporting. Contractor agrees to prepare, maintain, and provide to District's agents, including Claremont Partners and its agents, reports and data that substantiates invoices, substantiates compliance with the performance measurements in Exhibit _____ of the Agreement, and as necessary to fulfill its obligations under Exhibit _____ of the Agreement, including detailed encounter level data and/or biometrics where available.
13. Transfer of Data. Following termination of the Agreement Contractor shall transfer all the District and participant data necessary to administer the plan to the successor legal counsel. Such data shall be transferred to the successor legal counsel 60 days prior to the effective date of termination. If the data transfer described in this Paragraph 13 is not completed by the deadline Contractor shall pay a late fee of \$500 per day each day until the data is provided.

Confidentiality

14. Confidential Information

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the District Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 14.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose

such information.

- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee 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.
- 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

15. **Indemnity.** Except for the negligence or willful misconduct of the District, its Board(s) (including JHMB), officers, employees, or agents, Kraw agrees to indemnify the District its Board(s)(including JHMB), officers, employees, or agents (collectively the "District"), from and against all suits and causes of action, claims, losses, demands and expenses incurred by the District, arising from damages or liability, for death or injury to any person, or damage or destruction of any property of third parties, arising by reason of the negligent acts or willful misconduct by Kraw in its performance of this Agreement. The indemnity obligation is expressly intended only to address common law tort liability, not professional liability (errors & omissions insurance coverage).
16. **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; and (3) Errors and Omissions Insurance with a policy limit of no less than \$5 million (\$5,000,000) dollars. 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 named as an additional insured on the policies by separate endorsement. 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.
17. **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 applicable taxes.
18. **Workers' Compensation Insurance.** Contractor agrees to provide all necessary workers' compensation insurance

for Contractor's employees, if any, at Contractor's own cost and expense.

Dispute Resolution

19. **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 Superior Court in Fresno, California.
20. **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.
21. **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.

Miscellaneous

22. **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

Contractor:
George M. Kraw, Kraw Law Group APC
605 Ellis Street, Suite 200
Mountain View, CA 94043

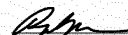
cc: Executive Officer
Payroll and Benefits Department
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

23. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
24. **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.
25. **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.
26. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.

27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. Business Associate Agreement. Attached as Exhibit A is a Business Associate Agreement which shall be executed by Contractor.
33. Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
34. 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.

DISTRICT

Fresno Unified School District


Patrick Jensen (Feb 22, 2024 15:57 PST)

Chief Financial Officer

Feb 22, 2024

Date:

CONTRACTOR

Kraw Law Group, APC


George M. Kraw, Director

Date:

1/23/2024

Approved As To Form:



Jan 26, 2024

Executive Director, Stacey Sandoval

Benefits and Risk Management

Business Associate Addendum

This Business Associate Addendum ("Addendum"), effective **March 1, 2024** regardless of the date executed, is incorporated into and made part of the Independent Contractor Service Agreement ("Agreement") by and between the Fresno Unified School District Employee Health Care Plan ("Covered Entity") and Kraw Law Group, APC ("Business Associate") (each a "Party" and collectively the "Parties").

The Parties hereby agree as follows:

I. Definitions

(a) Catch-all Definitions:

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Access, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Electronic Protected Health Information (ePHI), Health Care Operations, Individual, HITECH Act, Minimum Necessary, Notice of Privacy Practices, Privacy Rule, Protected Health Information (PHI), Required By Law, Secretary, Security Rule, Subcontractor, Unsecured Protected Health Information, and Use.

(b) **Breach.** Shall mean the unauthorized acquisition, Access, Use, or Disclosure of Unsecured PHI that compromises the security or privacy of such information. A Breach shall not include: (1) any unintentional acquisition, Access, or Use of PHI by a Workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, Access, or Use was made in good faith and within the scope of authority, and the PHI was not further acquired, Accessed, Used, or Disclosed; (2) any inadvertent Disclosure by a person who is authorized to access PHI at Covered Entity or Business Associate to another person authorized to Access PHI at the same entity, or at an organized health care arrangement in which Covered Entity participates, and the information received as a result of such disclosure is not further acquired, Accessed, Used, or Disclosed; or (3) a Disclosure of PHI where Covered Entity has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information

(c) **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean Kraw Law Group, APC

(d) **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the Fresno Unified School District Employee Health Care Plan.

(e) **Successful Security Incident.** "Successful Security Incident" shall mean a Security Incident that results in the unauthorized Access, Use, Disclosure, modification, or destruction of PHI.

(f) **Unsuccessful Security Incident.** "Unsuccessful Security Incident" shall mean a Security Incident that does not result in unauthorized Access, Use, Disclosure, modification, or destruction of PHI (including, for example, and not for limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses).

(g) Workforce. Shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for Covered Entity or Business Associate, are under the direct control of such entity, whether or not they are paid by Covered Entity or Business Associate.

II. Obligations and Activities of Business Associate

(a) Business Associate agrees to not Use or Disclose PHI other than as permitted or required by HIPAA, as amended by the HITECH Act, this Addendum, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) or as Required By Law. Business Associate also agrees to be familiar with and to comply with any more stringent state laws that may apply to the Use or Disclosure of PHI.

(b) Business Associate agrees to comply with the requirements of the Security Rule, and to implement and use appropriate administrative, physical and technical safeguards to:

- (i) Per the HITECH Act, 42 U.S.C. § 17931, comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.306, 164.308, 164.310, 164.312, and 164.316;
- (ii) Prevent Use or Disclosure of PHI other than as permitted or required by this Addendum; and
- (iii) Reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity.

(c) The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Unsuccessful Security Incidents. The foregoing notwithstanding, Business Associate shall, upon Covered Entity's written request, report to Covered Entity Unsuccessful Security Incidents in accordance with the reporting requirements herein. For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that: (a) identifies the categories of Unsuccessful Security Incidents; (b) indicates whether Business Associate believes its current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (c) if the security measures are not adequate, Business Associate will implement to address the security inadequacies.

(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI and ePHI by Business Associate in violation of the requirements of this Addendum.

(e) Business Associate shall use best efforts to secure PHI to make it unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued under 42 U.S.C. § 17932(h), and any regulation implemented thereunder.

(f) Business Associate agrees to, without unreasonable delay, and in no case later than forty-eight (48) hours of its awareness, report in writing to Covered Entity:

- (i) Any Successful Security Incident not provided for by this Agreement of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C); and/or
 - (ii) Any Successful Security Incident or Breach of Unsecured PHI of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C), 45 C.F.R. § 164.410, 45 C.F.R. § 164.504(e)(2)(ii)(C) and 42 U.S.C. § 17932(b).
- (g) Business Associate shall develop policies and procedures to both detect and report Breaches of PHI to Business Associate. Copies of such policies and procedures shall be made available to Covered Entity upon Covered Entity's request.
- (h) Business Associate shall, following the discovery of a Breach or any potential Breach of PHI, notify Covered Entity of such Breach or potential Breach (collectively "Breach").
- (i) Business Associate shall provide initial notice of the Breach no later than forty-eight (48) hours after the discovery of the Breach. A Breach shall be treated as discovered as of the first day on which the Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate.
 - (ii) The initial notice shall include, to the extent possible, the identification of each Individual whose PHI has been, or is reasonably believed by the Business Associate to have been, Accessed, Acquired, or Disclosed during such Breach. Business Associate shall make best efforts to collect and provide to Covered Entity as soon as possible any such information that Business Associate is unable to provide in the initial notice.
 - (iii) Business Associate shall, following notification to Covered Entity of a Breach of PHI, cooperate with Covered Entity in providing any and all information required for Covered Entity to comply with the Breach notification provisions of HITECH (42 U.S.C. § 17932), the implementing regulations set forth in Subpart D of the Privacy Rule (45 C.F.R. § 164.400 *et seq.*), any other state or federal applicable breach notification laws and regulations, and any other breach notification or obligation that may apply.
 - (iv) To the extent that Business Associate (or any of its Subcontractors or agents) is responsible for the occurrence of a Breach, Business Associate shall be responsible for any and all costs and expenses associated with the notification and mitigation of the Breach, whether implemented by Business Associate or Covered Entity.
 - (i) Business Associate agrees to require all of its Subcontractors and agents that create, receive, maintain, or transmit PHI to agree, in writing, to the same restrictions and conditions on the Use and/or Disclosure of PHI that apply to Business Associate; including but not limited to the extent that Business Associate provides ePHI to a Subcontractor or agent, it

shall require the Subcontractor or agent to implement reasonable and appropriate safeguards to protect the ePHI consistent with the requirements of this Addendum.

(j) Business Associate agrees to provide Covered Entity, or its designated agent, during regular business hours, with access to the records of Business Associate for the purpose of conducting Privacy Rule and Security Rule compliance audits or for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. For this purpose, Business Associate will make available internal practices, books, and records, including policies and procedures and PHI, relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, within thirty (30) days or as designated by the Secretary.

(k) Business Associate agrees to document Disclosures of PHI and information related to such Disclosures, and within thirty (30) days after receiving a written request from Covered Entity or an Individual, make available to Covered Entity or Individual, information necessary for Covered Entity to make an accounting of Disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528.

(l) Business Associate agrees, notwithstanding any other provision of this Addendum, in the event that Business Associate, in connection with the services under the Service Agreement, Uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall when and as directed by Covered Entity, make an accounting of Disclosures of PHI directly to an Individual within thirty (30) days, in accordance with the requirements for accounting for Disclosures made through an Electronic Health Record in HITECH Act 42 U.S.C. § 17935(c).

(m) Business Associate agrees to provide access, within thirty (30) days after receiving a written request from Covered Entity to PHI in a Designated Record Set about an Individual, to Covered Entity, sufficient to allow Covered Entity to comply with the requirements of 45 C.F.R. § 164.524.

(n) Business Associate agrees, notwithstanding any other provision of this Addendum, in the event that Business Associate, in connection with the services under the Service Agreement, Uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall provide an electronic copy of the PHI within thirty (30) days, to Covered Entity, sufficient to allow Covered Entity to comply with the HITECH Act, including, but not limited to, 42 U.S.C. § 17935(e).

(o) Business Associate agrees to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within thirty (30) days after a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI as directed by Covered Entity, all in accordance with 45 C.F.R. § 164.526.

(p) Business Associate agrees to request, Use and/or Disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure; provided, that Business Associate shall comply with the requirements of HIPAA, as amended by the HITECH Act, including but not limited to 42 U.S.C. § 17935(b), 45 C.F.R. 164.502(b), and 45 C.F.R. 164.514(d).

(q) Business Associate agrees to not directly or indirectly receive remuneration in exchange for any PHI as prohibited by HITECH Act 42 U.S.C. § 17935(d) and 45 C.F.R. 164.502(5)(ii).

(r) Business Associate agrees to not make or cause to be made any communication about a product or service that is prohibited by HITECH Act 42 U.S.C. § 17936(a).

(s) Business Associate agrees to not make or cause to be made any written fundraising communication that is prohibited by HITECH Act 42 U.S.C. § 17936(b).

(t) Business Associate agrees to accommodate reasonable requests by Individuals for confidential communications in accordance with 45 C.F.R. § 164.522(b).

(u) The Business Associate agrees to produce any record of the Covered Entity that is or may be subject to HIPAA to the U.S. Department Health and Human Services (HHS) in response to a request by the HHS.

(v) Business Associate agrees to notify Covered Entity of any Breach caused by any service provider of the Covered Entity within forty-eight (48) hours after Business Associate becomes aware of such Breach.

(w) In addition to any insurance Business Associate is required to maintain under the terms of the Agreement, Business Associate agrees to procure and maintain errors and omissions insurance and other liability insurance (i.e., Cyber Liability Insurance) in amounts as will be necessary to insure Business Associate against any and all claims arising out of its performance of its duties and obligations under this Addendum. Business Associate will provide Covered Entity with evidence of such coverage within sixty (60) days of this Addendum's effective date and, thereafter, at least annually, and at any other time upon request of the Covered Entity.

(x) Business Associate agrees to be familiar and comply with any record retention requirements applicable to either Business Associate or Covered Entity and contained in any federal or state law or regulation, including the Public Health Service Act.

(y) Upon the effective date of any amendment to the regulations or guidance promulgated by the Secretary with respect to Protected Health Information, the Privacy Rule, the Security Rule, HIPAA or the HITECH Act, this Addendum shall be deemed automatically amended such that the obligations imposed on Covered Entity and Business Associate Business remain in compliance with such regulations or guidance.

III. Permitted Uses and Disclosures of PHI by Business Associate

Unless otherwise limited in this Addendum, in addition to any other Uses and/or Disclosures permitted or required by the Agreement or this Addendum, PHI may be Used and/or Disclosed by Business Associate in order to:

(a) Make any and all Uses and Disclosures of PHI necessary to provide the services under the Agreement to Covered Entity;

(b) Report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(c) Disclose to Subcontractors and agents the PHI in its possession for its proper management and administration or to carry out the legal responsibilities of Business Associate, provided that any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that: (i) the information will be held confidentially and Used or further Disclosed only as Required by Law; (ii) the information will be Used only for

the purpose for which it was Disclosed to the third party; and (iii) the third party agrees without delay, and in no case later than twenty-four (24) hours, to report to Business Associate any Security Incident or Breach of Unsecured PHI of which Business Associate or agent becomes aware in accordance with 45 C.F.R. § 164.308(b), 45 C.F.R. § 164.314(a)(2)(C), 45 C.F.R. 164.410, 45 C.F.R. § 164.504(e)(2)(ii)(C) and 42 U.S.C. § 17932(b);

(d) Provide Data Aggregation services to Covered Entity in accordance with the Privacy Rule as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(e) De-identify any and all PHI received or created by Business Associate under this Addendum, which de-identified information shall not be subject to this Addendum and may be Used and Disclosed on Business Associate's own behalf, all in accordance with the de-identification requirements of the Privacy Rule 45 C.F.R. 164.514(a) – (c);

(f) Identify research projects conducted by Business Associate, its Affiliates or third parties for which PHI may be relevant; obtain on behalf of Covered Entity documentation of individual authorizations or an Institutional Review Board (as used in 45 C.F.R. Part 46) or privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1)(i) (each an "Authorization" or "Waiver") related to such projects; provide Covered Entity with copies of such Authorizations or Waivers, subject to confidentiality obligations ("Required Documentation"); and disclose PHI for such research provided that Business Associate does not receive Covered Entity's disapproval in writing within ten (10) days of Covered Entity's receipt of Required Documentation;

(g) Make PHI available for reviews preparatory to research and obtain and maintain written representations in accord with 45 C.F.R. § 164.512(i)(1)(ii) that the requested PHI is sought solely as necessary to prepare a research protocol or for similar purposes preparatory to research, that the PHI is necessary for the research, and that no PHI will be removed in the course of the review;

(h) Use the PHI to create a Limited Data Set ("LDS") in compliance with 45 C.F.R. § 164.514(e);

(i) Use and Disclose the LDS referenced in sub-section (h) solely for research or Public Health purposes; provided that, Business Associate shall (1) not Use or further Disclose the information other than as permitted by this sub-section (i) or as otherwise Required by Law; (2) use appropriate safeguards to prevent Use or Disclosure of the information other than as provided for by this sub-section (i); (3) report to Covered Entity any Use or Disclosure of the information not provided for by this sub-section (i) of which Business Associate becomes aware; (4) ensure that any agents, including a Subcontractor, to whom Business Associate provides the LDS agrees to the same restrictions and conditions that apply to Business Associate with respect to such information; and (5) not identify the information or contact the Individuals.

IV. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

(d) Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or Security Rule if done by Covered Entity.

(e) Electronic Data Interchange. The Business Associate agrees that if it (or any of its agents or Subcontractors) conducts electronic transmissions on behalf of the Covered Entity for which the Secretary has established a "standard transaction," the Business Associate (and such agents and Subcontractors) shall comply with the requirements of the Standards for Electronic Transactions under 45 CFR Parts 160 and 162.

V. Term and Termination

(a) Term. The Term of this Addendum shall be effective as of March 1, 2024 and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Covered Entity may terminate this Addendum if Covered Entity determines that there has been a material breach by Business Associate. Upon violation of a material term of this Addendum by Business Associate, Covered Entity may either:

- (i) Provide a ten (10) day opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the ten (10) day period, Covered Entity may terminate this Addendum and any other Agreement between Covered Entity and Business Associate pursuant to which Business Associate provides the Services to Covered Entity; or
- (ii) If Business Associate has breached a material term of this Addendum and cure is not, in Covered Entity's reasonable determination, possible, Covered Entity may immediately terminate this Addendum and the Agreement; or
- (iii) If neither termination nor cure are, in Covered Entity's sole determination, feasible, Covered Entity shall report the violation to the Secretary.
- (iv) Upon any breach of this Addendum that results in termination of this Addendum, Covered Entity shall have the right to terminate the Agreement and to pursue damages under the Agreement and this Addendum.

(c) Obligations of Business Associate Upon Termination. Except as provided in paragraph (i) below of this Section, upon termination of this Addendum for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. If Business Associate destroys PHI received from Covered Entity, Business Associate shall, upon request of Covered Entity, certify such destruction in writing to Covered Entity. The Business Associate shall obtain prior written approval from the Covered Entity prior to destroying any records of the Covered Entity. This provision shall also apply to PHI that is in the possession of Subcontractors or agents of Business Associate. Neither Business Associate nor any Subcontractor or agent of Business Associate shall retain copies of the PHI.

- (i) If Business Associate reasonably determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's written consent that return or destruction of PHI is infeasible, Business Associate may retain the PHI that is not feasible to return, for so long as it remains infeasible to return such PHI. In such event, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
- (ii) Termination of Business Associate Relationship. The Business Associate agrees to include in its agreements with any agents or Subcontractors that create, receive, maintain and/or transmit PHI, termination provisions corresponding to the terms set forth in this Section V.

(d) The provisions of this Section V shall survive termination of this Addendum.

VI. Miscellaneous

(a) Relationship of Parties. This Addendum shall not create nor be deemed to create any relationship between Covered Entity and Business Associate other than that of independent contractors contracting with each other solely for the purpose performing the agreement pursuant to which Business Associate provides services to Covered Entity. Business Associate is not an agent of Covered Entity. Neither Covered Entity nor Business Associate shall assume or be responsible for the acts, omissions, liabilities, debts, or other obligations of the other party, other than as specifically set forth in this Addendum and the Services Agreement pursuant to which Business Associate provides the services to Covered Entity.

(b) Entire Agreement. This Addendum sets forth the entire understanding and agreement between the Parties relating to the use and disclosure of PHI and shall be binding upon the Parties and their respective successors, heirs and assigns. All prior negotiations, agreements, and understandings regarding the Use and Disclosure of PHI are superseded hereby.

(c) Controlling Addendum. In the event that any provision of this Addendum conflicts with the Agreement with regard to compliance with HIPAA, this Addendum controls.

This Addendum supersedes any prior Addendum between the Parties relating to the same subject matter.

(d) Regulatory References. A reference in this Addendum to a section in the Privacy Rule, the Security Rule, HIPAA or the HITECH Act means the section as in effect or as amended.

(e) Amendment. This Addendum may not be amended or revised except with the written consent of the Parties. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule, HIPAA, or the HITECH Act.

(f) Ambiguities. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the requirements of HIPAA, HITECH, the HIPAA Regulations and any amendments thereto.

(g) Survival. Notwithstanding the expiration or termination of this Addendum for any reason, any provisions of this Addendum that imposes or contemplates continuing obligations on a Party, including, but not limited to Section V(c), shall survive the expiration or termination of this Addendum.

(h) Waiver. Any failure or delay by either Party in exercising any right under this Addendum shall not operate as a waiver of such Party's rights, nor shall any single or partial exercise of any right serve to preclude a subsequent exercise of such right.

(i) Attorneys' Fees and Costs. Except as otherwise specifically provided by law, all legal and other costs and expenses incurred in connection with this Addendum and the transactions contemplated hereby, including without limitation, legal and accounting fees, shall be paid by the Party incurring such expenses. In the event of any litigation or arbitration between the Parties respecting, relating to, resulting from, or arising out of this Addendum, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, whether or not any litigation proceeds to final judgment or determination.

(j) Choice of Law and Venue. This Addendum shall be construed and interpreted in accordance with the laws of the State of California in addition to any governing federal law. Any arbitration or other legal action between the Parties respecting, relating to, resulting from, or arising out of this Addendum shall be held or filed in either the state or federal courts in the State of California, County of Fresno.

(k) Notices. Any notice, demand, or request given in accordance with this Addendum shall be given by email; personal delivery; by messenger delivery; by facsimile transmission; by placing said notice in the United States mail, registered or first-class, postage pre-paid; or by sending such notice via an overnight courier service. Notice shall be deemed given when delivered to a Party, when the facsimile transmission occurs, or on the date when said notice is deposited in the United States mail, postage pre-paid.

Notice shall be given to the Covered Entity as follows:

Steven Shubin
Fresno Unified School District
Benefits & Risk Management

2309 Tulare Ave.
Fresno, CA. 93721
(559) 457-6227
Steven.Shubin@fresnounified.org

Notice shall be given to Business Associate as follows:

George Kraw
Kraw Law Group, APC
605 Ellis Street, Suite 200
Mountain View CA 94043
Phone: (650) 314-7814
Fax: (650) 314-7899
E-Mail: gkraw@kraw.com

(l) Indemnification. Business Associate acknowledges and understands that HITECH (including the rules and regulations thereunder) imposes direct responsibility on Business Associate for its conduct as a business associate and that Business Associate is subject to direct liability for both civil and criminal penalties for the violations of its Subcontractors. Business Associate shall indemnify, hold harmless and defend Covered Entity and Covered Entity's directors, officers, agents, and employees from and against any and all penalties, claims, losses, liabilities, costs and other expenses (including court costs and reasonable attorneys' fees) resulting from, or relating to, the acts or omissions of Business Associate or by its employees, directors, officers, Subcontractors, or agents in connection with the duties and obligations of Business Associate under this Addendum, including, without limitation, any reasonable expenses Covered Entity incurs relating in any way to a Breach caused by Business Associate or its subcontractors or agents. Any limitation of liability in the underlying Agreement shall not apply to the damages under this Section VI(l).

(m) Severability. Whenever possible, each provision of this Addendum shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Addendum shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Addendum, each of which shall continue to be valid and binding upon the Parties.

(n) Counterparts. This Addendum may be executed in counterparts which, taken together, shall constitute the whole of this Addendum between the Parties.

IN WITNESS WHEREOF, each of Covered Entity and Business Associate has executed in its name and on its behalf this Addendum effective as of the date first written above.

COVERED ENTITY

FUSD Employee Health Care Plan

By: 
Patrick Jensen (Feb 22, 2024 15:57 PST)

Print Name: Patrick Jensen

Print Title: Chief Financial Officer

Date: Feb 22, 2024

BUSINESS ASSOCIATE

Kraw Law Group, APC

By: 

Print Name: George M. Kraw

Print Title: Director

Date: 1/23/2024

Kraw Law Group, APC

Final Audit Report

2024-02-22

Created:	2024-02-22
By:	Florencia Ventura Rodriguez (floencia.venturarodriguez@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAADst1h0L7UGxYFf_BHRQkmvxm2Iti5RR3

"Kraw Law Group, APC" History

-  Document created by Florencia Ventura Rodriguez (floencia.venturarodriguez@fresnounified.org)
2024-02-22 - 11:16:56 PM GMT- IP address: 206.78.212.250
-  Document emailed to Patrick Jensen (patrick.jensen@fresnounified.org) for signature
2024-02-22 - 11:36:13 PM GMT
-  Document e-signed by Patrick Jensen (patrick.jensen@fresnounified.org)
Signature Date: 2024-02-22 - 11:57:01 PM GMT - Time Source: server- IP address: 206.78.213.130
-  Agreement completed.
2024-02-22 - 11:57:01 PM GMT

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 11, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Amendment No. 8 to the Agreement with MedImpact Healthcare Systems, Inc.

ITEM DESCRIPTION: Included in the Board material is amendment No. 8 to the agreement with MedImpact Healthcare Systems, Inc., formerly Elixir Rx Solutions, LLC, related to Prescription Benefit Management (PBM) services. MedImpact Healthcare Systems, Inc. currently provides PBM services for the district's active employees, early retirees, and their respective eligible dependents.

The Joint Health Management Board (JHMB) requested that MedImpact extend its contract by one year, accompanied by improved financial guarantees. JHMB was able to secure a \$2 million savings for the contract to be extended an additional year to December 31, 2027. The current contract is effective through December 31, 2026, and JHMB will have a full request for proposal (RFP) in 2027.

The proposed services are based on a per-member, per-month fee of \$0.40 for the calendar year, plus administrative fees. The annual cost for all MedImpact administrative services is estimated at \$100,000.

The services align with the JHMB's established goals and responsibilities for providing high-quality health care to active and retired employees.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$100,000 are available in the Internal Health Fund budget.

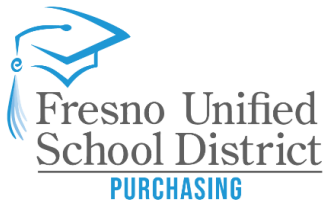
PREPARED BY: Steven Shubin

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

Contract Attached

Contract Number: 329317

Federal Funding Will Not Be Used

Medimpact Healthcare Systems Inc
Vendor Name

10181 Scripps Gateway Ct , San Diego, Ca, 92131
Address

8003614542

Devon Devine

Phone Number

Vendor Contact

Term (Duration) From: 1/1/2026

Through: 12/31/2027

FUSD Contract Administrator:
Steven.Shubin@fresnounified.org
Name

Benefits & Risk Management
Site/Dept

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

670 0841 0880 5854 0000 6000

Contract Amount: \$100,000.00

Estimated

Scope of Work Summary: *Amendment Eight To The Agreement With Medimpact Healthcare Systems, Inc., Formerly Elixir Rx Solutions, Llc, Related To Prescription Benefit Management (Pbm) Services. Medimpact Healthcare Systems, Inc. Currently Provides Pbm Services For The District'S Active Employees, Early Retirees, And Their Respective Eligible Dependents.*

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:**

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): 2/11/2026

Procurement Detail Benefits |



AMENDMENT NO. 8
to the
PHARMACY BENEFIT MANAGEMENT SERVICES
AGREEMENT
between
FRESNO UNIFIED SCHOOL DISTRICT
and
MEDIMPACT HEALTHCARE SYSTEMS, INC.

MedImpact Healthcare Systems, Inc.
10181 Scripps Gateway Court
San Diego, CA 92131
(858) 566-2727

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This document is **CONFIDENTIAL AND PROPRIETARY** to MedImpact and may not be reproduced,
transmitted, published, or disclosed to others without the prior written authorization of MedImpact.

This Amendment No. 8 (“Amendment”) is entered into and effective October 1, 2025 (“Effective Date”), by and between MedImpact Healthcare Systems, Inc. (“MedImpact”), a California corporation located at 10181 Scripps Gateway Court, San Diego, CA 92131, and Fresno Unified School District (“Client”), located at 2309 Tulare Street, Fresno, CA 93721.

WHEREAS, MedImpact and Client entered into that certain Pharmacy Benefit Management Services Agreement with an Effective Date of July 1, 2015, as amended (“Agreement”);

NOW THEREFORE, MedImpact and Client hereby agree to amend the Agreement as follows:

1. **Defined Terms.** Unless otherwise specifically defined herein, capitalized terms used in this Amendment shall have the meanings stated in the Agreement.
2. **Section 1 – Definitions.** Section 1 to the Agreement shall be amended to include a new Section 1.30 to read as follows:

1.30 340B Claim shall mean a Claim that is (a) identified as 340B with an SCC-20 code, (b) identified by the pharmaceutical manufacturer via an industry source such as 340b ESP (340bESP.com) as ineligible for Rebates due to 340B status, (c) distributed by a Participating Pharmacy that is owned by a 340B covered entity, or (d) identified by Client as 340B.
3. **Renewal Term.** Section 6.1 to the Agreement shall be deleted in its entirety and replaced with a new Section 6.1 to read as follows:

6.1 **Term.** The Services under this Agreement were implemented effective July 1, 2015 (“Implementation Date”) and continued through December 31, 2023 (“Initial Term”) and for one or more subsequent renewal terms (each a “Renewal Term”) continued through December 31, 2025. This Agreement shall now renew effective July 1, 2025, and shall continue through December 31, 2027, and may be terminated earlier or extended in accordance with the terms of this Article 6. The Initial Term and any Renewal Terms will be referred to as the “Term”.
4. **Section 10.21 – Use of Subcontractors.** The Agreement shall be amended to include a new Section 10.21 (“Use of Contractors”) to read as follows:

10.21 Use of Subcontractors. MedImpact may subcontract and/or have MedImpact affiliates perform MedImpact’s obligations as set forth herein. Such subcontractors shall be subject to the terms and conditions herein, including but not limited to, Section 7.2 (“Protected Health Information”). Any reference to a MedImpact system or process herein may include the system and/or process of a MedImpact subcontractor and/or affiliate.
5. **Fees and Financial Guarantees.** Exhibit 1 (“Fees and Financial Guarantees”) to the Agreement shall be deleted in its entirety and replaced with a new Exhibit 1 attached hereto and incorporated into the Agreement by reference.
6. **Headings.** The headings of Sections contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amendment.
7. **Entire Agreement.** Except as modified by this Amendment and to the extent not inconsistent therewith, all terms and conditions of the Agreement shall remain in full force and effect. This Amendment, the Agreement, and all exhibits, work orders, schedules, appendices, amendments and addenda thereto constitute the entire agreement of the parties with respect to the subject matter

contained therein and supersedes any and all prior agreements between the parties, whether oral or written, concerning the subject matter contained herein.

8. **Electronic Signatures.** This Agreement may be executed and delivered via e-mail or other electronic means, including by DocuSign, and upon such delivery the electronic signature(s) will be deemed to have the same effect as if the original signature had been delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized officers or agents as of the dates set forth below.

**MEDIMPACT HEALTHCARE
SYSTEMS, INC.**

DocuSigned by:

BY 9665509BA03544E...

Lisa Varrato
NAME

CCEO, Chief Client Experience Officer
TITLE

December 23, 2025
DATE

FRESNO UNIFIED SCHOOL DISTRICT

{{Sig_es_:signer4:signature}}
BY

Patrick Jensen
NAME

Chief Financial Officer
TITLE

{{Dte_es_:signer4:date}}
DATE

Approved As To Form:

{{Sig_es_:signer2:signature}}

Stacey Sandoval, Executive Director Risk Management

{{Dte_es_:signer2:date}}

Date

EXHIBIT 1
FEES AND FINANCIAL GUARANTEES *

Administrative Fee (Payable to MedImpact; not including fees payable to Plan Sponsor's TPAs, consultants, or brokers, if any)	
Contract Year 1/1/2026 through 12/31/2026 - \$0.40 Per Member, Per Month	
Contract Year 1/1/2027 through 12/31/2027 - \$0.40 Per Member, Per Month	
Pharmacy Management Fund**	
Client will receive a four dollar (\$4.00) per Member per year Pharmacy Management Fund (not to exceed \$282,000). Member count will be measured on 1/1/2026. Pharmacy Management Fund will be available through 12/31/2027.	
<i>Plan Sponsor may use this credit to offset eligible expenses including:</i>	
- Drug file access fee - File conversions requiring custom programming (on-going maintenance) - Prescriber panel or facility configuration - Customization of Consumer Portal - Custom communications including formulary notifications - Customization of MedImpact standard reports - Clinical programs approved by MedImpact - Onsite training	
<i>**Plan Sponsor shall request reimbursement from MedImpact in accordance with Section 4.7.</i>	
Fees for Additional Services and Miscellaneous Expenses	
1. Manually create or update the Eligibility File	\$1.00 per Covered Individual data entry
2. Custom Eligibility File layouts (accommodation or development)	\$1,000.00 per layout. Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.
3. Replacement by MedImpact of lost or stolen ID Cards	\$1.00 per card (individual) or \$2.00 per family plus \$0.15 per ID Card packet and cost of postage. Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.
4. Member Communications	Cost of production and postage
5. Custom Website	Quoted upon request. Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.
6. Standard Online Reporting User Access	Standard Online Reporting includes access for 10 active Plan Sponsor users and 1 consultant user. A licensing fee of \$1,200.00 would apply for each additional user.

7. Ad Hoc Computer or Report Programming	\$150 per hour for development of a non-standard report, with a minimum of \$500
8. Outgoing Data Transfer Files	\$250.00 per industry-standard file (non-industry standard file formats will be quoted upon request). Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.
9. Customized Formulary	\$75,000 per Formulary per Year. Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.
10. Coverage Determinations (including Clinical Prior Authorizations)	\$65.00 per request
11. Redeterminations (Internal Appeals)	\$125.00 per request
12. External Appeals including services of an Independent Review Organization (IRO)	Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing. 100% pass-through of costs incurred
13. Coverage Determinations – Pain Management (includes Opioid naïve patients, immediate release opioids before extended release opioids, and 200 mg per day cumulative Morphine Equivalent Dose (MED))	\$65.00 per request. Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.
14. Value Added Services – Pain Management (includes Retrospective Review - case management and enhanced opioid refill surveillance)	\$0.10 per Member, per month. Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.
15. e-Prescribing	\$0.30 per transaction, minimum of \$250.00 per month for member and drug eligibility verification through SureScripts hub
16. Claim Adjustment Checks (charged to Plan Sponsor for reimbursements made to Covered Individuals for Claim adjustments requested by Plan Sponsor.)	\$8.50 per check
17. Manual Claims Processing (including DMRs)	\$3.00 per Claim processed
18. Medicaid Subrogation Claim Adjudication	\$3.50 per Claim
19. Drug Therapy Care Gap Management	\$0.55 per Member, per month. Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.
20. Medication Adherence and Persistency (up to three disease states)	\$0.55 per Member, per month. Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.
21. Contract Termination Report Fees (Claims History, Prior Authorization Files, Open Refill Files (Mail and Specialty), Accumulator Files (deductible, out-of-pocket, etc.), and/or related participant data files (i.e. patient addresses, etc.)	\$5,000 for any or all of the identified reports if not using MedImpact standard files.

22. ControlTrakRx Retail Pharmacy Audit Program	80% of recoveries passed to Plan Sponsor. Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.
23. ControlTrakRx On-site pharmacy audit	\$1,500 per onsite audit ¹ . Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.
24. Run-Out Claims transmitted post termination	\$2.24 per Claim
25. MedImpact Assist® Cost Containment – Non-Specialty MedImpact Assist® Cost Containment– Non-Specialty MedImpact or its third party provider administers a non-specialty MAP. The program is designed to reduce both member out-of-pocket expenses and Client-responsibility amount for select brand name medications after the Benefit Plan coverage has been utilized. This program provides an adjusted Copayment based on the amount of assistance available from manufacturers. The program includes either: <u>Program will be mail order only:</u> Eligible Members' Claims for drugs on the program drug list will adjudicate, and the actual out-of-pocket expense after all manufacturer assistance amounts have been applied will be reported by the mail order pharmacy. Accumulator amount(s) will be adjusted, as applicable, based on the mail order pharmacy report.	15% of savings

Drug Pricing and Dispensing Fees

Supply/Source	BRAND		GENERIC	
For Contract Year 1/1/2026-12/31/2026 (based on 3 year Agreement)	Drug Price (Annual Average Effective Rate Guarantee)	Dispensing Fee (Annual Average Guarantee)	Drug Price (Annual Average Effective Rate Guarantee)	Dispensing Fee (Annual Average Guarantee)
30 Days' Supply at a Retail Pharmacy	AWP minus 20.00%	\$0.40	AWP minus 85.75%	\$0.40
84 Days' Supply (or greater) at a Retail Pharmacy (non-Mail Order)	AWP minus 25.10%	\$0.00	AWP minus 88.30%	\$0.00
Mail Order Pharmacy (84 Days' Supply or greater)	AWP minus 25.00%	\$0.00	AWP minus 89.30%	\$0.00
Specialty (MIDS)	AWP minus 20.10%	\$0.00	AWP minus 75.50%	\$0.00
Specialty Limited Distribution Drugs (LDD)	AWP minus 16.50% with no Dispensing Fee			
Specialty Drugs New To Market (NTM)	Annual Average Aggregate Guarantee:			

¹ Retail pharmacy audits and/or investigations are available only to MedImpact Plan Sponsors enrolled in the ControlTrakRx Retail Pharmacy Audit program.

	AWP minus 16.50% with no Dispensing Fee			
Supply/Source	BRAND		GENERIC	
For Contract Year 1/01/2027 – 12/31/2027	Drug Price (Annual Average Effective Rate Guarantee)	Dispensing Fee (Annual Average Guarantee)	Drug Price (Annual Average Effective Rate Guarantee)	Dispensing Fee (Annual Average Guarantee)
30 Days' Supply at a Retail Pharmacy	AWP minus 20.00%	\$0.40	AWP minus 85.90%	\$0.40
84 Days' Supply (or greater) at a Retail Pharmacy (non-Mail Order)	AWP minus 25.10%	\$0.00	AWP minus 88.45%	\$0.00
Mail Order Pharmacy (84 Days' Supply or greater)	AWP minus 25.00%	\$0.00	AWP minus 89.45%	\$0.00
Specialty (MIDS)	AWP minus 20.10%	\$0.00	AWP minus 75.50%	\$0.00
Specialty Limited Distribution Drugs (LDD)	AWP minus 16.50% with no Dispensing Fee			
Specialty Drugs New To Market (NTM)	Annual Average Aggregate Guarantee: AWP minus 16.50% with no Dispensing Fee			
For purposes of this Agreement the “Average Wholesale Price” or “AWP” means the average wholesale price of a Covered Drug indicated on the most current pricing file provided to MedImpact by Medi-Span® (or other applicable industry standard reference on which pricing hereunder is based) for the actual drug dispensed using the 11 digit National Drug Code (NDC) number provided by the dispensing pharmacy and applied to the actual quantity dispensed on the date of service. MedImpact uses a single source for determining AWP and updates the AWP source file at least once weekly.				
84 Days' supply or greater at retail pharmacy guarantees apply only if Plan Sponsor's Benefit Plan includes a 90 days' supply at retail benefit for the entire Contract Year.				
Plan Sponsor has elected through its MedImpact Benefit Plan that it is required to utilize the MedImpact Direct Specialty Pharmacy Program beginning on the Effective Date of this Agreement for specialty medications available through Specialty by Birdi; and Members accessing the pharmacy benefit through MedImpact are required to use the MedImpact Direct Specialty Pharmacy Program on the first fill.				
Choice Value Plus 90-Day Network includes Wal-Mart, Walgreens, Costco, select independents and select grocers. CVS and others are excluded.				
The reconciliation of these guarantees and any potential payout will be based on all included claims, regardless of member cost share percentage.				
Network Exclusions: The Annual Average Effective Rate and Annual Average Dispensing Fee is calculated using actual price paid by MedImpact to Participating Pharmacies in the designated Network, plus any Cost Share, (the Ingredient Cost) for all Claims for the applicable category above (including Claims paid at the U&C Price) during a Contract Year, excluding (1) compound drugs; (3) drugs dispensed at a non- MedImpact Direct Specialty Pharmacy Program Pharmacy; (4) claims dispensed by nonparticipating pharmacies, (5) claims dispensed by Long Term Care (LTC) pharmacies, (6) claims dispensed by Home Infusion pharmacies, or (7) claims dispensed by government owned or operated pharmacies (e.g. Veterans Administration); (8) claims paid at government required amounts (e.g. Medicaid Best Price mandated by dispensing pharmacy); (9) claims dispensed by pharmacies participating in 340B programs; (10) vaccines; (11) non-				

prescription drugs (including Over-The-Counter (OTC) drugs); (12) claims from any Plan Sponsor-owned (in-house) or affiliated pharmacy; (13) direct-member reimbursement (DMR) claims; and (14) subrogation claims.

The calculation is inclusive of the postage expense of Mail Order Claims. Should any United States Postal Service (USPS) or commercial carrier postage rate increase during the contract term, such increase will be passed through to Plan Sponsor via an equal increase to the Mail Order dispensing fee.

Annual Average Effective Rate and Annual Average Dispensing Fee Guarantee

Plan Sponsor acknowledges that the Annual Average Effective Rates and Annual Average Dispensing Fees specified in this Exhibit 1 are conditioned upon Plan Sponsor's adherence to certain conditions under this Agreement and that the actual Annual Average Effective Rates and Annual Average Dispensing Fees will also depend on Plan Sponsor's drug utilization and mix of Participating Pharmacies. Within four months after the end of each Contract Year, if the amounts paid by Plan Sponsor during the Contract Year for all Claims in any channel in Exhibit 1 with a specified rate are less favorable than the Annual Average Effective Rates and Average Dispensing Fees stated in Exhibit 1, MedImpact shall credit Plan Sponsor with the difference for that channel. For purposes of clarity, channels are defined as follows: (i) Retail (ii) Mail Order and (iii) Specialty. MedImpact shall not be liable to Plan Sponsor for shortfalls in guaranteed Annual Average Effective Rates or Annual Average Dispensing Fees to the extent caused by Plan Sponsor action if (i) Plan Sponsor makes a change to the Benefit Plan at any time (regardless of whether or not such change is required by law); (ii) the configuration of System edits is modified by Plan Sponsor; (iii) Plan Sponsor does not adhere to the Formulary; (iv) the utilization data provided by Plan Sponsor (or Plan Sponsor's agent) upon which the calculation of guarantees were based is inaccurate, incomplete; (v) there is a substantial change in drug utilization patterns of Covered Individuals; or (vi) Plan Sponsor terminates before completion of the applicable, full Contract Year. Plan Sponsor has no right of offset to withhold any payment due MedImpact under this Agreement for any amounts Plan Sponsor believes are owed by MedImpact for financial guarantees.

Annual Average Manufacturer Derived Revenue Guarantees

For Contract Year 7/01/2025 – 12/31/2025*:

- For 30 days' supply of Brand Drugs at a Retail Pharmacy - \$227.69 per paid Brand Drug Claim
- For 84 days' supply of Brand Drugs at a Retail Pharmacy - \$780.14 per paid Brand Drug Claim
- For 84 days' supply of Brand Drugs at Mail Order Pharmacy - \$662.48 per paid Brand Drug Claim
- For Specialty Brand Drugs at Specialty Pharmacy - \$4,679.32 per paid Specialty Brand Drug Claim

For Contract Year 01/01/2026 – 12/31/2026:

- For 30 days' supply of Brand Drugs at a Retail Pharmacy - \$243.63 per paid Brand Drug Claim
- For 84 days' supply of Brand Drugs at a Retail Pharmacy - \$834.75 per paid Brand Drug Claim
- For 84 days' supply of Brand Drugs at Mail Order Pharmacy - \$708.85 per paid Brand Drug Claim
- For Specialty Brand Drugs at Specialty Pharmacy - \$4,679.32 per paid Specialty Brand Drug Claim

For Contract Year 01/01/2027 – 12/31/2027:

- For 30 days' supply of Brand Drugs at a Retail Pharmacy - \$260.68 per paid Brand Drug Claim
- For 84 days' supply of Brand Drugs at a Retail Pharmacy - \$876.49 per paid Brand Drug Claim
- For 84 days' supply of Brand Drugs at Mail Order Pharmacy - \$822.27 per paid Brand Drug Claim
- For Specialty Brand Drugs at Specialty Pharmacy - \$4,749.51 per paid Specialty Brand Drug Claim

*Partial contract year Rebates will be blended with current contractual guarantees for 2025 annual reconciliation.

Rebate guarantees are based on use of MedImpact's Select Ex formulary with corresponding edit package and co-pay design.

Manufacturer Derived Revenue guarantees are stated as annual average amounts per Contract Year.

Guarantees require Plan Sponsor to maintain a Benefit Plan that has a tier structure with a minimum \$15 differential in Cost Share between preferred Brand Drugs and non-preferred Brand Drugs. Guarantees are contingent upon Plan Sponsor employing a Plan Sponsor-funded Benefit Plan design in which, in general, Plan Sponsor funds a minimum of fifty percent (50%) of the cost of the Covered Drug.

Guarantees are based on Claims data which may contain Hepatitis-C drugs. If significantly less (80% of current) Hepatitis-C utilization is realized from one Contract Year to the next, then MedImpact and Plan Sponsor will work in good faith to make an equitable adjustment to the Guarantees. Nothing in this footnote shall impact Section 3.2.1 (pass through to Plan Sponsor one hundred percent (100%) of all MDR earned and collected by Plan Sponsor in accordance with such terms). Any adjustments to Guarantees will be on a go-forward basis and retrospective adjustments to Guarantees will not be permitted.

MedImpact shall pay Plan Sponsor the Guaranteed Minimum Manufacturer Derived Revenue set forth in this Agreement for each eligible Claim submitted to MedImpact reduced by the aggregate difference between the Established Manufacturer Derived Revenue plus an Inflationary Factor, and the New Manufacturer Derived Revenue, for the Impacted Drugs affected by the American Rescue Plan Act of 2021.

- Manufacturer Derived Revenue Credit for Impacted Drugs = (Established Manufacturer Derived Revenue + Inflationary Factor) – New Manufacturer Derived Revenue.
- “Established Manufacturer Derived Revenue” is defined as the Manufacturer Derived Revenue for an impacted drug preceding the change in price of such drug.
- “Inflationary Factor” is defined as the weighted average year-over-year percentage WAC price increase of the applicable product category for the impacted drug.

“New Manufacturer Derived Revenue” is defined as the Manufacturer Derived Revenue for an Impacted Drug following the change in price of such drug. “Impacted Drug” is defined as Brand Product that has previously earned a Manufacturer Derived Revenue and has been subject to a WAC and/or rebate reduction between the Established Manufacturer Derived Revenue and the New Manufacturer Derived Revenue.

Plan Sponsor acknowledges that the annual average Manufacturer Derived Revenue guaranteed amounts specified in this Exhibit 1 are conditioned upon Plan Sponsor’s adherence to certain conditions under this Agreement:

(a) If the Manufacturer Derived Revenue advanced to Plan Sponsor for the Contract Year is, overall, lower than the overall Manufacturer Derived Revenue earned by Plan Sponsor for the Contract Year, MedImpact shall pay the difference to Plan Sponsor within thirty (30) days of report submission, after application of any additional offset allowed under this Agreement.

(b) If the Manufacturer Derived Revenue earned by Plan Sponsor for the Contract Year is, overall, lower than the annual average Manufacturer Derived Revenue guaranteed amounts specified above, in the aggregate, MedImpact shall pay the difference to Plan Sponsor, after application of any additional offset allowed under this Agreement.

Notwithstanding anything herein to the contrary, MedImpact shall not be liable to Plan Sponsor for any shortfall in guaranteed Manufacturer Derived Revenue if: (i) Plan Sponsor makes a change to the Benefit Plan at any time (regardless of whether or not such change is required by law); (ii) the configuration of System edits is modified by Plan Sponsor; (iii) Plan Sponsor does not adhere to the Formulary; (iv) the utilization data provided by Plan Sponsor (or Plan Sponsor’s agent) upon which the calculation of guarantees were based is inaccurate, incomplete; (v) there is a substantial change in drug utilization patterns of Covered Individuals; (vi) there is a loss of rebates due to pharmaceutical manufacturer drug patent expirations, manufacturer bankruptcy, or removal of a drug from the market; (vii) there are changes in pharmaceutical manufacturer rebate contracting terms or policies; (viii) Plan Sponsor’s Benefit Plan does not meet the conditions for rebates of pharmaceutical manufacturer contracts including market share rebates; (ix) if Plan Sponsor has been excluded by a manufacturer; (x) there is any governmental regulation, ruling, or guidance that impacts MedImpact’s ability to maintain current Manufacturer Derived Revenue yields; or (xi) Plan Sponsor terminates before completion of the applicable, Contract Year. To the extent that MedImpact liability is reduced pursuant to (i) – (xi) above, the reduction shall not exceed that actual financial impact from (i) – (xi).

Plan Sponsor has no right of offset to withhold any payment due MedImpact under this Agreement for any amounts Plan Sponsor believes are owed by MedImpact for financial guarantees. MedImpact agrees to pay any undisputed shortfalls or

monies owed that may be in dispute, payment of any undisputed amounts shall not waive the right of Plan Sponsor to collect disputed or additional amounts at a later date.

Manufacturer Derived Revenue in excess of the minimum Manufacturer Derived Revenue guarantees, in the aggregate, cannot be used to offset a shortfall on discount and/or dispensing fee guarantees, or vice-versa.

Manufacturer Derived Revenue shall include Price/Inflation Protection dollars received by MedImpact for pharmaceutical manufacturers and shall be passed through 100% to Plan Sponsor.

MedImpact may adjust Rebate guarantees if there is a change of more than ten (10%) percent in specialty volume during the Term of this Agreement as compared to Client's utilization prior to this Agreement.

Specialty guarantees are based on standard specialty drugs as identified on MedImpact's rebate standard specialty drug list.

Rebate Guarantees may be adjusted if Claims experience shows adverse selection of rebateable products resulting from use of alternate funding patient assistance programs or international sourcing.

Rebate guarantees are per federal legend Brand Drug as identified using Medi-Span indicators and MedImpact's standard policies for products that are approved by the U.S. Food and Drug Administration (FDA) in which federal or state law requires to be dispensed to the public on prescription of a licensed physician or other licensed provider.

Rebate guarantees are contingent upon Plan Sponsor employing a Plan Sponsor-funded plan design in which, in general, Plan Sponsor funds a minimum of 50% of the cost of the dispensed drug.

MedImpact understands that Plan Sponsor will be implementing International Sourcing program as early as 01/01/2026. Since medications filled outside of the U.S. cannot be submitted for Rebates, MedImpact reserves the right to adjust Rebate Guarantees once this program has been implemented and impact can be modeled.

Rebate Exclusions: Claims through any Plan Sponsor-owned, university, long term care or 340b pharmacies; Claims not eligible for Manufacturer Derived Revenue (vaccines, Compounds, Direct Member Reimbursement Claims, Claims fully funded by Members, authorized generics; Claims for Brand Drugs that are also available as Generic Drugs, appliances, devices, bandages, heat lamps, braces, splints, and artificial appliances, subrogation claims, Limited Distribution Drugs, health and beauty aids, cosmetics, and dietary supplements); OTC products (with the exception of diabetic testing strips, meters and medications); biosimilar drugs; Claims pursuant to 100% Member Copayment plan; secondary Claims, except if such Claims are eligible for Medicaid Supplemental rebates; Claims older than 180 days; Claims with invalid identifiers (e.g. pharmacy identifiers); Medicaid fee for-services Claims; Claims that are reversed or rejected; and Claims from any Plan Sponsor owned or affiliated pharmacy.

Additionally, in the event market factors outside of MedImpact's control cause brand name medications to become available as a generic, authorized generic, or biosimilar, or medications in which the manufacturer significantly reduces the price or discontinues the rebate or Client prefers a generic at a higher net cost than the brand, MedImpact may adjust the Rebate guarantees or apply a Rebate credit for Affected Products on annual true up upon mutual agreement.

Mail and specialty rebate guarantees are contingent upon the use of MedImpact for mail and specialty pharmacy. Guarantees may be adjusted if a different vendor is elected.

Rebate guarantees may be adjusted if Client implements non-standard programs or exception logic/edits outside the standard which negatively impact Rebates or formulary compliance by 5% annually. Changes with less than 5% of impact will be reviewed in aggregate may result in an adjustment to rebate guarantees.

Rebate guarantees may be adjusted if claims experience shows adverse selection of rebateable products resulting from use of alternate funding, patient assistance programs, or international sourcing programs.

In the event of a change in rebate strategies by pharmaceutical manufacturers, the following shall apply:

MedImpact will calculate the difference in rebate revenue on Affected Products ("Rebate Loss") as defined below. The Rebate Loss will be reduced by the difference in the value of rebate guarantees pre and post the change event. In the case

of biosimilars, the “Rebate Loss” will be the difference in earned rebate value for the reference product less the earned rebate value of the biosimilar, in which case the “Rebate Loss” shall be the “Rebate Credit.” The Rebate Credit will be included in the reconciliation of rebate guarantees and applied to any amounts due by MedImpact in connection with the rebate guarantees. The intent of the Rebate Credit is to make the impact to the rebate guarantees financially neutral due to Plan Sponsor’s access of clinically equivalent drugs with lower or no rebates available, and reduced cost of biosimilar Claims.

“Affected Products” shall mean (i) pharmaceutical products in which prices have been reduced and manufacturers have correspondingly adjusted their rebate strategies resulting in a reduction in rebates (e.g., in response to legislative action); or (ii) products for which manufacturers have eliminated rebates or (iii) government price negotiated drugs or (iv) any biosimilar product processed in place of the reference product.

Any deviations from the above criteria may result in alternative Rebate guarantees

**MedImpact agrees to discuss any MedImpact required changes to the pricing terms in good faith in response to the triggering conditions described in Exhibit 1 herein. MedImpact will be responsible to notify Plan Sponsor timely if and when this situation arises.*

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 11, 2024

AGENDA ITEM C-16

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Amendment No. 7 to the Agreement with MedImpact Healthcare Systems, Inc – G2

ITEM DESCRIPTION: Included in the Board binders is amendment No. 7 to the agreement with MedImpact Healthcare Systems, Inc., formerly Elixir Rx Solutions, LLC, related to Prescription Benefit management (PBM) services. MedImpact Healthcare Systems, Inc. currently provides PBM services for the district's active employees, early retirees, and their respective eligible dependents.

The Joint Health Management Board (JHMB) is in year two of its three-year agreement with MedImpact and sought to renegotiate pricing for the third year. In return for the renegotiation, JHMB extended the agreement to another year through December 31, 2026. A market check found potential savings of 17% over the two years, with pricing improvements of \$4.8 million for 2025 and \$5.6 million for 2026. MedImpact also agreed to an additional \$200,000 in funding for WellPath and other JHMB health programs.

The proposed services are based on a per member per month fee of \$0.40 for the calendar year and administrative fees. The annual cost for all MedImpact administrative services is estimated at \$100,000.

The services align with the Joint Health Management Board's established goals and responsibilities for providing high-quality health care to active and retired employees.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$100,000 are available in the Internal Service Health Fund budget.

PREPARED BY: Steven Shubin

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen

INTERIM SUPERINTENDENT APPROVAL:





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

Contract Routing Form

Contract Attached

Contract Number: 222911

Federal Funding Will Not Be Used

Medimpact Healthcare Systems, Inc.

10181 Scripps Gateway Court

Vendor Name

Address

(858) 566-2727

Scott Gonia

Phone Number

Vendor Contact

Term (Duration) From: 1/1/2025

Through: 12/31/2026

FUSD Contract Administrator:

Benefits & Risk Management

Steven.Shubin@fresnounified.org

Site/Dept

Name

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

670 0841 0880 0000 6000 5854

Contract Amount: \$100,000.00

Estimated

Scope of Work Summary: *Amendment Seven To The Agreement With Medimpact Healthcare Systems, Llc Formally Known As Elixir Rx Solutions, Llc, Related To Prescription Benefit Management (Pbm) Services.*

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:**

[Signature]

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

[Signature]
Patrick Jensen (Dec 12, 2024 09:46 PST)

Please return signed agreement back to (name/email) : *Christina.Everitt@Fresnounified.Org*

Routing: *Board Date(if applicable): 12/11/2024*



AMENDMENT NO. 7
to the
PHARMACY BENEFIT MANAGEMENT SERVICES
AGREEMENT
between
FRESNO UNIFIED SCHOOL DISTRICT
and
MEDIMPACT HEALTHCARE SYSTEMS, INC.

MedImpact Healthcare Systems, Inc.
10181 Scripps Gateway Court
San Diego, CA 92131
(858) 566-2727

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This Amendment No. 7 (this “Amendment”) is entered into and effective January 1, 2025, by and between MedImpact Healthcare Systems, Inc., a California corporation located at 10181 Scripps Gateway Court, San Diego, CA 92131, (“MedImpact”) the successor entity to Elixir Rx Solutions, LLC a wholly owned affiliate of Rite Aid Corporation, and Fresno Unified School District (“Plan Sponsor”), a California School District located at 2309 Tulare Street, Fresno, CA 93721.

WHEREAS, Elixir Rx Solutions, LLC (formerly Envision Pharmaceutical Services, LLC) entered into a Pharmacy Benefit Management Services Agreement with (“Plan Sponsor”) effective July 1, 2015 (“Agreement”);

WHEREAS, the Agreement was acquired by and assigned to MedImpact Healthcare Systems, Inc. pursuant to proceedings in the U.S. Bankruptcy Court, District of New Jersey, Case No. 23-18993 (the “Assignment”);

WHEREAS, the parties desire to amend the Agreement to memorialize the change in name from Elixir Rx Solutions, LLC to MedImpact Healthcare Solutions, Inc. in accordance with the above Assignment.

WHEREAS, the parties desire to update and amend the Agreement pursuant to the terms and conditions as set forth below.

NOW THEREFORE, the parties agree as follows:

1. **Name Change.** Effective February 1, 2024 to ensure correct identification of the parties under the Agreement, all references to Elixir Rx Solutions, LLC in the Agreement and any amendments thereto shall be replaced with MedImpact Healthcare Systems, Inc.
2. **Notices to MedImpact** Notices “If To Elixir” set forth in the Agreement shall be deleted in its entirety and replaced with the following:

To MedImpact: Attn: C.E.O.
MedImpact Healthcare Systems, Inc.
10181 Scripps Gateway Court
San Diego, CA 92131

With a copy to: Senior VP, Corporate Services and General Counsel at the same address

To 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 93721

3. **Headings.** The headings of Sections contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amendment.
4. **Entire Agreement.** Except as modified by this Amendment and to the extent not inconsistent therewith, all terms and conditions of the Agreement, as previously amended, shall remain in full force and effect. This Amendment, the Agreement, and all exhibits, work orders, schedules, appendices, amendments and addenda thereto constitute the entire agreement of the parties with respect to the subject matter contained therein and supersedes any and all prior agreements between the parties, whether oral or written, concerning the subject matter contained herein.
5. **Facsimile.** This Amendment may be executed and delivered by facsimile sent via email and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.
6. Section 1.18 of the Agreement shall be deleted in its entirety and replaced with the following:
 - 1.18 “Mail Order Pharmacy” means a licensed pharmacy authorized to provide mail order pharmacy services.
7. Section 1.28 of the Agreement shall be deleted in its entirety and replaced with the following:
 - 1.28 “Specialty Pharmacy” means a licensed pharmacy that dispenses Specialty Drugs and ancillary supplies.
8. Section 8.3 of the Agreement shall be deleted in its entirety and replaced with the following:
 - 8.3 Limitation of Liability: Except in the case of fraud, the rights of the parties hereto for indemnification relating to this Agreement or the transactions contemplated hereby shall be strictly limited to those contained in this Section 8, and such indemnification rights shall be the exclusive remedies of the parties with respect to any matter arising under or in connection with this Agreement. Notwithstanding the indemnification obligations set forth above (i) each party's liability to the other hereunder will in no event exceed the actual proximate losses or damages caused by breach of this Agreement; and (ii) in no event will either party or any of their respective affiliates, directors, employees or agents, be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, or any damages for lost profits relating to a relationship with a third party, however caused or arising, whether or not they have been informed of the possibility of their occurrence. IN NO EVENT SHALL EITHER PARTY OR ANY AFFILIATE OF EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THIS AGREEMENT OR BREACH HEREOF, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. MEDIMPACT'S LIABILITY TO PLAN SPONSOR OR ANY AFFILIATE OF PLAN SPONSOR UNDER THIS AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL PER MEMBER PER MONTH ADMINISTRATION FEE PAID TO MEDIMPACT BY PLAN SPONSOR FOR THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM IS ASSERTED. Further, neither MedImpact nor any affiliate of MedImpact will be liable for any claim asserted by Plan Sponsor more than thirty (30) days after Plan Sponsor is or reasonably should have been aware of such claim. In addition, in no event will MedImpact or any affiliate of MedImpact be liable for any claim asserted by Plan Sponsor more than twelve (12) months after the event giving rise to the claim.

9. Section 10.9 of the Agreement shall be deleted in its entirety and replaced with the following:

10.9 Change in Law or Practice. If there is an amendment, addition, deletion, or other change, or change in interpretation thereof, in Laws, or any government, judicial, or legal action, or any drug industry practice, or any policy, underwriting, benefit change, or management practice of a regulatory body, accreditation agency, or Plan Sponsor that, among other things, materially burdens MedImpact or materially alters MedImpact's rights and/or obligations hereunder, requires MedImpact to increase or decrease payments or shorten payment times to Participating Pharmacies, or materially changes the scope of services hereunder ("Change in Law"), then there shall be an appropriate modification of the services, reimbursement rates and/or Dispensing Fees, Claims Processing Fees, other administrative fees, Rebates, and/or financial guarantees, as applicable to this Agreement, hereunder to preserve each party's anticipated economic benefits under this Agreement.

10. Section 10.13.2 of the Agreement shall be deleted in its entirety and replaced with the following:

10.13.2 Arbitration. Any and all disputes, controversies, or claims and/or counterclaims (including without limitation tort claims, requests for provisional remedies or other interim relief, and issues as to arbitrability of any matter) arising out of, in connection with, or relating to this Agreement, or the breach thereof, that cannot be settled through negotiation by the parties shall be settled by arbitration. Either party may commence an action for arbitration to be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and pursuant to the California Arbitration Act. The parties agree that the Expedited Procedures set forth in JAMS Comprehensive Rules 16.1 and 16.2 shall be employed. Absent a showing of compelling need, there shall be no discovery, including electronic discovery, afforded to either party; provided, however, at least thirty (30) days prior to the hearing, each party shall provide the arbitrator and the other party all documents such party intends to use at the hearing and a list of the witnesses they intend to offer, along with a description of the subject matter of their testimony. In the event of requests for electronic discovery, the arbitrator shall either deny such requests or order disclosure on condition that the requesting party advance the reasonable cost of production to the other side. The arbitration shall be held in Fresno, California ~~party~~ before a single arbitrator and commence within sixty (60) days of the appointment of the arbitrator by JAMS. The expenses of the arbitration, including reasonable attorney's fees, will be paid for by the party against whom the award of the arbitrator is rendered, and the arbitrator will be authorized to determine the identity of the party against whom the award of the arbitrator is rendered. Arbitration provisions of this Section 10.21 shall be the sole and exclusive method of handling any and all disputes; provided, however, that neither party shall be precluded from seeking or receiving injunctive relief.

11. Section 10.15 of the Agreement shall be deleted in its entirety and replaced with the following:

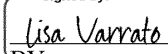
10.15 Force Majeure: Except for payment obligations set forth in this Agreement, the obligations of the parties hereunder shall be suspended to the extent that all or part of this Agreement cannot be performed due to causes which are outside the reasonable control of a party and could not be avoided by the exercise of due care, including but not limited to acts of God, acts of a public enemy, acts of a sovereign nation or any state or political subdivision or any department or regulatory agency thereof or entity created thereby, acts of any person engaged in a subversive or terrorist activity or sabotage, fires, floods, earthquakes, explosions, strikes, slow-downs, lockouts or labor stoppage, freight embargoes, failures or fluctuations in electrical power or telecommunications equipment, epidemics, pandemics or outbreak of communicable disease (whether arising from known or unknown pathogens), government imposed quarantines, national or regional declared state of emergencies, or by any enforceable Law, regulation, or order. As soon as the force majeure conditions cease, the parties shall resume their respective obligations as set forth under this Agreement.

12. Exhibit 1 of the Agreement shall be deleted in its entirety and replaced with Exhibit 1 set forth below.
13. All other terms and provisions of the Agreement not modified by this Amendment or any other amendments of addenda shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized officers or agents as of the dates set forth below.

**MEDIMPACT HEALTHCARE
SYSTEMS, INC.**

**DISTRICT
FRESNO UNIFIED SCHOOL DISTRICT**

Signed by:

BY 6F9EFB6A6F7047B...


Patrick Jensen (Dec 12, 2024 09:46 PST)
BY

Lisa Varrato
Chief Client Experience Officer

Patrick Jensen, Chief Financial Officer
NAME

September 10, 2024
DATE

Dec 12, 2024
DATE

Approved As To Form:


Stacey Sandoval
Executive Director, Benefits and Risk Management

Dec 3, 2024

EXHIBIT 1
FEES AND FINANCIAL GUARANTEES *

Administrative Fee (Payable to MedImpact; not including fees payable to Plan Sponsor's TPAs, consultants, or brokers, if any)	
\$0.40 Per Member, Per Month	
Pharmacy Management Fund**	
Up to \$165,000 measured on 1/1/2025 and available through 12/31/2026 <i>Plan Sponsor may use this credit to offset eligible expenses including:</i> - <i>Programming for Customization</i> - <i>Design and Implementation of Clinical or other Programs</i> - <i>Communications</i> - <i>Expenses Related to Staff Education and Industry Conference Attendance</i> - <i>Auditing</i> - <i>Data Integration and Analytics</i> - <i>Consulting Fees</i> - <i>Engagement of Relevant Vendors that Impact Pharmacy Program Strategy and Results</i> <i>**Plan Sponsor shall request reimbursement from Elixir in accordance with Section 4.7.</i>	
Fees for Additional Services and Miscellaneous Expenses	
1. Manually create or update the Eligibility File	\$1.00 per Covered Individual data entry
2. Custom Eligibility File layouts (accommodation or development)	\$1,000.00 per layout. Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.
3. Replacement by MedImpact of lost or stolen ID Cards	\$1.00 per card (individual) or \$2.00 per family plus \$0.15 per ID Card packet and cost of postage. Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.
4. Member Communications	Cost of production and postage
5. Custom Website	Quoted upon request. Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.
6. Standard Online Reporting User Access	Standard Online Reporting includes access for 10 active Plan Sponsor users and 1 consultant user. A licensing fee of \$1,200.00 would apply for each additional user.
7. Ad Hoc Computer or Report Programming	\$150 per hour for development of a non-standard report, with a minimum of \$500
8. Outgoing Data Transfer Files	\$250.00 per industry-standard file

	(non-industry standard file formats will be quoted upon request). Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.
9. Customized Formulary	\$75,000 per Formulary per Year. Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.
10. Coverage Determinations (including Clinical Prior Authorizations)	\$65.00 per request
11. Redeterminations (Internal Appeals)	\$125.00 per request
12. External Appeals including services of an Independent Review Organization (IRO)	Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing. 100% pass-through of costs incurred
13. Coverage Determinations – Pain Management (includes Opioid naïve patients, immediate release opioids before extended release opioids, and 200 mg per day cumulative Morphine Equivalent Dose (MED))	\$65.00 per request. Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.
14. Value Added Services – Pain Management (includes Retrospective Review - case management and enhanced opioid refill surveillance)	\$0.10 per Member, per month. Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.
15. e-Prescribing	\$0.30 per transaction, minimum of \$250.00 per month for member and drug eligibility verification through SureScripts hub
16. Claim Adjustment Checks (charged to Plan Sponsor for reimbursements made to Covered Individuals for Claim adjustments requested by Plan Sponsor.)	\$8.50 per check
17. Manual Claims Processing (including DMRs)	\$3.00 per Claim processed
18. Medicaid Subrogation Claim Adjudication	\$3.50 per Claim
19. Drug Therapy Care Gap Management	\$0.55 per Member, per month. Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.
20. Medication Adherence and Persistency (up to three disease states)	\$0.55 per Member, per month. Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.
21. Contract Termination Report Fees (Claims History, Prior Authorization Files, Open Refill Files (Mail and Specialty), Accumulator Files (deductible, out-of-pocket, etc.), and/or related participant data files (i.e. patient addresses, etc.)	\$5,000 for any or all of the identified reports if not using MedImpact standard files.

22. ControlTrakRx Retail Pharmacy Audit Program			80% of recoveries passed to Plan Sponsor. Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.	
23. ControlTrakRx On-site pharmacy audit			\$1,500 per onsite audit ¹ . Plan Sponsor does not currently use. Any future use shall be authorized by Plan Sponsor in writing.	
24. Run-Out Claims transmitted post termination			\$2.24 per Claim	
Drug Pricing and Dispensing Fees ^(A)				
Supply/Source	BRAND		GENERIC	
For Contract Year 2025 (January 1, 2025- December 31, 2025)	Drug Price ^{(B)(C)} (Annual Average Effective Rate Guarantee)	Dispensing Fee ^(C) (Annual Average Guarantee)	Drug Price ^{(B)(C)} (Annual Average Effective Rate Guarantee)	Dispensing Fee ^(C) (Annual Average Guarantee)
Retail Pharmacy (30 Days’ Supply)	AWP minus 19.80%	\$0.45	AWP minus 85.50%	\$0.45
Retail Pharmacy (84 Days’ Supply or greater) (non-Mail Order) ^(D)	AWP minus 25.00%	\$0.00	AWP minus 88.00%	\$0.00
Mail Order Pharmacy (84 Days’ Supply or greater) ^(F)	AWP minus 25.00%	\$0.00	AWP minus 89.00%	\$0.00
Specialty Drugs Dispensed At Retail Pharmacy	Pass Through of Ingredient Cost and Dispense Fee Reimbursed to Pharmacy (These claims will be included in the Retail Discount Guarantees)			
Specialty Drugs Dispensed at Specialty Pharmacy ^(E)	Priced per MedImpact Specialty Drug List Annual Average Aggregate Guarantee: AWP minus 20.00% with no Dispensing Fee		Priced per MedImpact Specialty Drug List Annual Average Aggregate Guarantee: AWP minus 55.50% with no Dispensing Fee	
Limited Distribution Drugs	Annual Average Aggregate Guarantee: AWP minus 16.00% with no Dispensing Fee			
Supply/Source	BRAND		GENERIC	

¹ Retail pharmacy audits and/or investigations are available only to MedImpact Plan Sponsors enrolled in the ControlTrakRx Retail Pharmacy Audit program.

For Contract Year 2026 (January 1, 2026- December 31, 2026)	Drug Price ^{(B)(C)} (Annual Average Effective Rate Guarantee)	Dispensing Fee ^(C) (Annual Average Guarantee)	Drug Price ^{(B)(C)} (Annual Average Effective Rate Guarantee)	Dispensing Fee ^(C) (Annual Average Guarantee)
Retail Pharmacy (30 Days' Supply)	AWP minus 19.90%	\$0.45	AWP minus 85.65%	\$0.45
Retail Pharmacy (84 Days' Supply or greater) (non-Mail Order) ^(D)	AWP minus 25.10%	\$0.00	AWP minus 88.15%	\$0.00
Mail Order Pharmacy (84 Days' Supply or greater) ^(F)	AWP minus 25.00%	\$0.00	AWP minus 89.15%	\$0.00
Specialty Drugs Dispensed At Retail Pharmacy	Pass Through of Ingredient Cost and Dispense Fee Reimbursed to Pharmacy (These claims will be included in the Retail Discount Guarantees)			
Specialty Drugs Dispensed at Specialty Pharmacy ^(E)	Priced per MedImpact Specialty Drug List Annual Average Aggregate Guarantee: AWP minus 20.10% with no Dispensing Fee		Priced per MedImpact Specialty Drug List Annual Average Aggregate Guarantee: AWP minus 55.65% with no Dispensing Fee	
Limited Distribution Drugs	Annual Average Aggregate Guarantee: AWP minus 16.00% with no Dispensing Fee			
^(A) For purposes of this Agreement the “Average Wholesale Price” or “AWP” means the average wholesale price of a Covered Drug indicated on the most current pricing file provided to MedImpact by Medi-Span® (or other applicable industry standard reference on which pricing hereunder is based) for the actual drug dispensed using the 11 digit National Drug Code (NDC) number provided by the dispensing pharmacy and applied to the actual quantity dispensed on the date of service. MedImpact uses a single source for determining AWP and updates the AWP source file at least once weekly.				
^(B) Minimum Generic Effective Rate Guarantees for retail, retail-90 and mail-order claims shall be defined as follows: The formula for these guarantees will be 1-(Aggregate Discounted Ingredient Cost/Aggregate Undiscounted AWP) a) Aggregate Discounted Ingredient Cost before the application of any member payments will be used in this calculation. Member payments include, but are not limited to, copayment, coinsurance, selection penalties, or other member paid amounts. b) Dispensing Fees will not be included in the Aggregate Discounted Ingredient Cost. c) Manufacturer Derived Revenue will not be included in the Aggregate Discounted Ingredient Cost.				

- d) Both the Aggregate Discounted Ingredient Cost and Aggregate Undiscounted AWP will be based on the date of service of each claim.
- e) Aggregate Undiscounted AWP will be the AWP of the 11-digit NDC of the product dispensed, and in no event shall Average AWP be used.
- f) All single-source and multi-source generic products will be included in the guarantee.
- g) Claims paid 100% by member cost share will be included in the calculation at the applicable Discounted Ingredient Cost paid by the member. No adjustment shall be made to amounts due under this guarantee based on claims that are funded 100% by the member.
- h) Only (1) compound drugs; (2) Limited Distribution Drugs; (3) drugs dispensed at a non-MedImpact Direct Specialty Pharmacy Program pharmacy; (4) claims dispensed by non-participating pharmacies, (5) claims dispensed by Long Term Care (LTC) pharmacies, (6) claims dispensed by Home Infusion pharmacies, or (7) claims dispensed by government owned or operated pharmacies (e.g. Veterans Administration); (8) claims paid at government required amounts (e.g. Medicaid Best Price mandated by dispensing pharmacy); (9) claims dispensed by pharmacies participating in 340B programs; (10) vaccines; (11) non-prescription drugs (including Over-The-Counter (OTC) drugs); (12) claims from any Plan Sponsor-owned (in-house) or affiliated pharmacy; (13) direct-member reimbursement (DMR) claims; and (14) subrogation claims shall be excluded from the discount calculation.
- i) Specialty products dispensed through any pharmacy other than an MedImpact Direct Specialty Pharmacy Program pharmacy will be included in the retail guarantee, except for Limited Distribution Drugs.
- j) Brand claims with member selection ancillary charges will be included in the guarantee at the applicable ingredient cost before member cost share.
- k) Guarantees represent annual averages for each Contract Year. MedImpact is not liable for partial Contract Years.

Minimum Brand Effective Rate Guarantees for retail, retail-90 and mail-order claims shall be defined as follows:

The formula for these guarantees will be $1 - (\text{Aggregate Discounted Ingredient Cost} / \text{Aggregate Undiscounted AWP})$

- l) Aggregate Discounted Ingredient Cost before the application of any member payments will be used in this calculation. Member payments include, but are not limited to, copayment, coinsurance, selection penalties, or other member paid amounts.
- m) Dispensing Fees will not be included in the Aggregate Discounted Ingredient Cost.
- n) Manufacturer Derived Revenue will not be included in the Aggregate Discounted Ingredient Cost.
- o) Both the Aggregate Discounted Ingredient Cost and Aggregate Undiscounted AWP will be based on the date of service of each claim.
- p) Aggregate Undiscounted AWP will be the AWP of the 11-digit NDC of the product dispensed, and in no event shall Average AWP be used.
- q) All single-source and multi-source brand products will be included in the guarantee, with the exception of DAW-5 claims.
- r) Claims paid 100% by member cost share will be included in the calculation at the applicable Discounted Ingredient Cost paid by the member. No adjustment shall be made to amounts due under this guarantee based on claims that are funded 100% by the member.
- s) Only (1) compound drugs; (2) Limited Distribution Drugs; (3) drugs dispensed at a non-MedImpact Direct Specialty Pharmacy Program Pharmacy; (4) claims dispensed by non-

participating pharmacies, (5) claims dispensed by Long Term Care (LTC) pharmacies, (6) claims dispensed by Home Infusion pharmacies, or (7) claims dispensed by government owned or operated pharmacies (e.g. Veterans Administration); (8) claims paid at government required amounts (e.g. Medicaid Best Price mandated by dispensing pharmacy); (9) claims dispensed by pharmacies participating in 340B programs; (10) vaccines; (11) non-prescription drugs (however, Over-The-Counter (OTC) drugs are included); (12) claims from any Plan Sponsor-owned (in-house) or affiliated pharmacy; (13) direct-member reimbursement (DMR) claims; and (14) subrogation claims shall be excluded from the discount calculation.

- t) Specialty products dispensed through any pharmacy other than an MedImpact Direct Specialty Pharmacy Program Pharmacy will be included in the retail guarantee, except for Limited Distribution Drugs.
- u) Brand claims with member selection ancillary charges will be included in the guarantee at the applicable ingredient cost before member cost share.
- v) Guarantees represent annual averages for each Contract Year. MedImpact is not liable for partial Contract Years.

Maximum Brand and Generic Aggregate Dispensing Fee Guarantees for retail, retail-90 and mail-order claims shall be defined as follows:

The formula for this guarantee will be Aggregate Dispensing Fees of applicable claims/Total number of applicable claims.

- w) Aggregate Dispensing Fees will be the total of all dispensing fees charged on applicable claims before the application of any member payments will be used in this calculation. Member payments include, but are not limited to, copayment, coinsurance, selection penalties, or other member paid amounts.
- x) Brand and Generic classification of claims shall be consistent with the classification of the Minimum Effective Discount Rate Guarantees.
- y) Only compounds, direct member reimbursement claims, secondary payor COB claims, Claims from non-Participating Pharmacies, LTC pharmacies, home infusion or government owned or operated pharmacies (e.g. Veterans Administration), Claims paid at government required amounts (e.g. Medicaid), Claims priced to Plan Sponsor at the 340B price, vaccines, Limited Distribution Drugs, Claims from any Plan Sponsor owned or affiliated pharmacy which is not a Participating Pharmacy and defined specialty products dispensed through the designated specialty pharmacy shall be excluded from the discount calculation.
- z) OTC claims will be included in the guarantee.
- aa) Specialty products dispensed through any pharmacy other than an MedImpact Direct Specialty Pharmacy Program Pharmacy will be included in the retail guarantee, except for Limited Distribution Drugs.
- bb) Guarantees represent annual averages for each Contract Year. MedImpact is not liable for partial Contract Years.

The reconciliation of these guarantees and any potential subsequent payout will be based on ALL included claims, regardless of member cost share percentage.

(C) The Annual Average Effective Rate and Annual Average Dispensing Fee is calculated using actual price paid by MedImpact to Participating Pharmacies in the designated Network, plus any Cost Share, (the Ingredient Cost) for all Claims for the applicable category above (including Claims paid at the U&C Price) during a Contract Year, excluding (1) compound drugs; (2) Limited Distribution Drugs; (3) drugs dispensed

at a non- MedImpact Direct Specialty Pharmacy Program Pharmacy; (4) claims dispensed by non-participating pharmacies, (5) claims dispensed by Long Term Care (LTC) pharmacies, (6) claims dispensed by Home Infusion pharmacies, or (7) claims dispensed by government owned or operated pharmacies (e.g. Veterans Administration); (8) claims paid at government required amounts (e.g. Medicaid Best Price mandated by dispensing pharmacy); (9) claims dispensed by pharmacies participating in 340B programs; (10) vaccines; (11) non-prescription drugs (including Over-The-Counter (OTC) drugs); (12) claims from any Plan Sponsor-owned (in-house) or affiliated pharmacy; (13) direct-member reimbursement (DMR) claims; and (14) subrogation claims.

^(D) 84 Days' supply or greater (Retail 90) at retail pharmacy guarantees apply only if Plan Sponsor's Benefit Plan includes a 90 days' supply at retail benefit for the entire Contract Year. Retail 90 is fulfilled through MedImpact's Rx90 network, which is restricted to Walgreens, Rite Aid, and Costco retail locations. Plan Sponsor has elected through its Benefit Plan that it is required to utilize the MedImpact Direct Specialty Pharmacy Program beginning on the Effective Date of this Agreement on the first fill; and Members are required to use the Elixir Specialty Pharmacy. Specialty Drugs dispensed at the Specialty Pharmacy will be included in the Annual Average Aggregate Effective Rate Guarantee for Specialty Drugs dispensed at the Specialty Pharmacy. For all other purposes, Specialty Drugs are excluded from all Effective Rate Guarantees.

^(E) In no event will the MedImpact Retail Pharmacy Program or MedImpact Direct Mail Order Pharmacy Program pricing terms specified in the Agreement, including, but not limited to, the Annual Average Effective Rate and Annual Average Dispensing Fee estimates, apply to Specialty Drugs dispensed at a Specialty Pharmacy

^(F) The calculation is inclusive of the postage expense of Mail Order Claims. Should any United States Postal Service (USPS) or commercial carrier postage rate increase during the contract term, such increase will be passed through to Plan Sponsor via an equal increase to the Mail Order dispensing fee.

Annual Average Effective Rate and Annual Average Dispensing Fee Guarantee

Plan Sponsor acknowledges that the Annual Average Effective Rates and Annual Average Dispensing Fees specified in this Exhibit 1 are conditioned upon Plan Sponsor's adherence to certain conditions under this Agreement and that the actual Annual Average Effective Rates and Annual Average Dispensing Fees will also depend on Plan Sponsor's drug utilization and mix of Participating Pharmacies. Within four months after the end of each Contract Year, if the amounts paid by Plan Sponsor during the Contract Year for all Claims in any channel in Exhibit 1 with a specified rate are less favorable than the Annual Average Effective Rates and Average Dispensing Fees stated in Exhibit 1, MedImpact shall credit Plan Sponsor with the difference for that channel. For purposes of clarity, channels are defined as follows: (i) Retail (ii) Mail Order and (iii) Specialty. MedImpact shall not be liable to Plan Sponsor for shortfalls in guaranteed Annual Average Effective Rates or Annual Average Dispensing Fees if (i) Plan Sponsor makes a change to the Benefit Plan at any time (regardless of whether or not such change is required by law); (ii) the configuration of System edits is modified by Plan Sponsor; (iii) Plan Sponsor does not adhere to the Formulary; (iv) the utilization data provided by Plan Sponsor (or Plan Sponsor's agent) upon which the calculation of guarantees were based is inaccurate, incomplete; (v) there is a substantial change in drug utilization patterns of Covered Individuals; or (vi) Plan Sponsor terminates before completion of the applicable, full Contract Year. Plan Sponsor has no right of offset to withhold any payment due MedImpact under this Agreement for any amounts Plan Sponsor believes are owed by MedImpact for financial guarantees.

Annual Average Manufacturer Derived Revenue Guarantee^{(G),(H),(I),(J),(K)}

For Contract Year 2025:

- For 30 days' supply of Brand Drugs at a Retail Pharmacy - \$332.14 per paid Brand Drug Claim
- For 84 days' supply of Brand Drugs at a Retail Pharmacy - \$816.55 per paid Brand Drug Claim

- For 84 days' supply of Brand Drugs at the Mail Order Pharmacy - \$1,012.02 per paid Brand Drug Claim
- For Specialty Brand Drugs - \$4,435.10 per paid Specialty Brand Drug Claim

For Contract Year 2026:

- For 30 days' supply of Brand Drugs at a Retail Pharmacy - \$348.75 per paid Brand Drug Claim
- For 84 days' supply of Brand Drugs at a Retail Pharmacy - \$857.38 per paid Brand Drug Claim
- For 84 days' supply of Brand Drugs at the Mail Order Pharmacy - \$1,062.62 per paid Brand Drug Claim
- For Specialty Brand Drugs - \$4,610.17 per paid Specialty Brand Drug Claim

(G) Manufacturer Derived Revenue guarantees are stated as annual average amounts per Contract Year.

(H) Guarantees require Plan Sponsor to maintain a Benefit Plan that has a tier structure with a minimum \$15 differential in Cost Share between preferred Brand Drugs and non-preferred Brand Drugs. Guarantees are contingent upon Plan Sponsor employing a Plan Sponsor-funded Benefit Plan design in which, in general, Plan Sponsor funds a minimum of fifty percent (50%) of the cost of the Covered Drug.

(I) Claims through any Plan Sponsor-owned, university, long term care or 340b pharmacies; Claims not eligible for Manufacturer Derived Revenue (vaccines, Compounds, Direct Member Reimbursement Claims, Claims fully funded by Members, authorized generics; Claims for Brand Drugs that are also available as Generic Drugs, appliances, devices, bandages, heat lamps, braces, splints, and artificial appliances, subrogation claims, Limited Distribution Drugs, health and beauty aids, cosmetics, and dietary supplements); OTC products (with the exception of diabetic testing strips, meters and medications); biosimilar drugs; Claims pursuant to 100% Member Copayment plan; secondary Claims, except if such Claims are eligible for Medicaid Supplemental rebates; Claims older than 180 days; Claims with invalid identifiers (e.g. pharmacy identifiers); Medicaid fee-for-services Claims; Claims that are reversed or rejected; and Claims from any Plan Sponsor owned or affiliated pharmacy, shall be excluded from the calculation of the guarantees above.

(J) Guarantees require Plan Sponsor to utilize current MedImpact Select EX Formulary.

(K) Guarantees are based on Claims data which may contain Hepatitis-C drugs. If significantly less (80% of current) Hepatitis-C utilization is realized from one Contract Year to the next, then MedImpact and Plan Sponsor will work in good faith to make an equitable adjustment to the Guarantees. Nothing in this footnote (k) shall impact Section 3.2.1 (pass through to Plan Sponsor one hundred percent (100%) of all MDR earned and collected by Plan Sponsor in accordance with such terms). Any adjustments to Guarantees will be on a go-forward basis and retrospective adjustments to Guarantees will not be permitted.

MedImpact shall pay Plan Sponsor the Guaranteed Minimum Manufacturer Derived Revenue set forth in this Agreement for each eligible Claim submitted to MedImpact reduced by the aggregate difference between the Established Manufacturer Derived Revenue plus an Inflationary Factor, and the New Manufacturer Derived Revenue, for the Impacted Drugs affected by the American Rescue Plan Act of 2021.

- Manufacturer Derived Revenue Credit for Impacted Drugs = (Established Manufacturer Derived Revenue + Inflationary Factor) – New Manufacturer Derived Revenue.
- “Established Manufacturer Derived Revenue” is defined as the Manufacturer Derived Revenue for an impacted drug preceding the change in price of such drug.
- “Inflationary Factor” is defined as the weighted average year-over-year percentage WAC price increase of the applicable product category for the impacted drug.
- “New Manufacturer Derived Revenue” is defined as the Manufacturer Derived Revenue for an Impacted Drug following the change in price of such drug. “Impacted Drug” is defined as Brand Product that has previously earned a Manufacturer Derived Revenue and has been subject to a WAC and/or rebate reduction between the Established Manufacturer Derived Revenue and the New Manufacturer Derived Revenue.

Plan Sponsor acknowledges that the annual average Manufacturer Derived Revenue guaranteed amounts specified in this Exhibit 1 are conditioned upon Plan Sponsor's adherence to certain conditions under this Agreement.

(a) If the Manufacturer Derived Revenue advanced to Plan Sponsor for the Contract Year is, overall, lower than the overall Manufacturer Derived Revenue earned by Plan Sponsor for the Contract Year, MedImpact shall pay the difference to Plan Sponsor within thirty (30) days of report submission, after application of any additional offset allowed under this Agreement.

(b) If the Manufacturer Derived Revenue earned by Plan Sponsor for the Contract Year is, overall, lower than the annual average Manufacturer Derived Revenue guaranteed amounts specified above, in the aggregate, MedImpact shall pay the difference to Plan Sponsor, after application of any additional offset allowed under this Agreement.

Notwithstanding anything herein to the contrary, MedImpact shall not be liable to Plan Sponsor for any shortfall in guaranteed Manufacturer Derived Revenue if: (i) Plan Sponsor makes a change to the Benefit Plan at any time (regardless of whether or not such change is required by law); (ii) the configuration of System edits is modified by Plan Sponsor; (iii) Plan Sponsor does not adhere to the Formulary; (iv) the utilization data provided by Plan Sponsor (or Plan Sponsor's agent) upon which the calculation of guarantees were based is inaccurate, incomplete; (v) there is a substantial change in drug utilization patterns of Covered Individuals; (vi) there is a loss of rebates due to pharmaceutical manufacturer drug patent expirations, manufacturer bankruptcy, or removal of a drug from the market; (vii) there are changes in pharmaceutical manufacturer rebate contracting terms or policies; (viii) Plan Sponsor's Benefit Plan does not meet the conditions for rebates of pharmaceutical manufacturer contracts including market share rebates; (ix) if Plan Sponsor has been excluded by a manufacturer; (x) there is any governmental regulation, ruling, or guidance that impacts MedImpact's ability to maintain current Manufacturer Derived Revenue yields; or (xi) Plan Sponsor terminates before completion of the applicable, Contract Year.

Plan Sponsor has no right of offset to withhold any payment due MedImpact under this Agreement for any amounts Plan Sponsor believes are owed by MedImpact for financial guarantees. MedImpact agrees to pay any undisputed shortfalls or monies owed that may be in dispute, payment of any undisputed amounts shall not waive the right of Plan Sponsor to collect disputed or additional amounts at a later date.

Manufacturer Derived Revenue in excess of the minimum Manufacturer Derived Revenue guarantees, in the aggregate, cannot be used to offset a shortfall on discount and/or dispensing fee guarantees, or vice-versa.

Manufacturer Derived Revenue shall include Price/Inflation Protection dollars received by MedImpact for pharmaceutical manufacturers and shall be passed-through 100% to Plan Sponsor.

**MedImpact agrees to discuss any MedImpact required changes to the pricing terms in good faith in response to the triggering conditions described in Exhibit 1 herein. MedImpact will be responsible to notify Plan Sponsor timely if and when this situation arises.*

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 11, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 26-27, Viking Elementary School Administration Building Health Suite Modernization

ITEM DESCRIPTION: Included in the Board material is information on Bid 26-27, Viking Elementary School Administration Building Health Suite Modernization. The project will include upgrading the Administration building to increase the size of the nurse suite to accommodate the new health suite requirements.

The request for bids was lawfully advertised on November 19, 2025. Notifications were sent to 328 firms plus six construction trade publications, and the district received 12 responses. Bids were opened on December 16, 2025. Staff recommend award to the lowest responsive, responsible bidder:

CMW Builders, Inc. (Hilmar, California) \$293,000.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$293,000 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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



FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 26-27, VIKING ELEMENTARY SCHOOL ADMINISTRATION BUILDING HEALTH SUITE MODERNIZATION

Bid Opening Date: December 16, 2025 prior to 1:00 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID VIKING ELEMENTARY SCHOOL HEALTH SUITE MODERNIZATION	ALLOWANCE UNKNOWN/ UNFORESEEN UTILITY ENCOUNTERS	TOTAL BID AMOUNT
CMW Builders, Inc.	Hilmar	\$243,000	\$50,000	\$293,000
GCB1, Inc. dba GC Builders	Fresno	\$270,258	\$50,000	\$320,258
Rakkar Development and Construction	Fresno	\$274,000	\$50,000	\$324,000
Davis Moreno Construction, Inc.	Fresno	\$277,801	\$50,000	\$327,801
Marvulli, Inc.	Merced	\$284,000	\$50,000	\$334,000
Better Enterprises, Inc.	Fresno	\$295,300	\$50,000	\$345,300
BDM, Inc.	Hanford	\$299,875	\$50,000	\$349,875
Integra Construction Services, Inc.	Pleasanton	\$314,000	\$50,000	\$364,000
Viking Enterprises	Fresno	\$315,999	\$50,000	\$365,999
Sage Construction and Development, LLC	Tulare	\$331,380	\$50,000	\$381,380
Art's Construction Company, Inc.	Fresno	\$364,900	\$50,000	\$414,900
Marko Construction Group, Inc.	Fresno	\$412,200	\$50,000	\$462,200

Low bid determined by Base Bid.

The bid includes an Allowance amount of \$50,000 for unknown utility encounters performed on a time and materials basis. Any remaining allowance is to be credited back to the district.

Staff recommends award of the Base Bid and Allowance for \$293,000 to CMW Builders, Inc., the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 11, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 26-28, Wawona Middle School Administration Building Health Suite Modernization

ITEM DESCRIPTION: Included in the Board material is information on Bid 26-28, Wawona Middle School Administration Building Health Suite Modernization. The project will include upgrading the Administration building to increase the size of the nurse suite to accommodate the new health suite requirements.

The request for bids was lawfully advertised on November 19, 2025. Notifications were sent to 328 firms plus six construction trade publications, and the district received seven responses. Bids were opened on December 17, 2025. Staff recommend award to the lowest responsive, responsible bidder:

CMW Builders, Inc. (Hilmar, California) \$302,800.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$302,800 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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



FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 26-28, WAWONA MIDDLE SCHOOL ADMINISTRATION BUILDING HEALTH SUITE MODERNIZATION

Bid Opening Date: December 17, 2025 prior to 1:00 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID WAWONA MIDDLE SCHOOL HEALTH SUITE MODERNIZATION	ALLOWANCE UNKNOWN/ UNFORESEEN UTILITY ENCOUNTERS	TOTAL BID AMOUNT
CMW Builders, Inc.	Hilmar	\$252,800	\$50,000	\$302,800
GCB1, Inc. dba GC Builders	Fresno	\$268,291	\$50,000	\$318,291
Better Enterprises, Inc.	Fresno	\$312,297	\$50,000	\$362,297
Marvulli, Inc.	Merced	\$349,000	\$50,000	\$399,000
BDM, Inc.	Hanford	\$349,875	\$50,000	\$399,875
Marko Construction Group, Inc.	Fresno	\$412,000	\$50,000	\$462,000
Viking Enterprises	Fresno	\$328,999	\$50,000	\$378,999

Low bid determined by Base Bid.

The bid includes an allowance amount of \$50,000 for unknown utility encounters performed on a time and materials basis. Any remaining allowance is to be credited back to the district.

Staff recommends award of the Base Bid and Allowance for \$302,800 to CMW Builders, Inc., the lowest responsive, responsible bidder.

In accordance with Public Contract Code 7106, Staff recommends rejecting Viking Enterprises' bid as non-responsive for submitting an unsigned Non-Collusion Declaration form.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 11, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 26-29, Baird Middle School Administration Building Health Suite Modernization

ITEM DESCRIPTION: Included in the Board material is information on Bid 26-29, Baird Middle School Administration Building Health Suite Modernization. The project will include upgrading the Administration building to increase the size of the nurse suite to accommodate the new health suite requirements.

The request for bids was lawfully advertised on November 19, 2025. Notifications were sent to 328 firms plus six construction trade publications, and the district received eleven responses. Bids were opened on December 16, 2025. Staff recommend award to the lowest responsive, responsible bidder:

CMW Builders, Inc. (Hilmar, California) \$318,000.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$318,000 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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



FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION
BID NO. 26-29, BAIRD MIDDLE SCHOOL ADMINISTRATION BUILDING HEALTH SUITE MODERNIZATION

Bid Opening Date: December 16, 2025 prior to 3:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID BAIRD MIDDLE SCHOOL HEALTH SUITE MODERNIZATION	ALLOWANCE UNKNOWN/ UNFORSEEN UTILITY ENCOUNTERS	TOTAL BID AMOUNT
CMW Builders, Inc.	Hilmar	\$268,000	\$50,000	\$318,000
GCB1, Inc. dba GC Builders	Fresno	\$285,076	\$50,000	\$335,076
Integra Construction Services, Inc.	Pleasanton	\$314,000	\$50,000	\$364,000
Viking Enterprises	Fresno	\$319,999	\$50,000	\$369,999
Davis Moreno Construction, Inc.	Fresno	\$335,441	\$50,000	\$385,441
Fortune-Ratliff General Contractors, Inc.	Fresno	\$344,000	\$50,000	\$394,000
BDM, Inc.	Hanford	\$345,775	\$50,000	\$395,775
Better Enterprises, Inc.	Fresno	\$347,300	\$50,000	\$397,300
Rakkar Development and Construction	Fresno	\$348,000	\$50,000	\$398,000
Marvulli, Inc.	Merced	\$357,000	\$50,000	\$407,000
Heagy Construction Improvements, Inc.	Camino	\$565,425	\$50,000	\$615,425

Low bid determined by Base Bid.

The bid includes an Allowance amount of \$50,000 for unknown utility encounters performed on a time and materials basis. Any remaining allowance is to be credited back to the district.

Staff recommends award of the Base Bid and Allowance for \$318,000 to CMW Builders, Inc., the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 11, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 26-30, Birney Elementary School Administration Building Health Suite Modernization

ITEM DESCRIPTION: Included in the Board material is information on Bid 26-30, Birney Elementary School Administration Building Health Suite Modernization. The project will include upgrading the Administration building to increase the size of the nurse suite to accommodate the new health suite requirements.

The request for bids was lawfully advertised on November 19, 2025. Notifications were sent to 328 firms plus six construction trade publications, and the district received nine responses. Bids were opened on December 17, 2025. Staff recommend award to the lowest responsive, responsible bidder:

CMW Builders, Inc. (Hilmar, California) \$297,700.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$297,700 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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



FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 26-30, BIRNEY ELEMENTARY SCHOOL ADMINISTRATION BUILDING HEALTH SUITE MODERNIZATION

Bid Opening Date: December 17, 2025 prior to 3:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID BIRNEY ELEMENTARY SCHOOL HEALTH SUITE MODERNIZATION	ALLOWANCE UNKNOWN/ UNFORSEEN UTILITY ENCOUNTERS	TOTAL BID AMOUNT
CMW Builders, Inc.	Hilmar	\$247,700	\$50,000	\$297,700
GCB1, Inc. dba GC Builders	Fresno	\$275,858	\$50,000	\$325,858
Better Enterprises, Inc.	Fresno	\$329,850	\$50,000	\$379,850
Sage Construction and Development, LLC	Tulare	\$340,000	\$50,000	\$390,000
BDM, Inc.	Hanford	\$349,875	\$50,000	\$399,875
Heagy Construction Improvements, Inc.	Camino	\$357,000	\$50,000	\$407,000
Marvulli, Inc.	Merced	\$368,000	\$50,000	\$418,000
Heritage General	Fresno	\$618,893	\$50,000	\$668,893
~~Art's Construction Company, Inc.~~	~~Fresno~~	~~\$279,300~~	~~\$50,000~~	~~\$329,300~~

Low bid determined by Base Bid.

The bid includes an Allowance amount of \$50,000 for unknown utility encounters performed on a time and materials basis. Any remaining allowance is to be credited back to the district.

Staff recommends award of the Base Bid and Allowance for \$297,700 to CMW Builders, Inc., the lowest responsive, responsible bidder.

Staff recommends rejecting Art's Construction Company, Inc.'s bid as non-responsive for not attending the mandatory pre-bid conference as required by bid documents.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 11, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Request for Qualifications 26-15, Expanded Learning Enrichment Services

ITEM DESCRIPTION: Included in the Board material is information on Request for Qualifications (RFQ) 26-15, to qualify a pool of vendors to deliver enrichment services outside of school time that focus on at least one of the following themes: Adventure, Career Discovery, Creative Arts, Sports and Fitness, or Science, Technology, Engineering, and Mathematics (STEM). Success will be measured by program enrollment and attendance data for all pre-qualified vendors contracted by the Expanded Learning Department. Vendors are also required to identify and implement evaluation methods to assess student outcomes and skills gained from services through after-school and/or intersession programs and to report these results to the Expanded Learning Department. The qualification term is five (05) years and will begin July 01, 2026.

The Request for Qualifications was lawfully advertised on October 10, 2025, and October 17, 2025. Qualifications were received on October 29, 2025. Notifications were sent to 898 vendors, and the district received 116 responses. Evaluations of proposals were based on qualifications, insurance and regulatory matters, overall project approach, and pricing. The evaluation panel consisted of representatives from the Expanded Learning, Advancing Academic Acceleration & Achievement (A4), the Early Learning department, and a school-site representative.

Expanded Learning Enrichment Services include 94 qualified vendors, with an estimated annual cost of \$42,000,000 to support the Before School, After School, Summer Intersession, and Winter Intersession programs.

Approval will allow the department to utilize qualified vendors for services as needed. Purchase orders will be presented to the board for ratification of future purchase order reports.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$42,000,000 are available in the Expanded Learning Opportunity Program budget.

PREPARED BY: Jeremy Ward

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

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


Carlos Castillo (Jan 23, 2026 23:24:55 PST)

FRESNO UNIFIED SCHOOL DISTRICT LIST OF
QUALIFIED VENDORS
RFQ No. 26-15, Expanded Learning Enrichment Services

RFQ 26-15: EXPANDED LEARNING ENRICHMENT SERVICES

3 Point 0 - Studio T Arts & Entertainment	Sacramento, CA
Achievement Mastery Potential Academy, Inc.	Redondo Beach, CA
Advanced Leadership Insights, Inc.	Fresno, CA
Adventure Education Solutions, Inc.	Sanger, CA
African Drum Interactive, LLC	Fresno, CA
After School Music Academy	Walnut Creek, CA
AIMS Education Foundation	Fresno, CA
AlphaBEST Education, Inc.	Winston Salem, NC
Arcstrem LLC	Rocklin, CA
Arts Enrichment For All	Fresno, CA
Black Rocket Productions LLC	Freehold, NJ
Boys & Girls Clubs of Fresno County	Fresno, CA
Brains & Motion Education (BAM!)	Arlington, VA
Break the Barriers, Inc.	Fresno, CA
Bulldog Baseball Camps LLC	Fresno, CA
California Arts Academy	Fresno, CA
California Scuba Center Inc.	Clovis, CA
California State University, Fresno Foundation	Fresno, CA
California Teaching Fellows Foundation	Fresno, CA
California Track Events LLC	Fresno, CA
Cano Bros Boxing	Fresno, CA
Centro Binacional para el Desarrollo Indigena Oaxaqueño (CBDIO)	Fresno, CA
Cesar Chavez Foundation	Los Angeles, CA
Chalkwild, LLC	Modesto, CA
City of Fresno PARCS	Fresno, CA
Civic Education Center, Inc.	Fresno, CA
Coach Fleck Consulting LLC	Fresno, CA
Coast 2 Coast Coaching, Inc. dba Elevo	San Diego, CA
Codecampus LLC	Newport Beach, CA
CSA Events & Entertainment LLC	Reedley, CA
De El Beauty	Fresno, CA
Dy-Nice Sports dba Valley Pride Racket & Paddle	Fresno, CA
Education and Leadership Foundation	Fresno, CA
Elemental Hardware Enrichment	Ventura, CA
Every Neighborhood Partnership	Fresno, CA
Fresno Chaffee Zoo	Fresno, CA
Fresno Gymnastics Center	Fresno, CA
Fresno Metropolitan Ministry	Fresno, CA
Fresno Pacific University	Fresno, CA
Fun Food Explorers	Fresno, CA
Generation Changers Title I CDC	Fresno, CA
Good Dirt Pottery Studio	Fresno, CA
Guevara Arts and Leadership, LLC	Fresno, CA
Halau Hula I Ka La	Clovis, CA
HeyTutor, Inc.	Woodland Hills, CA
High Performance Academy	Clovis, CA
HOKALI, Inc.	San Francisco, CA

FRESNO UNIFIED SCHOOL DISTRICT LIST OF
QUALIFIED VENDORS (CONTINUED)
RFQ No. 26-15, Expanded Learning Enrichment Services

RFQ 26-15: EXPANDED LEARNING ENRICHMENT SERVICES

Huckleberry Consultants LLC	Stockton, CA
iCook After School	Chicago, IL
Ignite the Mind Inc.	Union City, CA
Impact Athletics, LLC	Fresno, CA
Impossible Science LLC	Pasadena, CA
Innovative Mind dba Innoved	Fresno, CA
Kiamono LLC	Fresno, CA
KLS Design Inc.	Fresno, CA
Kodely LLC	Jacksonville, FL
Lee's Art School, LLC	Fresno, CA
Leisa Rosen Volleyball Camp LLC	Fresno, CA
Little Scholars LLC	Richmond, VA
Makeline Productions LLC	Fresno, CA
Moreno Institute LLC	Fresno, CA
Musical Minds Academy, LLC	North Hollywood, CA
Natalie Benson Water Polo Camps, LLC	Fresno, CA
Nexplore, LLC	Miami, FL
Ninja Coalition Inc dba California Adventure Camps	Redding, CA
Ninja Ninja Learns	Ojai, CA
Planting Seeds Academic Solutions	Allen, TX
Reading & Math, Inc. dba Ampact	Minneapolis, MN
Reading Heart	Fresno, CA
Rising Stars LLC dba Riseup Stars	Santa Ana, CA
Rocketology, LLC	Glendale, CA
San Joaquin River Parkway and Conservation Trust Response Full	Fresno, CA
School Yard Rap LLC	Fresno, CA
Shoulet Blunt LLC dba Imago	Fresno, CA
Sia's Place Wellness Center	Fresno, CA
Stage View Performing Arts Foundation	Fresno, CA
StarEdLa, LLC dba Groza Enrichment	Los Angeles, CA
STEMfinity, LLC	Boise, ID
StudentNest, Inc.	Fresno, CA
T1 Sports Academy	Fresno, CA
Teocalli Cultural Academy	Fresno, CA
The Art Box Academy	Rolling Hills Estates, CA
The Discovery Center dba Fresno Discovery Center	Fresno, CA
Think Together	Santa Ana, CA
Turlock Sports Park Inc.	Turlock, CA
United Khmer Cultural Preservation	Fresno, CA
United We Lead Foundation	Fresno, CA
Valley Athletics LLC	Fresno, CA
VitalizeGroup, LLC dba Whiz Kid Academy	Columbia, MD
VMI Educational Foundation	Fresno, CA
VW Basketball LLC	Clovis, CA
West Fresno Family Resource Center	Fresno, CA
Western Camps, Inc. dba Wonder Valley Outdoor Education Center	Sanger, CA
Work ED Inc.	Fresno, CA

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: FEBRUARY 11, 2026

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify Purchase Orders from November 01, 2025, through November 30, 2025
– Primary Report

ITEM DESCRIPTION: Included in the Board material is information on purchase orders issued from November 01, 2025, through November 30, 2025. Purchase orders for \$10,000 or more are presented first, followed by purchase orders for less than \$10,000. A list of purchase orders issued for Associated Student Body (ASB) accounts is also provided.

Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

By segregating purchase orders in this manner, Board members with potential conflicts of interest can abstain from taking action on the Supplemental Report while still voting along with the rest of the Board on the Primary Report.

Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

FINANCIAL SUMMARY: Funding is noted in the support material.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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



THE FOLLOWING PURCHASE ORDERS ARE FOR \$10,000 OR MORE

**PURCHASE ORDERS DATED
NOVEMBER 1, 2025 TO NOVEMBER 30, 2025
RATIFICATION DATE FEBRUARY 11, 2026**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
1099 PRO, INC.	0889	26011138	030	0709	\$16,747.50
BELOW BID LIMIT (PCC 20111)					
ALL COMMERCIAL FENCE	1215	26010154	350	0917	\$15,300.00
BOE 01/08/14 A-10 (CUPCCAA)					
ALLIANCE CONSTRUCTION SOLUTIONS, INC.	1575	26010571	060	7806	\$122,000.00
INFORMAL BID 1575-00006					
AMAZON CAPITAL SERVICES	0796	26010734	030	0667	\$25,000.00
BOE 06/04/25 C-14 (PIGGYBACK)					
AMAZON CAPITAL SERVICES	1891	26010494	030	0716	\$21,302.08
BOE 06/04/25 C-14 (PIGGYBACK)					
ANATOMAGE, INC.	0240	26009843	060	7399	\$10,000.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
APPLE COMPUTER, INC.	0575	26011143	030	7091	\$18,473.64
SOLE SOURCE (RESOLUTION 24-16)					
APPLE COMPUTER, INC.	0781	26011144	060	9017	\$63,909.72
SOLE SOURCE (RESOLUTION 24-16)					
APPLE COMPUTER, INC.	0785	26010333	060	3315	\$4,200.00
APPLE COMPUTER, INC.	0785	26010333	060	6500	\$16,800.00
SOLE SOURCE (RESOLUTION 24-16)					
APPLE COMPUTER, INC.	0785	26010337	060	3315	\$9,941.51
APPLE COMPUTER, INC.	0785	26010337	060	6500	\$39,766.05
SOLE SOURCE (RESOLUTION 24-16)					
ART'S CONSTRUCTION COMPANY, INC.	0919	26010100	060	8150	\$13,980.00
BOE 01/08/14 A-10 (CUPCCAA)					
ART'S CONSTRUCTION COMPANY, INC.	0919	26010155	060	8150	\$19,950.00
BOE 01/08/14 A-10 (CUPCCAA)					
ART'S CONSTRUCTION COMPANY, INC.	0919	26010159	060	8150	\$23,950.00
BOE 01/08/14 A-10 (CUPCCAA)					
ART'S CONSTRUCTION COMPANY, INC.	0919	26010165	060	8150	\$24,790.00
BOE 01/08/14 A-10 (CUPCCAA)					
ART'S CONSTRUCTION COMPANY, INC.	0919	26010167	060	8150	\$22,950.00
BOE 01/08/14 A-10 (CUPCCAA)					
ART'S CONSTRUCTION COMPANY, INC.	0919	26010168	060	8150	\$23,900.00
BOE 01/08/14 A-10 (CUPCCAA)					
ART'S CONSTRUCTION COMPANY, INC.	0919	26010518	060	8150	\$23,480.00
BOE 01/08/14 A-10 (CUPCCAA)					
ART'S CONSTRUCTION COMPANY, INC.	0919	26010519	060	8150	\$24,655.00
BOE 01/08/14 A-10 (CUPCCAA)					
ART'S CONSTRUCTION COMPANY, INC.	0919	26010520	060	8150	\$24,930.00
BOE 01/08/14 A-10 (CUPCCAA)					

ART'S CONSTRUCTION COMPANY, INC. BOE 01/08/14 A-10 (CUPCCAA)	0919	26010646	060	8150	\$14,960.00
ART'S CONSTRUCTION COMPANY, INC. BOE 01/08/14 A-10 (CUPCCAA)	0919	26010807	060	8150	\$20,950.00
ART'S CONSTRUCTION COMPANY, INC. BOE 01/08/14 A-10 (CUPCCAA)	0919	26010809	060	8150	\$22,950.00
ART'S CONSTRUCTION COMPANY, INC. BOE 01/08/14 A-10 (CUPCCAA)	0919	26010849	060	8150	\$23,885.00
ART'S CONSTRUCTION COMPANY, INC. BOE 01/08/14 A-10 (CUPCCAA)	0919	26010911	060	8150	\$23,980.00
ASCEND LEARNING HOLDINGS, LLC BELOW BID LIMIT (PCC 20111)	0670	26004363	110	3555	\$44,274.00
ATTAINMENT COMPANY, INC. INSTRUCTIONAL MATERIALS (PCC 20118.3)	1748	26010062	060	6300	\$13,600.31
AUDEAMUS BID 26-11	1120	26009435	350	0917	\$920,500.00
AUDEAMUS BID 26-11	1145	26009441	350	0917	\$914,000.00
AUDEAMUS BID 26-11	1195	26009437	350	0917	\$925,000.00
AUDEAMUS BID 26-11	1705	26009447	350	0917	\$960,000.00
B & H PHOTO-VIDEO, INC. BOE 06/04/25 C-14 (PIGGYBACK)	0710	26011165	030	0152	\$10,539.74
CA FIRE FIGHTER JT. APPSHP. PROG. BOE 06/18/25 C-12 (BUNDLED CONTRACTS)	0710	26010148	030	6350	\$1,537,224.89
CAMBIUM LEARNING, INC. INSTRUCTIONAL MATERIALS (PCC 20118.3)	0755	26011180	060	7435	\$12,011.38
CAPSTONE INSTRUCTIONAL MATERIALS (PCC 20118.3)	1748	26010031	060	6300	\$94,944.00
CDW GOVERNMENT, INC. BOE 06/04/24 C-14 (PIGGYBACK)	0421	26010939	030	7090	\$11,080.45
CDW GOVERNMENT, INC. BOE 06/04/24 C-14 (PIGGYBACK)	0787	26010342	060	6500	\$33,966.99
CENTRAL VALLEY GMC BELOW BID LIMIT (PCC 20111)	0925	26002961	030	7230	\$30,000.00
CENTRAL CALIFORNIA FOOD BANK BELOW BID LIMIT (PCC 20111)	0852	26010538	030	0188	\$18,000.00
CENTRAL SANITARY SUPPLY CO., INC. BOE 06/04/25 C-14 (PIGGYBACK)	1910	26010131	130	5310	\$12,866.56
CENTRAL SANITARY SUPPLY CO., INC. BOE 06/04/25 C-14 (PIGGYBACK)	1910	26010133	130	5310	\$24,205.39
CENTRAL SANITARY SUPPLY CO., INC. BOE 06/04/25 C-14 (PIGGYBACK)	1910	26010143	130	5310	\$11,011.07
CENTRAL SANITARY SUPPLY CO., INC. BOE 06/04/25 C-14 (PIGGYBACK)	1910	26010145	130	5310	\$13,732.28
CENTRAL VALLEY RV REPAIR	0925	26002803	030	7230	\$15,000.00

BELOW BID LIMIT (PCC 20111)					
CLOVIS UNIF. SCH . DIST./REGIONAL	0725	26010034	030	0173	\$185,000.00
INTERAGENCY (PCC 10335)					
COLE ELECTRIC, LLC	1325	26010516	350	0917	\$17,250.00
BOE 01/08/14 A-10 (CUPCCAA)					
COMMUNITY CARE LICENSING	0765	26010117	120	6053	\$21,538.00
BELOW BID LIMIT (PCC 20111)					
COMMUNITY PRODUCTS, LLC	1765	26011132	350	0917	\$18,672.31
BELOW BID LIMIT (PCC 20111)					
COMMUNITY PRODUCTS, LLC	1765	26011157	350	0917	\$24,692.78
BELOW BID LIMIT (PCC 20111)					
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0715	26009710	120	6105	\$18,672.31
BELOW BID LIMIT (PCC 20111)					
CREATIVE FOOD INNOVATIONS, LLC	1910	26010263	130	5310	\$10,500.00
RFP 23-50R					
CREATIVE FOOD INNOVATIONS, LLC	1910	26010271	130	5310	\$33,600.00
RFP 23-50R					
CRESCO	1910	26001696	130	5310	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
DARDEN ARCHITECTS, INC.	1150	696170A	350	0916	\$15,000.00
RFQ 20-13					
DARDEN ARCHITECTS, INC.	1220	25022031	350	0917	\$86,000.00
RFQ 20-13					
DAVIS MORENO CONSTRUCTION, INC.	1185	805347	350	0913	\$354,118.59
BID 24-56					
DAVIS MORENO CONSTRUCTION, INC.	1395	26009134	350	0913	\$10,376,315.00
BID 26-09					
DAVIS MORENO CONSTRUCTION, INC.	1421	26010507	350	0912	\$12,649.28
BOE 01/08/14 A-10 (CUPCCAA)					
DAVIS MORENO CONSTRUCTION, INC.	1765	26009148	350	0917	\$2,674,830.20
BID 26-12					
DAYLIGHT FOODS, INC.	1910	26001651	130	5310	\$350,000.00
RFP 23-41					
DJM DRAPERY SERVICE	1105	26010508	350	0917	\$10,426.00
BOE 01/08/14 A-10 (CUPCCAA)					
DJM DRAPERY SERVICE	1235	26010908	350	0917	\$61,371.52
BOE 01/08/14 A-10 (CUPCCAA)					
DUNN-EDWARDS CORPORATION	0919	26001446	060	8150	\$30,000.00
BELOW BID LIMIT (PCC 20111)					
EDWARD DENNIS	0700	NR26000018	060	7435	\$15,000.00
BELOW BID LIMIT (PCC 20111)					
ENVIRO CLEAN	1891	26009909	030	0716	\$21,843.36
BOE 06/04/25 C-14 (PIGGYBACK)					
ES FOODS, INC.	1910	26010786	130	5310	\$29,650.50
RFP 25-20					
FASTENAL COMPANY	0919	26001451	060	8150	\$20,000.00
BOE 06/04/25 C-14 (PIGGYBACK)					

FIRST STUDENT, INC.	0710	26011177	030	0152	\$13,940.00
RFQ 23-10					
FORKLIFTS GROUP WEST, INC.	0919	26010583	060	8150	\$49,838.84
BELOW BID LIMIT (PCC 20111)					
FRAIRE	1421	26010641	350	0912	\$12,646.00
BOE 01/08/14 A-10 (CUPCCAA)					
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0428	26009811	060	4035	\$10,000.00
INTERAGENCY (PCC 10335)					
FRESNO ECONOMIC OPPORTUNITIES COMMISSION	0702	26010684	060	9075	\$12,000.00
BELOW BID LIMIT (PCC 20111)					
FRESNO ECONOMIC OPPORTUNITIES COMMISSION	0791	26008715A	060	2600	\$64,075.00
RFQ 23-10					
FRESNO ELECTRICAL JATC	0710	26010150	030	6350	\$158,029.42
BOE 06/18/25 C-12 (BUNDLED CONTRACTS)					
FRESNO OXYGEN	0919	26010654	060	8150	\$46,410.64
BELOW BID LIMIT (PCC 20111)					
FRESNO PACIFIC UNIVERSITY	0701	26009884	030	0197	\$299,300.00
EC 45387					
GCB1, INC. DBA GC BUILDERS	1100	26010014	350	0917	\$36,750.00
BOE 01/08/14 A-10 (CUPCCAA)					
GCB1, INC. DBA GC BUILDERS	1325	26010909	350	0917	\$24,250.00
BOE 01/08/14 A-10 (CUPCCAA)					
GOLD STAR FOODS, INC.	1910	26010770	130	5310	\$30,401.28
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	26010787	130	5310	\$81,515.28
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	26010788	130	5310	\$41,801.76
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	26010789	130	5310	\$49,865.76
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	26010904	130	5310	\$24,208.00
RFP 23-50R					
GOLD STAR FOODS, INC.	1910	26010947	130	5310	\$18,463.20
BOE 06/04/25 C-14 (PIGGYBACK)					
HD SUPPLY FACILITIES MAINTENANCE LTD.	1891	26010585	030	0716	\$25,969.33
BOE 06/04/25 C-14 (PIGGYBACK)					
IGNITE 2 UNITE, LLC	0725	26010875	030	0171	\$13,500.00
BELOW BID LIMIT (PCC 20111)					
IMANI ENTERPRISES CONSULTING, LLC	0755	NR26000019	030	0189	\$19,100.00
BELOW BID LIMIT (PCC 20111)					
J. W. PEPPER AND SONS, INC.	0325	26011169	060	6770	\$14,808.89
BELOW BID LIMIT (PCC 20111)					
J.M. SMUCKER, LLC	1910	26010791	130	5310	\$64,095.00
RFP 25-20					
JAMES D. DOLL	1561	26010825	350	0913	\$25,400.00
RFQ 25-04					
JOHNSON CONTROLS US HOLDINGS, INC.	0919	26010395	060	8150	\$14,036.11

STATE CONTRACT (RESOLUTION 23-26)					
JOHNSON CONTROLS US HOLDINGS, INC.	0919	26010566	060	8150	\$18,597.22
STATE CONTRACT (RESOLUTION 23-26)					
JOHNSON CONTROLS US HOLDINGS, INC.	0919	26010567	060	8150	\$30,231.00
STATE CONTRACT (RESOLUTION 23-26)					
JOHNSON CONTROLS US HOLDINGS, INC.	0919	26010568	060	8150	\$18,683.34
STATE CONTRACT (RESOLUTION 23-26)					
JOINT SOUND AND COMM INDUSTRY TRAINING FUND	0710	26010151	030	6350	\$16,646.82
BOE 06/20/24 B-55 (BUNDLED CONTRACTS)					
JUDGE ROTENBERG EDUCATIONAL CENTER, INC.	0787	26011154	060	6500	\$17,279.64
BELOW BID LIMIT (PCC 20111)					
KICKUP, INC.	0701	26010732	060	6266	\$20,500.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
KING KHAN DRILLING AND CONSTRUCTION	1410	26010910	350	0917	\$15,750.00
BOE 01/08/14 A-10 (CUPCCAA)					
LAKESHORE LEARNING MATERIALS	0765	26010415	120	6053	\$11,305.16
BOE 06/04/24 C-14 (PIGGYBACK)					
LAKESHORE LEARNING MATERIALS	0765	26010418	120	6053	\$11,305.16
BOE 06/04/24 C-14 (PIGGYBACK)					
LAKESHORE LEARNING MATERIALS	0765	26010987	120	6053	\$126,359.05
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	1748	26010221	060	6300	\$15,257.10
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	1748	26010227	060	6300	\$15,257.10
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	1748	26010280	120	6053	\$11,306.04
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	1895	26010393	030	0717	\$13,785.70
BOE 06/04/24 C-14 (PIGGYBACK)					
LAKESHORE LEARNING MATERIALS	1895	26010408	030	0717	\$11,794.55
BOE 06/04/24 C-14 (PIGGYBACK)					
LINDSAY, STEVEN	1395	26010802	350	0916	\$14,993.23
BOE 01/08/14 A-10 (CUPCCAA)					
LITHIA	0852	26010060	030	0197	\$72,676.17
VEHICLES (RESOLUTION 26-02)					
LIVINGWORKS	0810	26010953	060	9017	\$16,405.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LOWE'S	0710	26010586	030	6350	\$39,013.50
BOE 06/04/25 C-14 (PIGGYBACK)					
MANAGEBAC, INC.	0700	26010262	030	0606	\$15,925.23
BELOW BID LIMIT (PCC 20111)					
MC GRAW-HILL EDUCATION, INC.	1748	26011041	060	6300	\$82,000.51
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
MCI/LOS CABOS FOODS	1910	26010793	130	5310	\$55,654.50
RFP 25-20					
MCS GLASS, INC.	0919	26001464	060	8150	\$15,000.00
BELOW BID LIMIT (PCC 20111)					

MCS GLASS, INC.	0919	26010124	060	8150	\$25,852.88
BELOW BID LIMIT (PCC 20111)					
MESA ENERGY SYSTEMS, INC.	0919	26010524	060	8150	\$16,224.00
BOE 01/08/14 A-10 (CUPCCAA)					
METEOR EDUCATION, LLC	0235	26011131	060	6770	\$34,735.70
BOE 06/04/25 C-14 (PIGGYBACK)					
METEOR EDUCATION, LLC	0889	26011055	030	0188	\$398,049.84
BOE 06/04/25 C-14 (PIGGYBACK)					
METEOR EDUCATION, LLC	1185	26010945	350	0913	\$46,094.57
BOE 06/04/24 C-14 (PIGGYBACK)					
METEOR EDUCATION, LLC	1335	26011115	350	0913	\$46,094.57
BOE 06/04/25 C-14 (PIGGYBACK)					
MINUTEMAN PRESS	0791	26010378	060	2600	\$47,331.53
RFQ 23-21					
MOORE TWINING ASSOCIATES, INC.	0710	794054	350	0912	\$11,034.00
RFQ 20-14					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	1010	26009137	350	0917	\$644,900.00
BID 26-16					
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	1355	25021940	350	0917	\$21,707.00
BID 25-48					
NICHOLAS WOLFF	1055	26009988	350	0917	\$76,480.90
INFORMAL BID 1055-00176					
ODP BUSINESS SOLUTIONS, LLC	1891	OD26000647	030	0716	\$105,797.27
BOE 06/04/25 C-14 (PIGGYBACK)					
OUT OF THE SHELL, LLC	1910	26010794	130	5310	\$17,457.50
RFP 25-20					
P & R PAPER SUPPLY CO.	1910	26009966	130	5310	\$10,271.58
BOE 06/18/25 C-22 (PIGGYBACK)					
PACE SUPPLY CORP.	0919	26001377	060	8150	\$39,800.00
BELOW BID LIMIT (PCC 20111)					
PAPER PULP AND FILM, INC.	1910	26010647	130	5310	\$49,943.93
MICRO-PURCHASE (RESOLUTION 25-72)					
PETERSON FARMS FRESH, INC.	1910	26010695	130	5310	\$33,088.00
RFP 23-50R					
PLATINUM GROUP, THE	1910	26009967	130	5310	\$89,793.60
BID 23-27					
PLATINUM GROUP, THE	1910	26009968	130	5310	\$46,846.08
BID 23-27					
PLATINUM GROUP, THE	1910	26010622	130	5310	\$40,642.56
BID 23-27					
PLATINUM GROUP, THE	1910	26010631	130	5310	\$78,944.32
BID 23-27					
PLATINUM GROUP, THE	1910	26010964	130	5310	\$43,660.78
BELOW BID LIMIT (PCC 20111)					
PROJECT LEAD THE WAY, INC.	0710	26010218	030	0152	\$12,477.80
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
PROJECT MANAGEMENT ASSOCIATES, INC.	0887	26011097	030	0188	\$259,200.00

PROFESSIONAL SERVICES (GC 53060)					
PRO-SCREEN, INC. SIGNS AND GRAPHICS	1185	26010805	350	0913	\$15,144.58
BOE 01/08/14 A-10 (CUPCCAA)					
QUIZZZ, INC.	0145	26010652	030	7090	\$10,500.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
R & S ERECTION TRI-COUNTY, INC.	0919	26010554	060	8150	\$20,480.00
BOE 01/08/14 A-10 (CUPCCAA)					
RED GOLD, LLC	1910	26010772	130	5310	\$23,856.56
RFP 25-20					
RICH CHICKS, LLC	1910	26010795	130	5310	\$54,537.60
RFP 25-20					
R-J, INC.	1145	26010733	060	9046	\$55,356.00
BOE 01/08/14 A-10 (CUPCCAA)					
ROBIN KINCADE	0421	26010927	060	722E	\$10,325.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SALEM ENGINEERING GROUP, INC.	1195	26009983	350	0917	\$10,894.00
RFQ 25-04					
SALEM ENGINEERING GROUP, INC.	1320	26009979	350	0917	\$10,894.00
RFQ 25-04					
SCHOLASTIC, INC.	0530	26011184	060	6211	\$19,928.54
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOOL FACILITY CONSULTANTS	0905	25009218H	350	0912	\$247.50
SCHOOL FACILITY CONSULTANTS	0905	25009218H	350	0917	\$6,586.25
SCHOOL FACILITY CONSULTANTS	0905	25009218H	400	0915	\$11,647.20
RFQ 25-04					
SCHOOL SPECIALTY, LLC	1895	26011075	030	0717	\$15,601.54
BOE 06/04/25 C-14 (PIGGYBACK)					
SCHWAN'S FOOD SERVICE	1910	26010796	130	5310	\$26,552.40
RFP 25-20					
SCHWAN'S FOOD SERVICE	1910	26010797	130	5310	\$28,585.20
RFP 25-20					
SCHWAN'S FOOD SERVICE	1910	26010798	130	5310	\$14,797.44
RFP 25-20					
SIERRA SCHOOL EQUIPMENT CO.	1040	26010248	350	0917	\$16,722.52
BELOW BID LIMIT (PCC 20111)					
SOLPAC CONSTRUCTION, INC.	1395	796997	350	0916	\$42,481.15
BID 24-35					
SOLPAC CONSTRUCTION, INC.	1395	797002	350	0916	\$352,999.23
BID 24-35					
SOLPAC CONSTRUCTION, INC.	1395	797004	350	0916	\$48,242.78
BID 24-35					
SP APPLICATIONS HOLDINGS, LLC	0710	26010531AA	030	0152	\$13,600.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
STACY C. DICKERSON	0335	26010421	030	7090	\$11,264.25
BELOW BID LIMIT (PCC 20111)					
STATE ARCHITECT, DIVISION OF	1150	26010717	350	0913	\$16,977.35
SOLE SOURCE (RESOLUTION 24-16)					

STATE ARCHITECT, DIVISION OF SOLE SOURCE (RESOLUTION 24-16)	1395	26011024	350	0917	\$29,520.00
STATE ARCHITECT, DIVISION OF SOLE SOURCE (RESOLUTION 24-16)	1440	26011029	350	0917	\$26,818.47
SUCCESS TOGETHER RFQ 25-02	1455	26010177	060	6332	\$17,600.00
SUNSET LANDSCAPES, INC. BOE 01/08/14 A-10 (CUPCCAA)	1285	26007497	350	0917	\$11,740.00
SYSCO OF CENTRAL CALIFORNIA BOE 06/18/25 C-22 (PIGGYBACK)	1910	26010272	130	5310	\$22,870.00
SYSCO OF CENTRAL CALIFORNIA BOE 06/18/25 C-22 (PIGGYBACK)	1910	26010773	130	5310	\$51,990.00
SYSCO OF CENTRAL CALIFORNIA BOE 06/18/25 C-22 (PIGGYBACK)	1910	26010774	130	5310	\$80,671.14
SYSCO OF CENTRAL CALIFORNIA BOE 06/18/25 C-22 (PIGGYBACK)	1910	26010775	130	5310	\$80,671.14
TARGET SPECIALTY PRODUCTS BELOW BID LIMIT (PCC 20111)	1920	26010238	030	0734	\$11,262.01
THE MARIACHI CONNECTION BELOW BID LIMIT (PCC 20111)	0395	26010704	060	6770	\$12,225.61
TYSON FOODS, INC. RFP 25-20	1910	26010799	130	5310	\$33,264.00
UNIGLOBE TRAVEL BOE 06/04/25 C-14 (PIGGYBACK)	0710	26010186	030	0152	\$11,865.98
VALLEY FENCE COMPANY BOE 01/08/14 A-10 (CUPCCAA)	1910	26011126	130	5310	\$13,323.00
VARITRONICS, LLC	0410	26011110	060	6211	\$13,526.33
VARITRONICS, LLC	0410	26011110	060	6770	\$14,626.22
BELOW BID LIMIT (PCC 20111)					
VIKING ENTERPRISES BOE 01/08/14 A-10 (CUPCCAA)	0919	26010102	060	8150	\$11,999.00
VINCENT COMMUNICATIONS, INC. BOE 06/04/25 C-14 (PIGGYBACK)	1891	26011105	030	0716	\$57,005.10
WENGER CORPORATION BOE 06/04/25 C-14 (PIGGYBACK)	0335	26010422	060	6770	\$17,977.29
WHITE CAP INDUSTRIES, INC. BELOW BID LIMIT (PCC 20111)	0919	26001358	060	8150	\$10,000.00
WHITE PINE LUMBER BELOW BID LIMIT (PCC 20111)	0919	26001469	060	8150	\$20,000.00
WOLFF/LANG/CHRISTOPHER ARCHITECTS, INC. RFQ 25-03	1330	26010033A	350	0917	\$55,000.00
WOW PRODUCTIONS, INC. BELOW BID LIMIT (PCC 20111)	0070	26010344	060	6770	\$24,853.10

THE FOLLOWING PURCHASE ORDERS ARE UNDER \$10,000

**PURCHASE ORDERS DATED
NOVEMBER 1, 2025 TO NOVEMBER 30, 2025
RATIFICATION DATE FEBRUARY 11, 2026**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
48 HR BOOKS, INC.	0335	26010543	060	722B	\$2,640.00
5 STAR STUDENTS	0208	26010594	030	7090	\$2,495.00
A LIST SIGNS AND BANNERS, LLC	0370	26010632	030	7090	\$621.16
A PLUS BUYER, INC.	0865	26010569	030	0602	\$6,461.84
ABDO PUBLISHING COMPANY	0495	26010596	030	0625	\$1,801.85
ABLENET, INC.	0788	26010087	060	6500	\$644.68
ACTE/ASSOC. FOR CAREER AND TECH EDUC.	0710	26010188	030	0152	\$3,490.00
ADDICTIVE AUDIO, INC.	0450	26010306	030	7090	\$711.75
AFRICAN DRUM INTERACTIVE, LLC	0460	26010823	060	6770	\$1,650.00
AIMS EDUCATION FOUNDATION	0355	26010469	060	4129	\$7,500.00
AIMS EDUCATION FOUNDATION	0710	26010105	030	0194	\$7,400.00
AIMS EDUCATION FOUNDATION	0710	26011078	030	0194	\$3,000.00
AIRWAYS GOLF COURSE	0421	26010563	030	0172	\$246.00
ALL AMERICAN GLASS	0664	26011187	030	0672	\$884.66
ALL AMERICAN SPORTS USA	0005	26010821	080	8210	\$1,632.83
ALL AMERICAN SPORTS USA	0090	26010282	080	8210	\$1,092.17
ALL AMERICAN SPORTS USA	0150	26010376	030	7090	\$7,575.18
ALL AMERICAN SPORTS USA	0160	26010096	060	260E	\$740.81
ALL AMERICAN SPORTS USA	0290	26010202	060	260E	\$735.64
ALL AMERICAN SPORTS USA	0340	26011166	080	8210	\$1,527.74
ALL AMERICAN SPORTS USA	0410	26010493	060	260E	\$4,376.09
ALL FOR KIDZ, INC.	0435	26010914	080	8210	\$2,202.00
ALL SIGNS AND SCREEN PRINTING, INC.	0791	26010025	060	2600	\$8,662.96
ALLARD'S, INC.	0090	26010665	060	6010	\$400.00
ALLARD'S, INC.	0140	26010838	060	6770	\$535.27
ALLARD'S, INC.	0170	26011040	060	6010	\$500.00
ALLARD'S, INC.	0185	26011043	030	7090	\$500.00
ALLARD'S, INC.	0395	26010564	060	4124	\$1,500.00
ALLARD'S, INC.	0395	26011162	060	4124	\$3,500.00
ALLARD'S, INC.	0417	26010090	060	6770	\$617.16
ALLARD'S, INC.	0422	26010738	060	2600	\$1,000.00
ALLARD'S, INC.	0475	26007429	060	6010	\$1,000.00
ALLARD'S, INC.	0485	26011037	060	6010	\$3,000.00
ALLARD'S, INC.	1400	26010472	030	7394	\$1,000.00
ALLIED STORAGE CONTAINERS, INC.	0015	26009995	060	6770	\$6,874.81
ALLIED STORAGE CONTAINERS, INC.	0240	26010824	030	0118	\$75.70
ALLIED STORAGE CONTAINERS, INC.	0880	26010679	680	0851	\$3,727.24
ALLIED STORAGE CONTAINERS, INC.	1120	26010425	350	0913	\$1,500.00
ALLIED STORAGE CONTAINERS, INC.	1120	26010509	350	0913	\$2,000.00
ALLIED STORAGE CONTAINERS, INC.	1120	757191F	350	0913	\$2,000.00

ALLIED STORAGE CONTAINERS, INC.	1335	793538A	350	0913	\$2,054.28
ALLIED STORAGE CONTAINERS, INC.	1920	26011103	030	0734	\$100.00
ALMA CRISTAL LOPEZ	0591	26008164	060	3010	\$3,631.00
ALMA DELIA GARZA	0617	26011127	060	7435	\$775.00
ALTA LANGUAGE SERVICES, INC.	0758	26010850	030	7091	\$4,000.00
A-MARK T-SHIRT, INC.	0025	26010419	030	7090	\$2,042.40
A-MARK T-SHIRT, INC.	0070	26010297	030	7090	\$409.56
A-MARK T-SHIRT, INC.	0070	26010827	080	8210	\$1,956.80
A-MARK T-SHIRT, INC.	0075	26010970	030	0110	\$3,033.80
A-MARK T-SHIRT, INC.	0200	26010459	060	260E	\$433.40
A-MARK T-SHIRT, INC.	0240	26010373	030	0128	\$7,343.96
A-MARK T-SHIRT, INC.	0325	26010817	060	6770	\$2,357.70
A-MARK T-SHIRT, INC.	0415	26010490	030	7090	\$677.19
A-MARK T-SHIRT, INC.	0423	26010951	030	7091	\$1,256.86
A-MARK T-SHIRT, INC.	0460	26010559	030	7090	\$1,690.26
A-MARK T-SHIRT, INC.	0710	26010084	030	0152	\$3,464.49
A-MARK T-SHIRT, INC.	0888	26010244	030	0143	\$314.22
AMAZON CAPITAL SERVICES	0010	26005703	030	0171	\$1,000.00
AMAZON CAPITAL SERVICES	0035	26010015	030	0625	\$500.00
AMAZON CAPITAL SERVICES	0055	26010703	030	0173	\$1,000.00
AMAZON CAPITAL SERVICES	0055	26010925	030	7090	\$2,000.00
AMAZON CAPITAL SERVICES	0055	26010928	030	7090	\$1,500.00
AMAZON CAPITAL SERVICES	0098	26006016	030	0625	\$1,000.00
AMAZON CAPITAL SERVICES	0170	26003556	030	7090	\$700.00
AMAZON CAPITAL SERVICES	0265	26010363	030	7090	\$4,995.00
AMAZON CAPITAL SERVICES	0290	26010434	060	260E	\$1,331.00
AMAZON CAPITAL SERVICES	0315	26005133	030	7090	\$2,500.00
AMAZON CAPITAL SERVICES	0335	26004865	030	0172	\$709.22
AMAZON CAPITAL SERVICES	0395	26011056	030	0125	\$4,533.45
AMAZON CAPITAL SERVICES	0417	26010359	060	6500	\$1,200.00
AMAZON CAPITAL SERVICES	0417	26010366	060	6500	\$400.00
AMAZON CAPITAL SERVICES	0423	26001050	030	7090	\$2,000.00
AMAZON CAPITAL SERVICES	0470	26010023	060	260E	\$1,000.00
AMAZON CAPITAL SERVICES	0535	26010372	030	0171	\$2,142.00
AMAZON CAPITAL SERVICES	0550	26010700	060	6500	\$1,000.00
AMAZON CAPITAL SERVICES	0575	26010293	030	0625	\$5,000.00
AMAZON CAPITAL SERVICES	0580	26010066	120	7836	\$1,000.00
AMAZON CAPITAL SERVICES	0700	26001860	030	0606	\$1,000.00
AMAZON CAPITAL SERVICES	0703	26004765	030	0720	\$3,000.00
AMAZON CAPITAL SERVICES	0765	26003813	120	7835	\$1,000.00
AMAZON CAPITAL SERVICES	0788	26007437	060	6500	\$1,000.00
AMAZON CAPITAL SERVICES	0810	26003100	030	0641	\$2,000.00
AMAZON CAPITAL SERVICES	0852	26008433	030	0679	\$2,000.00
AMAZON CAPITAL SERVICES	0852	26010708	030	0679	\$4,500.00
AMAZON CAPITAL SERVICES	0864	26002104	030	0695	\$1,000.00
AMAZON CAPITAL SERVICES	1208	26010368	060	6332	\$1,000.00
AMAZON CAPITAL SERVICES	1260	26004707	060	6332	\$1,000.00

AMAZON CAPITAL SERVICES	1400	26004598	030	7394	\$2,500.00
AMAZON CAPITAL SERVICES	1748	26010056	060	6300	\$40.18
AMAZON CAPITAL SERVICES	1895	26011140	030	0717	\$1,400.00
AMERICAN MUSIC COMPANY, LLC	0270	26010231	060	6770	\$4,573.15
AMERICAN MUSIC COMPANY, LLC	0565	26010449	060	6770	\$3,250.34
AMERICAN MUSIC COMPANY, LLC	0727	26011028	030	0168	\$100.00
AMERICAN T'S	0485	26010412	030	7090	\$2,470.38
AMERICAN T'S	0710	26010663	030	0152	\$822.38
AMF BOWLING CENTERS/BOWLERO	0575	26010314	030	7090	\$4,797.00
APPLE COMPUTER, INC.	0145	26011145	030	0172	\$1,081.41
APPLE COMPUTER, INC.	0795	26011156	060	3182	\$7,101.08
APPLEBY IMAGING, INC.	0919	26010688	060	8150	\$2,873.10
ARTE AMERICAS	0105	26009765	060	6770	\$1,540.00
ARTE AMERICAS	0435	26010610	080	8210	\$680.00
ARTE AMERICAS	0710	26009742	030	0152	\$540.00
ARTE AMERICAS	0852	26010858	030	0679	\$530.00
ARTE AMERICAS	0852	26010873	030	0679	\$930.00
ARTE AMERICAS	0852	26010876	030	0679	\$930.00
ARTISAN MARKETING GROUP	0240	26011065	030	0118	\$2,797.54
ARTWORKZ, EMBROIDERY, AND SCREEN PRINTING	0421	26011174	060	722E	\$1,639.99
ASIAN SUPERMARKET	0325	26010744	030	7090	\$250.00
ASIAN SUPERMARKET	0758	26010457	030	0117	\$1,500.00
ASIAN SUPERMARKET	1255	26010961	060	6332	\$4,000.00
AT&T MOBILITY	0852	26011151	030	0679	\$53.60
AT&T MOBILITY	0852	AT26097	030	0679	\$600.00
AT&T MOBILITY	0895	26011153	030	0716	\$107.20
AT&T MOBILITY	0925	26011148	030	7230	\$53.60
AT&T MOBILITY	0930	26011155	030	0720	\$53.60
ATTAINMENT COMPANY, INC.	0421	26010633	030	0625	\$904.53
AVID CENTER	0421	26010757	060	3010	\$4,599.00
AVID CENTER	0423	26010640	030	7090	\$5,309.00
B & H PHOTO-VIDEO, INC.	0060	26010896	060	2600	\$293.26
B & H PHOTO-VIDEO, INC.	0230	26010329	060	6770	\$743.39
B & H PHOTO-VIDEO, INC.	0335	26010223	060	6770	\$1,487.06
B & H PHOTO-VIDEO, INC.	0455	26010334	030	0115	\$2,026.28
B & H PHOTO-VIDEO, INC.	0460	26011039	060	6010	\$763.78
B & H PHOTO-VIDEO, INC.	0710	26011142	030	0152	\$4,125.95
B & H PHOTO-VIDEO, INC.	0710	26011175	030	0152	\$3,705.57
BAND SHOPPE	0335	26010309	060	6770	\$5,989.94
BAND SHOPPE	0335	26010514	060	6770	\$4,584.59
BARNES & NOBLE, INC.	0045	26010836	060	6010	\$2,441.70
BARNES & NOBLE, INC.	0045	26010856	080	8210	\$1,000.00
BARNES & NOBLE, INC.	0200	26011182	060	2600	\$545.31
BARNES & NOBLE, INC.	0290	26010389	030	0110	\$375.00
BARNES & NOBLE, INC.	0290	26010501	030	0625	\$3,500.00
BARNES & NOBLE, INC.	0335	26011111	030	0125	\$500.00
BARNES & NOBLE, INC.	0335	26011114	030	0125	\$500.00

BARNES & NOBLE, INC.	0335	26011120	030	0125	\$500.00
BARNES & NOBLE, INC.	0395	26010555	060	4124	\$1,334.33
BARNES & NOBLE, INC.	0395	26010556	060	4124	\$1,073.28
BARNES & NOBLE, INC.	0395	26010557	060	4124	\$1,465.84
BARNES & NOBLE, INC.	0395	26011112	060	4124	\$1,625.24
BARNES & NOBLE, INC.	0395	26011118	060	4124	\$2,030.84
BARNES & NOBLE, INC.	0395	26011124	060	4124	\$730.82
BARNES & NOBLE, INC.	0410	26010960	060	6010	\$1,125.31
BARNES & NOBLE, INC.	0430	26010073	060	6010	\$624.37
BARNES & NOBLE, INC.	0430	26010079	060	6010	\$595.37
BARNES & NOBLE, INC.	0445	26010483	030	0625	\$2,500.00
BARNES & NOBLE, INC.	0465	26010854	030	0625	\$2,500.00
BARNES & NOBLE, INC.	0505	26010935	060	3010	\$516.20
BARNES & NOBLE, INC.	0535	26010476	030	0624	\$2,900.00
BARNES & NOBLE, INC.	0575	26010484	030	0625	\$2,000.00
BARNES & NOBLE, INC.	0700	26010220	030	0606	\$350.00
BARNES & NOBLE, INC.	0852	26010203	030	0679	\$3,500.00
BELMONT NURSERY	0460	26010735	080	8210	\$435.57
BENCHMARK EDUCATION CO.	0220	26010806	060	3010	\$147.65
BENTLEY'S DRUM SHOP	1400	26010853	030	7394	\$1,500.00
BEST BUY BUSINESS ADVANTAGE ACCT.	0460	26010934	060	6010	\$1,424.54
BIG 5 SPORTING GOODS	0227	26006276	030	0644	\$5,000.00
BIG 5 SPORTING GOODS CORP.	0005	26011038	060	6010	\$1,500.00
BIG 5 SPORTING GOODS CORP.	0170	26011042	060	6010	\$1,000.00
BIG 5 SPORTING GOODS CORP.	0455	26010769	060	6010	\$1,000.00
BIG 5 SPORTING GOODS CORP.	0475	26010318	060	6010	\$1,000.00
BLAIR, CHURCH, AND FLYNN	1925	25007693	060	9096	\$6,009.65
BLICK ART MATERIALS	0005	26010689	060	6770	\$154.79
BLICK ART MATERIALS	0005	26010701	060	6770	\$156.28
BLICK ART MATERIALS	0165	26010048	060	6770	\$1,461.38
BLICK ART MATERIALS	0188	26010385	060	7399	\$1,188.38
BLICK ART MATERIALS	0188	26010386	060	7399	\$253.17
BLICK ART MATERIALS	0188	26010410	060	7399	\$206.16
BLICK ART MATERIALS	0188	26010432	060	739A	\$591.73
BLICK ART MATERIALS	0188	26010435	060	7399	\$442.21
BLICK ART MATERIALS	0235	26010104	060	6770	\$746.49
BLICK ART MATERIALS	0235	26010108	060	6770	\$3,126.21
BLICK ART MATERIALS	0235	26010181	060	6770	\$2,621.01
BLICK ART MATERIALS	0235	26010345	060	6770	\$633.87
BLICK ART MATERIALS	0421	26010488	060	6770	\$2,652.73
BLICK ART MATERIALS	0422	26010727A	060	6770	\$981.94
BLICK ART MATERIALS	0430	26010724	060	6010	\$1,850.83
BLICK ART MATERIALS	0455	26010163	060	6010	\$910.76
BLICK ART MATERIALS	0480	26011053	060	6010	\$1,224.83
BLUFF POINTE GOLF COURSE	0445	26010161	030	0172	\$1,900.00
BLUFF POINTE GOLF COURSE	0445	26010298	030	0172	\$1,500.00
BOBBY SALAZARS	0230	26005636	030	7090	\$500.00

BOBBY SALAZARS	0395	26005492	030	0125	\$300.00
BOBBY SALAZAR'S/W. SHAW	0460	26001385	030	7090	\$600.00
BRAINPOP.COM, LLC	0235	26010530	030	0625	\$3,270.00
BRAINPOP.COM, LLC	0510	26010609	060	6211	\$2,945.55
BREANA WISE	0305	26010982	030	0111	\$480.00
BUCHANAN HIGH SCHOOL	0145	26010184	030	0172	\$525.00
BULLARD HIGH SCHOOL	0145	26010197	030	0172	\$450.00
CA ASSN. OF DIRECTORS	0421	26010281	030	0171	\$90.00
CA ASSN. OF DIRECTORS	0440	26010001	030	7090	\$300.00
CA ASSN. OF DIRECTORS	0726	26010382	030	0606	\$1,950.00
CABE/CALIF. ASSOC. FOR BILINGUAL EDUCATION	0758	26010149	030	0117	\$5,490.00
CAEA	0490	26010338	060	6770	\$85.00
CAL-HOSA, INC.	0710	26010940	030	0152	\$700.00
CALIF. BAND DIRECTORS ASSOC.	0170	26010292A	060	6770	\$260.00
CALIF. BAND DIRECTORS ASSOC.	0727	26011044	030	0168	\$680.00
CALIFORNIA ASSOCIATION OF SCHOOL PSYCHOLOGISTS	0810	26010289	030	0641	\$129.00
CALIFORNIA BUSINESS MACH., INC.	0005	26010317	030	7090	\$600.00
CALIFORNIA CREATIVITY ASSOCIATION	0417	26009091A	030	0171	\$440.00
CALIFORNIA INDUSTRIAL RUBBER CO.	0919	26011001	060	8150	\$260.91
CALIFORNIA INDUSTRIAL RUBBER CO.	0919	26011014	060	8150	\$855.03
CALIFORNIA INDUSTRIAL RUBBER CO.	0919	26011019	060	8150	\$408.21
CAMBIUM LEARNING, INC.	0220	26011004	030	7091	\$2,001.15
CAMBIUM LEARNING, INC.	0220	26011004	060	3010	\$395.43
CAREERSAFE, LLC	0710	26010981	030	0152	\$303.38
CARLOS LUCIANO RAMIREZ	0145	26010944	030	0171	\$1,408.55
CAROLINA BIOLOGICAL SUPPLY CO.	0235	26010898	030	7140	\$260.20
CARUTHERS HIGH SCHOOL	0185	26010191	030	0172	\$150.00
CDW GOVERNMENT, INC.	0395	26010230	030	7090	\$92.10
CDW GOVERNMENT, INC.	0410	26010322	060	6010	\$6,623.37
CDW GOVERNMENT, INC.	0410	26010323	060	6010	\$697.77
CDW GOVERNMENT, INC.	0415	26010929	030	7090	\$3,813.92
CDW GOVERNMENT, INC.	0765	26010968	120	6053	\$6,623.37
CDW GOVERNMENT, INC.	1395	26009655	350	0916	\$2,135.98
CDW GOVERNMENT, INC.	1895	26010977	030	0717	\$6,623.37
CDW GOVERNMENT, INC.	1895	26010978	030	0717	\$6,623.37
CDW GOVERNMENT, INC.	1920	26010327	030	0734	\$822.63
CEFERINO DOLORES LOPEZ	1040	26010352	350	0917	\$6,960.00
CENTER FOR LAND-BASED LEARNING	0710	26010453	030	0152	\$700.00
CENTRAL CAL METALS	0919	26010722	060	8150	\$685.21
CENTRAL CALIFORNIA RENTALS CORP.	0445	26010913	030	0115	\$1,181.25
CENTRAL EAST HIGH SCHOOL	0395	26010710	030	0172	\$100.00
CENTRAL SANITARY SUPPLY CO., INC.	1891	26010591	030	0716	\$7,177.10
CENTRAL SANITARY SUPPLY CO., INC.	1910	26010132	130	5310	\$2,760.76
CENTRAL SANITARY SUPPLY CO., INC.	1910	26010134	130	5310	\$4,163.35
CENTRAL SANITARY SUPPLY CO., INC.	1910	26010135	130	5310	\$3,890.85
CENTRAL SANITARY SUPPLY CO., INC.	1910	26010136	130	5310	\$7,868.16

CENTRAL SANITARY SUPPLY CO., INC.	1910	26010137	130	5310	\$864.63
CENTRAL SANITARY SUPPLY CO., INC.	1910	26010138	130	5310	\$95.89
CENTRAL SANITARY SUPPLY CO., INC.	1910	26010139	130	5310	\$1,363.26
CENTRAL SANITARY SUPPLY CO., INC.	1910	26010140	130	5310	\$815.57
CENTRAL SANITARY SUPPLY CO., INC.	1910	26010142	130	5310	\$138.85
CENTRAL SANITARY SUPPLY CO., INC.	1910	26010144	130	5310	\$1,694.49
CENTRAL STAR MARKETING, LLC	0185	26010088	030	7090	\$1,205.13
CENTRAL STAR MARKETING, LLC	0185	26010468	060	6770	\$390.06
CENTRAL STAR MARKETING, LLC	0285	26010246	030	0171	\$644.68
CENTRAL STAR MARKETING, LLC	0285	26010433	030	0171	\$30.34
CENTRAL STAR MARKETING, LLC	0860	26011179	030	0694	\$636.38
CENTRAL STAR MARKETING, LLC	0888	26010276	030	0143	\$62.84
CENTRAL VALLEY AFFILIATE OF	0770	26010900	060	9017	\$3,500.00
CENTRAL VALLEY BLINDS	0810	26010687	030	0640	\$1,350.00
CENTRAL VALLEY BLINDS	0852	26010527	030	0679	\$450.00
CENTRAL VALLEY BLINDS	1310	26010353	140	6205	\$2,800.00
CENTRAL VALLEY SPORTS STITCH AND INK	0070	26011081	060	6211	\$1,246.03
CENTRAL VALLEY SPORTS STITCH AND INK	0421	26010835	060	6770	\$666.35
CENTRAL VALLEY SPORTS STITCH AND INK	0580	26010629	030	7090	\$2,220.12
CENTRAL VALLEY TRAILER REPAIR	0919	26010952	060	8150	\$5,016.10
CERTIFIED EDUCATION CONSULTANTS, INC.	0155	26009993	030	7090	\$2,150.00
CHARLES J. BECKER AND BRO., INC.	1895	26010533	030	0717	\$272.30
CHARLES J. BECKER AND BRO., INC.	1895	26010979	030	0717	\$2,178.36
CHEERLEADING COMPANY	0265	26010778	030	7090	\$1,333.87
CHILDREN'S MUSICAL THEATERWORK	0185	26010890	060	6770	\$168.00
CHILDREN'S MUSICAL THEATERWORK	0435	26010456	080	8210	\$336.00
CHILDREN'S PLUS, INC.	0020	26010283	030	0625	\$1,553.75
CHILDREN'S PLUS, INC.	0225	26011122	030	0625	\$2,655.33
CHILDREN'S PLUS, INC.	0380	26010621	030	0625	\$3,356.56
CHILDREN'S PLUS, INC.	0465	26010902	030	0625	\$1,123.10
CHILDREN'S PLUS, INC.	0565	26010498	030	0625	\$6,288.43
CHILDS AND CO., INC.	0919	26009984	060	8150	\$2,017.24
CHILDS AND CO., INC.	0919	26009989	060	8150	\$2,053.93
CHOCOLATE WISHES AND TREATS	0285	26010980	030	7090	\$585.00
CHOCOLATE WISHES AND TREATS	0415	26010751	030	0115	\$765.00
CHRISTOPHER LINDAUER	0710	26010754	030	0152	\$1,895.00
CINTAS CORP.	0810	26002079	030	0640	\$300.00
CKEPUSA, LLC	1910	26010574	130	5310	\$2,806.27
CKEPUSA, LLC	1910	26010576	130	5310	\$1,873.20
CLASSIC CATERING CO, THE	0856	26011098	030	0681	\$500.00
CLAY MIX	0105	26010565	030	7090	\$1,000.00
CLAY MIX	0235	26010099	060	6770	\$1,545.96
CLOVIS EAST HIGH SCHOOL	0055	26011139	030	0172	\$300.00
CLOVIS GLASS CO., INC.	1055	26010354	060	9097	\$1,955.00
CLOVIS WEST HIGH SCHOOL	0055	26010270	030	0172	\$800.00
CLOVIS WEST HIGH SCHOOL	0395	26010712	030	0172	\$450.00
CMEA/CALIF. MUSIC EDUCATORS ASSOC.	0170	26010292	060	6770	\$260.00

COCHLEAR AMERICAS	0788	26010922	060	6500	\$901.30
COJALI USA, INC.	0925	26010993	030	7230	\$459.00
COMMUNITY PRODUCTS, LLC	0715	26011033	120	5163	\$2,716.22
COMMUNITY PRODUCTS, LLC	1895	26010402	030	0717	\$9,394.64
COMMUNITY PRODUCTS, LLC	1895	26010414	030	0717	\$9,394.64
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0765	26010361	120	6053	\$9,214.27
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0765	26010417	120	6053	\$9,394.64
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0765	26010420	120	6053	\$9,394.64
COUNTY OF FRESNO/HEALTH SVS.	0924	26011063	060	8150	\$3,000.00
CRESKO	1910	26010035	130	5310	\$3,435.62
CRESKO	1910	26010462	130	5310	\$471.54
CRESKO	1910	26010463	130	5310	\$742.16
CRESKO	1910	26010577	130	5310	\$279.54
CRESKO	1910	26010637	130	5310	\$915.56
CRESKO	1910	26010972	130	5310	\$1,602.50
CTBOOK HOLDINGS, LLC	0235	26010512	030	0625	\$2,380.72
CULLINAN EDUCATION CENTER	0485	26010211	060	3182	\$3,180.00
CURRICULUM ASSOCIATES, LLC	0785	26011170	060	6547	\$4,991.48
D.E. VIGIL UNLIMITED, INC.	1910	26011171	130	5310	\$3,606.33
DANIEL MURRIETA	0235	26008644	030	0125	\$170.70
DANIEL MURRIETA	0235	26010116	030	7090	\$4,998.11
DANIEL MURRIETA	0235	26010128	030	7090	\$4,998.64
DELI DELICIOUS	0227	26002655	030	0644	\$500.00
DELI DELICIOUS	0700	26002225	030	0606	\$200.00
DELI DELICIOUS	0810	26003091	030	0641	\$500.00
DELI DELICIOUS	1335	26010121	030	0500	\$6,000.00
DEMCO, INC.	0095	26010515	030	0625	\$476.59
DEMCO, INC.	0175	26011181	030	7090	\$303.96
DEMCO, INC.	0235	26010628	030	0624	\$3,334.21
DEMCO, INC.	0270	26010253	060	6010	\$1,473.75
DEMCO, INC.	0325	26010986	030	0625	\$1,493.28
DEMCO, INC.	0330	26010544	030	0625	\$629.64
DEMCO, INC.	0335	26010399	030	0625	\$1,208.18
DEMCO, INC.	0335	26011185	030	0625	\$4,578.22
DEMCO, INC.	0370	26010204	030	0625	\$560.62
DEMCO, INC.	0420	26010047	060	6010	\$1,114.69
DEMCO, INC.	0500	26010994	030	0625	\$845.35
DEVELOPMENT GROUP, INC.	0810	26011147	030	0640	\$1,759.98
DI CICCIO'S/KINGS CANYON	0567	26001775	030	7090	\$600.00
DICICCO'S	0005	26010871	060	4129	\$1,000.00
DICICCO'S	0305	26006867	030	7090	\$200.00
DICICCO'S ITALIAN RESTAURANT	0495	26011070	030	0110	\$777.09
DICICCO'S ITALIAN RESTAURANT	0885	26010623	030	0140	\$1,000.00
DICICCO'S ITALIAN RESTAURANT	0889	26010955	030	0709	\$1,000.00
DIGI-KEY CORPORATION	0710	26010080	030	0152	\$4,725.09
DINUBA HIGH SCHOOL	0235	26010196	030	0172	\$200.00
DION LEONARD	0420	26010895	030	0625	\$151.69

DISCOVERY CENTER, THE	0725	26010190	030	0173	\$1,399.00
DJM DRAPERY SERVICE	1045	26010572	350	0917	\$9,459.00
DJM DRAPERY SERVICE	1465	26010511	350	0917	\$9,209.00
DJM DRAPERY SERVICE	1475	26010513	350	0917	\$9,459.00
DT DAVIS ENTERPRISES, LTD	0788	26010728	060	6500	\$935.59
DUMONT PRINTING, INC.	0130	26010584	030	0125	\$248.91
DUMONT PRINTING, INC.	0758	26010558	030	7091	\$932.89
DUMONT PRINTING, INC.	0765	26010107	120	9077	\$2,191.92
DUMONT PRINTING, INC.	0765	26010240	060	9063	\$662.02
DUMONT PRINTING, INC.	0856	26010054	030	0681	\$3,726.16
DUMONT PRINTING, INC.	0889	26010675	030	0709	\$4,448.85
DUNN-EDWARDS CORPORATION	0919	26010579	060	8150	\$4,558.20
DUNN-EDWARDS CORPORATION	0919	26010658	060	8150	\$4,891.16
DUNN-EDWARDS CORPORATION	0919	26010660	060	8150	\$4,947.61
DUNN-EDWARDS CORPORATION	0919	26010662	060	8150	\$2,067.32
DUNN-EDWARDS CORPORATION	0919	26010666	060	8150	\$4,747.64
DUTCH BROS COFFEE FRESNO	0395	26001606	030	0125	\$500.00
DUTCH BROS COFFEE FRESNO	0856	26010736	030	0681	\$1,000.00
DYNAMISM, INC.	0475	26011087	030	0625	\$899.72
EDDIE'S BAKERY CAFE	0355	26010005	030	7090	\$400.00
EKC ENTERPRISES, INC.	0919	26010423	060	8150	\$2,378.84
ENERGY RESOURCES	0919	26011189	060	8150	\$4,454.72
ESGI, LLC	0422	26010926	030	7090	\$616.50
ESGI, LLC	0450	26010529	030	7091	\$184.50
EVO BLUESTEIN	0340	26011159	060	6770	\$3,800.00
EXPLORE LEARNING, LLC	0240	26010816	060	7399	\$1,125.00
EXPO PARTY RENTAL AND SALES	0700	26008430	030	0606	\$90.00
FAMILY, CAREER, AND COMMUNITY LEADERS	0710	26011061	030	0152	\$18.00
FASTENAL COMPANY	0919	26009987	060	8150	\$3,602.65
FIRST STRING SPORTS	0035	26009974	060	260E	\$2,079.45
FIRST STRING SPORTS	0055	26010974	030	0172	\$1,204.66
FIRST STRING SPORTS	0070	26010315	060	260E	\$1,077.00
FIRST STRING SPORTS	0145	26010158	030	0172	\$1,214.93
FIRST STRING SPORTS	0208	26010300	030	7090	\$3,086.95
FIRST STRING SPORTS	0208	26010319	030	7090	\$2,924.47
FIRST STRING SPORTS	0235	26010442	030	0172	\$285.78
FIRST STRING SPORTS	0235	26010443	030	0172	\$2,382.83
FIRST STRING SPORTS	0235	26010444	030	0172	\$2,107.03
FIRST STRING SPORTS	0235	26010919	030	0172	\$1,690.26
FIRST STRING SPORTS	0255	26010369	060	260E	\$4,500.00
FIRST STRING SPORTS	0290	26010473	060	260E	\$300.00
FIRST STRING SPORTS	0725	26010667	030	0172	\$500.00
FIRST STRING SPORTS	0725	26010669	030	0172	\$500.00
FLINN SCIENTIFIC	0100	26010851	030	7090	\$1,071.05
FLINN SCIENTIFIC, INC.	0055	26010976	030	0125	\$120.51
FLINN SCIENTIFIC, INC.	0145	26010950	060	3010	\$307.16
FLINN SCIENTIFIC, INC.	0185	26010813	060	3010	\$3,439.31

FLINN SCIENTIFIC, INC.	0185	26010864	030	7090	\$135.26
FLINN SCIENTIFIC, INC.	0335	26010391	030	0125	\$772.19
FLINN SCIENTIFIC, INC.	0335	26010392	030	0125	\$3,798.95
FLINN SCIENTIFIC, INC.	0335	26010394	030	0125	\$205.60
FLINN SCIENTIFIC, INC.	1748	26009990	060	6300	\$1,397.68
FLINN SCIENTIFIC, INC.	1748	26010465	060	6300	\$376.60
FOOD 4 THOUGHT, LLC	1910	26010753	130	9074	\$3,910.00
FORESTIERE UNDERGROUND GARDENS, LLC	0702	26010157	060	6266	\$800.00
FORKLIFTS GROUP WEST, INC.	0919	26010347	060	8150	\$2,825.28
FOSSIL DISCOVERY CENTER OF MADERA COUNTY	0725	26010200	030	0173	\$1,080.00
FREESTYLE PHOTOGRAPHIC SUP.	0423	26011046	030	7090	\$337.62
FRESNO AG HARDWARE	0140	26010625	060	2600	\$100.00
FRESNO AG HARDWARE	0710	26010840	030	0152	\$400.00
FRESNO BEKINS	0860	26010718	030	0694	\$810.00
FRESNO BEKINS	1185	26010101	350	0917	\$2,025.00
FRESNO CHAFFEE ZOO CORPORATION	0020	26010017A	030	7090	\$1,005.00
FRESNO CHAFFEE ZOO CORPORATION	0500	26009411A	060	7399	\$366.00
FRESNO CHAFFEE ZOO CORPORATION	0580	26010065	030	7090	\$700.00
FRESNO CHAFFEE ZOO CORPORATION	0702	26010050B	030	0720	\$1,907.00
FRESNO CHAFFEE ZOO CORPORATION	0710	26010618	030	0152	\$2,295.00
FRESNO CHAFFEE ZOO CORPORATION	0725	26007479	030	0173	\$336.00
FRESNO CHAFFEE ZOO CORPORATION	0725	26007485	030	0173	\$123.00
FRESNO CHAFFEE ZOO CORPORATION	0725	26007488	030	0173	\$77.00
FRESNO CHAFFEE ZOO CORPORATION	0725	26008244	030	0173	\$21.50
FRESNO CHAFFEE ZOO CORPORATION	0725	26008353	030	0173	\$18.00
FRESNO CHAFFEE ZOO CORPORATION	0725	26010057	030	0173	\$875.00
FRESNO CHAFFEE ZOO CORPORATION	0725	26010205	030	0173	\$1,901.00
FRESNO CHAFFEE ZOO CORPORATION	0856	26010475	030	0681	\$1,727.40
FRESNO CITY COLLEGE	0785	26010847	060	6500	\$1,357.00
FRESNO COMPACT	0850	26009970	030	0674	\$3,750.00
FRESNO COUNTY EOC	0812	26010446	030	0141	\$8,400.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0230	26010195	030	0124	\$10.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0335	26010236	030	7090	\$650.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0700	26010201	030	0606	\$300.00
FRESNO ECONOMIC OPPORTUNITIES COMMISSION	0785	26010690	060	6500	\$800.00
FRESNO ECONOMIC OPPORTUNITIES COMMISSION	0787	26010697	060	6500	\$1,000.00
FRESNO ECONOMIC OPPORTUNITIES COMMISSION	0930	26010683	030	0720	\$2,500.00
FRESNO HIGH SCHOOL	0421	26011027	030	0172	\$800.00
FRESNO HIGH WALL OF CHAMPIONS FOUNDATION	0185	26010452	030	0172	\$1,000.00
FRESNO OXYGEN	0120	26010720	030	7090	\$676.27
FRESNO OXYGEN	0552	26010229	060	9017	\$114.85
FRESNO OXYGEN	0919	26010815	060	8150	\$1,086.56
FRESNO POLICE DEPARTMENT	0240	26001035	030	0128	\$2,700.00
FRESNO PUMP AND SUPPLY, INC.	0919	26010525	060	8150	\$1,434.86
FSS CONTENT TOPCO, LP	0210	26010606	030	0625	\$2,311.79
FSS CONTENT TOPCO, LP	0325	26010592	030	0625	\$3,450.90
FUTURE BUSINESS LEADERS OF AMERICA	0710	26011060	030	0152	\$500.00

G L A D ENTERTAINMENT, INC.	0440	26010055	030	7091	\$1,622.25
G W SCHOOL SUPPLY	0005	26010783	060	6010	\$3,000.00
G W SCHOOL SUPPLY	0005	26010855	030	7091	\$200.00
G W SCHOOL SUPPLY	0055	26010388	030	0173	\$200.00
G W SCHOOL SUPPLY	0060	26010784	060	2600	\$1,500.00
G W SCHOOL SUPPLY	0075	26010782	060	6010	\$2,500.00
G W SCHOOL SUPPLY	0120	26010634	060	6010	\$2,000.00
G W SCHOOL SUPPLY	0123	26004157	030	7090	\$350.00
G W SCHOOL SUPPLY	0150	26011007	060	6010	\$700.00
G W SCHOOL SUPPLY	0170	26011008	060	6010	\$500.00
G W SCHOOL SUPPLY	0208	26011121	060	6010	\$2,000.00
G W SCHOOL SUPPLY	0290	26010479	060	6010	\$3,000.00
G W SCHOOL SUPPLY	0340	26010779	060	6010	\$2,000.00
G W SCHOOL SUPPLY	0385	26010471	060	6500	\$200.00
G W SCHOOL SUPPLY	0385	26010480	060	6500	\$200.00
G W SCHOOL SUPPLY	0385	26010481	060	6500	\$200.00
G W SCHOOL SUPPLY	0395	26011183	060	4124	\$3,000.00
G W SCHOOL SUPPLY	0422	26010878	060	2600	\$1,000.00
G W SCHOOL SUPPLY	0475	26007492	060	6010	\$2,500.00
G W SCHOOL SUPPLY	0485	26010781	060	6010	\$3,000.00
G W SCHOOL SUPPLY	0500	26011012	030	7090	\$200.00
G W SCHOOL SUPPLY	0550	26010477	120	7836	\$170.00
G W SCHOOL SUPPLY	0550	26010478	120	7836	\$200.00
G W SCHOOL SUPPLY	0575	26011011	060	6010	\$700.00
G W SCHOOL SUPPLY	0864	26011072	030	0695	\$500.00
GIBBS INTERNATIONAL, INC.	0919	26010332	060	8150	\$7,804.59
GOLD STAR FOODS, INC.	1910	26010771	130	5310	\$4,478.40
GOLD STAR FOODS, INC.	1910	26010790	130	5310	\$7,219.20
GOLDEN VALLEY HIGH SCHOOL	0055	26010692	030	0172	\$400.00
GOLF CAR CENTRAL SERVICE	0130	26010492	030	0123	\$1,498.96
GOLF CAR CENTRAL SERVICE	0208	26011021	030	7090	\$2,699.35
GOPHER	0035	26010831	060	6010	\$406.69
GOPHER	0075	26010833	060	6010	\$1,168.57
GOPHER	0185	26010111	030	7090	\$1,413.57
GOPHER	0220	26010379	060	260E	\$230.47
GOPHER	0220	26010380	060	260E	\$191.89
GOPHER	0235	26010097	030	7090	\$2,489.37
GOPHER	0285	26011176	060	6010	\$979.17
GOPHER	0395	26010497	030	0125	\$2,725.06
GOPHER	0417	26010182	060	6010	\$1,761.86
GORDON INDUSTRIAL SUPPLY, INC.	0710	26010532	030	0152	\$500.00
GOTTSCHALK MUSIC CENTER	0500	26010381	060	6770	\$1,872.29
GOTTSCHALK MUSIC CENTER	0727	26010916	030	0168	\$190.00
GOTTSCHALK MUSIC CENTER	0727	26010943	030	0168	\$300.00
GOTTSCHALK MUSIC CENTER	0727	26010995	030	0168	\$370.00
GOTTSCHALK MUSIC CENTER	0727	26010997	030	0168	\$255.00
GOTTSCHALK MUSIC CENTER	0727	26010998	030	0168	\$600.00

GOTTSCHALK MUSIC CENTER	0727	26011000	030	0168	\$510.00
GOTTSCHALK MUSIC CENTER	0727	26011002	030	0168	\$445.00
GOTTSCHALK MUSIC CENTER	0727	26011003	030	0168	\$275.00
GOTTSCHALK MUSIC CENTER	0727	26011006	030	0168	\$500.00
GOTTSCHALK MUSIC CENTER	1748	2501354A	060	6300	\$117.02
GRADUATE SERVICES, LTD	0130	26010249	030	0173	\$2,500.00
GRADUATE SERVICES, LTD	0335	26010242	030	0125	\$767.12
GRADUATE SERVICES, LTD	0617	26010114	060	7435	\$579.68
GRADUATE SERVICES, LTD	1400	26010016	030	7394	\$1,095.15
GRAINGER, INC.	0100	26010839	030	7090	\$3,033.95
GRAINGER, INC.	0919	26010002	060	8150	\$1,314.06
GRAINGER, INC.	0919	26010355	060	8150	\$3,285.17
GRAINGER, INC.	1910	26010356	130	5310	\$1,668.32
GRAINGER, INC.	1910	26010846	130	5310	\$632.96
GRAPHIC COMMUNICATION	1891	26010019	030	0716	\$7,060.50
GT COOKIES FRESNO, INC.	0421	26010310	030	7090	\$400.00
GUADALAJARA RESTAURANT	0005	26010870	060	4129	\$1,000.00
GUITAR CENTER STORE, INC.	0005	26010219	060	6010	\$311.01
GUITAR CENTER STORE, INC.	0285	26011073	060	6010	\$3,257.00
HACH COMPANY	0710	26009976	060	6387	\$8,139.25
HAJOCA CORPORATION	0919	26011080	060	8150	\$314.88
HAPPY NUMBERS, INC.	0290	26010612	060	6211	\$740.00
HARRISON BROS, INC.	0575	26010321	030	0171	\$474.83
HARVARD HOUSE	0105	26011160	030	7090	\$1,000.00
HARVARD HOUSE	0140	26010918	060	6770	\$4,104.30
HARVARD HOUSE	0727	26011009	030	0168	\$200.00
HARVARD HOUSE	0727	26011010	030	0168	\$280.00
HARVARD HOUSE	0727	26011013	030	0168	\$240.00
HARVARD HOUSE	0727	26011016	030	0168	\$555.00
HARVARD HOUSE	0727	26011018	030	0168	\$345.00
HBC ENTERPRISES	1110	25021979	350	0917	\$5,760.50
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	26010589	030	0716	\$2,752.26
HEWITT'S RESTAURANT	0200	26002543	030	7090	\$50.00
HEWITT'S RESTAURANT	0220	26010545	030	7090	\$316.38
HEWITT'S RESTAURANT	0265	26010401	030	7090	\$2,000.00
HEWITT'S RESTAURANT	0325	26010746	030	7090	\$1,500.00
HEWITT'S RESTAURANT	0395	26001603	030	0125	\$700.00
HEWITT'S RESTAURANT	0415	26010064	030	0115	\$4,000.00
HEWITT'S RESTAURANT	0421	26010308	030	7090	\$700.00
HEWITT'S RESTAURANT	0710	26010810	030	0152	\$2,000.00
HEWITT'S RESTAURANT	0885	26010247	030	0140	\$2,500.00
HL CORPORATION	0145	26009992	030	7090	\$705.14
HMONG WORLD, LLC	1748	26009882	060	6300	\$1,928.53
HMONGEN, INC.	0710	26010259	030	0152	\$5,415.00
HOBBY TOWN U S A	0395	26010237	030	0125	\$650.00
HORN PHOTO, INC.	0417	26010460	030	0625	\$81.10
HORN PHOTO, INC.	0417	26011015	030	0625	\$486.49

HORN PHOTO, INC.	0710	26010604	060	6387	\$3,309.57
HORN PHOTO, INC.	0758	26010832	030	7091	\$1,000.00
HORN SHOP, THE	0105	26011158	030	7090	\$1,000.00
HORN SHOP, THE	0355	26010037	060	6770	\$3,255.97
HORN SHOP, THE	0727	26011020	030	0168	\$665.00
HOSA, INC.	0710	26010933	030	0152	\$635.00
HOSA, INC.	0710	26011062	030	0152	\$170.00
HOUGHTON MIFFLIN COMPANY	1758	26010999	060	3010	\$5,508.30
HUMANWARE, INC.	0788	26010526	060	6500	\$759.44
IDEAL SAW WORKS	0710	26010537	030	0152	\$500.00
IDEAL SAW WORKS	0919	26010004	060	8150	\$998.99
IDEAL SAW WORKS	1400	26010969	030	7394	\$822.78
IDSVOOG, AMY	0930	26010885	030	0720	\$78.77
INCLUSIVE TLC, INC.	0788	26011071	060	6500	\$843.46
INGRAHAM TROPHIES	0235	26009985	030	0172	\$8,219.44
INGRAHAM TROPHIES	0235	26010400	030	0172	\$377.79
INGRAHAM TROPHIES	0395	26003890	030	0172	\$2,500.00
INSIGHT DESIGN AND PRINT	1575	26011076	060	6332	\$4,984.10
INTELLIGENT MARKING USA, INC.	0055	26009997	030	0172	\$2,640.72
INTERNATIONAL AGRI-CENTER	0710	26010439	030	0152	\$1,050.00
INTERNATIONAL AGRI-CENTER	0710	26010880	030	0152	\$120.00
INTERNATIONAL BACCALAUREATE ORGANIZATION	0185	26010403	030	7090	\$7,033.00
IT'S BOBATIME	0702	26010094	060	6266	\$1,000.00
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0130	26011069	030	7090	\$1,213.52
J W PEPPER AND SONS, INC.	0185	26010570	060	6770	\$2,067.10
J W PEPPER AND SONS, INC.	0335	26010046	060	6770	\$205.86
J W PEPPER AND SONS, INC.	0335	26010152	060	6770	\$1,533.17
J W PEPPER AND SONS, INC.	0335	26010302	060	6770	\$3,211.33
J W PEPPER AND SONS, INC.	0335	26010330	060	6770	\$4,903.93
J W PEPPER AND SONS, INC.	0727	26011023	030	0168	\$380.00
J W PEPPER AND SONS, INC.	0727	26011026	030	0168	\$110.00
J W PEPPER AND SONS, INC.	0727	26011030	030	0168	\$100.00
J W PEPPER AND SONS, INC.	0727	26011031	030	0168	\$110.00
J W PEPPER AND SONS, INC.	0727	26011032	030	0168	\$190.00
J W PEPPER AND SONS, INC.	0727	26011034	030	0168	\$245.00
J W PEPPER AND SONS, INC.	0727	26011035	030	0168	\$290.00
J W PEPPER AND SONS, INC.	0727	26011036	030	0168	\$400.00
J&J LY, INC.	0395	26010546	030	7090	\$178.60
JAMES MORPHY	0395	26010482	030	0172	\$218.94
JAMIE STIDHAM-RICHARDS	0090	26011099	030	7090	\$750.00
JEMAZ INCORPORATED	0185	26010437	060	6770	\$100.00
JENNIFER IACOVINO	0701	26010335	060	6266	\$4,900.00
JENNIFER IACOVINO	0701	26010761	060	6266	\$4,900.00
JESSE ITUARTE	0495	26010936	030	0625	\$614.89
JOHNSON CONTROLS US HOLDINGS, INC.	0919	26010397	060	8150	\$5,043.06
JOHNSTON INDUSTRIAL	0710	26010536	030	0152	\$500.00
JOHNSTONE SUPPLY	0919	26010040	060	8150	\$5,519.58

JORGENSEN AND COMPANY, INC.	1910	26010678	130	5310	\$800.00
JULIO BUSTOS	1400	26010549	030	7394	\$2,680.73
JUNIOR LIBRARY GUILD	0235	26010803	030	0625	\$2,623.57
KARINA OROCIO	0852	26010685	030	0679	\$1,757.00
KEITH, SEREY	0930	26010884	030	0720	\$87.68
KIKKU JAPANESE	0423	26010129	030	7090	\$500.00
KIKKU JAPANESE	0601	26010760	030	0677	\$300.00
LA ESTRELLA BAKERY	0090	26010106	080	8210	\$600.00
LA ESTRELLA BAKERY	0265	26011067	030	7090	\$128.22
LA ESTRELLA BAKERY	0530	26010740	030	7090	\$400.00
LA IMPERIAL TAQUERIA	0450	26010725	030	7090	\$2,073.22
LA TORTA	0225	26010743	030	7091	\$450.00
LAKESHORE LEARNING MATERIALS	0025	26010346	060	6010	\$3,373.21
LAKESHORE LEARNING MATERIALS	0070	26010862	060	6211	\$629.38
LAKESHORE LEARNING MATERIALS	0220	26010179	080	8210	\$711.92
LAKESHORE LEARNING MATERIALS	0325	26010517	060	6010	\$1,301.38
LAKESHORE LEARNING MATERIALS	0325	26010923	030	7090	\$1,034.79
LAKESHORE LEARNING MATERIALS	0430	26010326	030	7090	\$699.70
LAKESHORE LEARNING MATERIALS	0562	26010903	120	7836	\$490.26
LAKESHORE LEARNING MATERIALS	0562	26011107	120	7836	\$479.12
LAKESHORE LEARNING MATERIALS	0715	26010881	120	5163	\$424.71
LAKESHORE LEARNING MATERIALS	0715	26010891	120	5163	\$818.87
LAKESHORE LEARNING MATERIALS	0765	26010407	120	9055	\$2,410.05
LAKESHORE LEARNING MATERIALS	0765	26010413	120	9055	\$3,413.31
LAKESHORE LEARNING MATERIALS	0765	26010600	120	9055	\$1,310.58
LAKESHORE LEARNING MATERIALS	0765	26010702	120	9055	\$3,263.62
LAKESHORE LEARNING MATERIALS	0765	26010804	120	6052	\$3,112.35
LAKESHORE LEARNING MATERIALS	0765	26010907	120	9055	\$147.63
LAKESHORE LEARNING MATERIALS	0785	26010510	060	3315	\$284.15
LAKESHORE LEARNING MATERIALS	1748	26010213	060	6300	\$1,994.97
LAKESHORE LEARNING MATERIALS	1748	26010275	060	6300	\$3,176.76
LAKESHORE LEARNING MATERIALS	1748	26010279	060	6300	\$3,309.15
LAKESHORE LEARNING MATERIALS	1895	26010384	030	0717	\$6,978.17
LAKESHORE LEARNING MATERIALS	1895	26010387	030	0717	\$6,906.89
LAKESHORE LEARNING MATERIALS	1895	26010390	030	0717	\$1,166.17
LAKESHORE LEARNING MATERIALS	1895	26010879	030	0717	\$6,978.17
LARRY A. LIVERMORE	0505	26010295	030	7090	\$72.00
LARSON BROTHERS	0055	26010058	030	7090	\$1,800.00
LARSON BROTHERS	0395	26005225	030	7090	\$1,200.00
LAWRENCE ENGINEERING GROUP	1145	26005212	350	0917	\$4,894.08
LEARNING A-Z	0005	26010126	030	7091	\$1,076.68
LEARNING A-Z	0005	26010126	060	3010	\$4,306.72
LEMOORE HIGH SCHOOL	0235	26010693	030	0172	\$450.00
LEON ENVIRONMENTAL SERVICES	0924	26002184	060	8150	\$4,000.00
LEARNER PUBLISHING GROUP, INC.	0365	26010605	030	0625	\$1,128.46
LEARNER PUBLISHING GROUP, INC.	0495	26010504	030	0625	\$1,702.43
LESLIE'S POOL SUPPLY, INC.	0919	26010608	060	8150	\$6,000.00

LILY'S CAFE	0240	26010250	030	0128	\$1,500.00
LINKA CORPORATION	0450	26010726	030	7090	\$900.00
LITHIA	0885	26010430	030	0140	\$2,410.00
LITHIA	0919	26010324	060	8150	\$2,746.96
LOS AMIGOS MEXICAN RESTAURANT	0005	26010957	060	4129	\$3,000.00
LOWE'S	0005	26010657	060	6010	\$1,700.00
LOWE'S	0045	26010645	060	6010	\$1,000.00
LOWE'S	0140	26011149	060	2600	\$300.00
LOWE'S	0145	26009376	030	7090	\$500.00
LOWE'S	0170	26010232	030	0115	\$300.00
LOWE'S	0185	26010984	030	7090	\$1,000.00
LOWE'S	0330	26010170	060	6010	\$530.56
LOWE'S	0335	26010287	060	6770	\$6,442.22
LOWE'S	0335	26010404	060	6770	\$2,208.39
LOWE'S	0460	26010466	060	6010	\$530.00
LOWE'S	0475	26010044	060	6010	\$597.56
LOWE'S	0475	26010233	060	6010	\$930.92
LOWE'S	0475	26011066	060	6010	\$1,500.00
LOWE'S	0495	26010032	060	6010	\$187.00
LOWE'S	0710	26009998	030	0152	\$332.66
LOWE'S	0710	26010000	030	0152	\$2,743.27
LOWE'S	0710	26010169	030	0152	\$500.00
LOWE'S	0715	26010651	120	5163	\$200.00
LOWE'S	0852	26010963	030	0679	\$1,000.00
LOWE'S	1400	26005557	030	7394	\$1,000.00
LOWE'S	1400	26010967	030	7394	\$799.62
MAD ILLUSTRATORS	0755	26010416	030	0189	\$1,656.12
MAD ILLUSTRATORS	0755	26010506	030	0189	\$554.75
MADERA SOUTH HIGH SCHOOL	0395	26010711	030	0172	\$60.00
MAGNA MIXER, LLC	1910	25016064	130	5310	\$644.43
MAMA MIA PIZZERIA	0220	26010312	060	4129	\$1,473.56
MAMA MIA PIZZERIA	1185	26010028	030	0500	\$1,560.24
MARBLESOFT, LLC	0785	26010339	060	3315	\$1,346.82
MARBLESOFT, LLC	0785	26010339	060	6500	\$5,387.30
MC GRAW-HILL EDUCATION, INC.	1748	26010445	060	6300	\$2,085.26
MC GRAW-HILL EDUCATION, INC.	1748	26011025	060	6300	\$833.63
MCKESSON MEDICAL-SURGICAL	1891	26010487	030	0716	\$244.91
MCLANE HIGH STUDENT BODY	0395	26010714	030	0172	\$450.00
MEDITERRANEAN GRILL	0005	26010954	060	4129	\$1,000.00
MEDITERRANEAN GRILL	0120	26010614	030	7090	\$2,000.00
MEDITERRANEAN GRILL	0170	26010758	060	4129	\$1,000.00
MEDITERRANEAN GRILL	0567	26001774	030	7090	\$600.00
MEDITERRANEAN GRILL	0885	26010624	030	0140	\$1,000.00
MEGA-PRINTS, INC.	0445	26010826	030	7090	\$487.58
MELO, RICK	1910	26010842	130	5310	\$55.88
ME-N-ED'S, INC.	0055	26003899	030	0171	\$500.00
ME-N-ED'S, INC.	0095	26010777	030	0110	\$119.94

ME-N-ED'S, INC.	0145	26011102	060	722A	\$2,500.00
ME-N-ED'S, INC.	0160	26010123	060	260E	\$500.00
ME-N-ED'S, INC.	0215	26005711	030	0110	\$1,000.00
ME-N-ED'S, INC.	0265	26003682	030	0115	\$995.00
ME-N-ED'S, INC.	0295	26010367	030	7090	\$300.00
ME-N-ED'S, INC.	0340	26004482	030	7090	\$1,500.00
ME-N-ED'S, INC.	0395	26010009	070	0761	\$1,500.00
ME-N-ED'S, INC.	0415	26010959	030	7090	\$1,500.00
ME-N-ED'S, INC.	0450	26003807	030	7090	\$1,000.00
ME-N-ED'S, INC.	0470	26011100	080	8210	\$500.00
ME-N-ED'S, INC.	0567	26001773	030	7090	\$1,000.00
ME-N-ED'S, INC.	0710	26010059	030	0152	\$300.00
ME-N-ED'S, INC.	0710	26010599	030	0152	\$2,000.00
ME-N-ED'S, INC.	0710	26010780	030	0152	\$1,500.00
ME-N-ED'S, INC.	0758	26010892	030	7091	\$7,045.00
ME-N-ED'S, INC.	0852	26010350	030	0682	\$1,000.00
ME-N-ED'S, INC.	0885	26010616	030	0140	\$1,000.00
ME-N-ED'S, INC.	1215	26010547	060	6332	\$1,000.00
ME-N-ED'S, INC.	1400	26010603	030	7394	\$1,000.00
MESA ENERGY SYSTEMS, INC.	1150	25021764	350	0917	\$1,574.91
METEOR EDUCATION, LLC	0417	26011161	030	0625	\$1,579.60
METEOR EDUCATION, LLC	0810	26010932	030	0640	\$1,150.00
METEOR EDUCATION, LLC	1395	26010941	350	0916	\$9,768.40
MICHAEL'S STORES	0727	26010521	030	0169	\$100.00
MIDLAND TRACTOR CO.	0919	26010360	060	8150	\$868.78
MINUTEMAN PRESS	0888	26010278	060	6019	\$1,954.81
MINUTEMAN PRESS	0925	26010742	030	7230	\$160.25
MIRACLE PLAYSYSTEMS, INC.	0919	26010290	060	8150	\$5,503.86
MIRACLE PLAYSYSTEMS, INC.	0919	26010670	060	8150	\$1,644.88
MIRACLE PLAYSYSTEMS, INC.	1410	26010620	350	0917	\$1,704.00
MOBILE MINI, INC.	1765	26010581	350	0917	\$2,374.96
MORRO BAY HIGH SCHOOL	0055	26010274	030	0172	\$650.00
MORRO BAY HIGH SCHOOL	0145	26010199	030	0172	\$600.00
MULTI MARKETING CORP.	0355	26010041	060	260E	\$2,301.22
MUSIC EDUCATORS ASSOCIATION OF FRESNO MADERA COUNTIES	0335	26010267	060	6770	\$20.00
MUSIC EDUCATORS ASSOCIATION OF FRESNO MADERA COUNTIES	0505	26010166	060	6770	\$300.00
MYOUTCOMES FOR MENTAL WELL BEING, INC.	0326	26010649	060	6546	\$3,738.00
NASCO EDUCATION, LLC	0395	26011058	060	6770	\$4,098.11
NATIONAL AUTISM RESOURCES, LLC	1748	26010187	060	6300	\$299.89
NATIONAL RESTAURANT ASSOC.	1910	26010659	130	5310	\$4,686.24
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	1055	26008590	060	9097	\$365.79
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	1145	26008588	060	9097	\$365.79
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	1335	26008581	060	9097	\$365.79
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	1450	25021943	350	0917	\$7,342.00
NICK'S CUSTOM GOLF CARS	0130	26011048	030	0125	\$487.50

NO TEARS LEARNING, INC.	0765	26010198	120	6053	\$2,107.76
NO TEARS LEARNING, INC.	0765	26010208	120	6053	\$2,107.76
NO TEARS LEARNING, INC.	0765	26010225	120	6053	\$1,995.15
NO TEARS LEARNING, INC.	0785	26010194	060	3315	\$1,934.12
NORTH YOSEMITE LEAGUE	0235	26010210	030	0172	\$2,500.00
NORTH YOSEMITE LEAGUE	0335	26010206	030	0172	\$2,500.00
NOTORIOUS GRAFIX	0295	26010207	080	8210	\$2,405.37
NSMOORE, INC.	0020	26010398	030	7091	\$150.00
NSMOORE, INC.	0025	26010349	060	6010	\$2,000.00
NSMOORE, INC.	0025	26010730	030	7090	\$500.00
NSMOORE, INC.	0025	26010731	030	7090	\$500.00
NSMOORE, INC.	0100	26010012	060	6010	\$68.00
NSMOORE, INC.	0100	26010063	060	6010	\$72.00
NSMOORE, INC.	0100	26010553	060	6010	\$97.00
NSMOORE, INC.	0145	26010834	030	0125	\$350.00
NSMOORE, INC.	0160	26010748	030	7090	\$250.00
NSMOORE, INC.	0170	26010265	030	7090	\$500.00
NSMOORE, INC.	0175	26010587	030	0110	\$200.00
NSMOORE, INC.	0208	26010256	030	0110	\$300.00
NSMOORE, INC.	0208	26011133	060	6010	\$500.00
NSMOORE, INC.	0220	26010371	030	7091	\$200.00
NSMOORE, INC.	0220	26010375	030	7091	\$200.00
NSMOORE, INC.	0220	26010377	030	7091	\$200.00
NSMOORE, INC.	0265	26009402	030	7090	\$200.00
NSMOORE, INC.	0265	26010863	030	7090	\$200.00
NSMOORE, INC.	0265	26010869	030	7090	\$500.00
NSMOORE, INC.	0295	26010541	030	7090	\$300.00
NSMOORE, INC.	0305	26010266	030	7090	\$250.00
NSMOORE, INC.	0335	26010118	030	7090	\$100.00
NSMOORE, INC.	0335	26011129	030	7090	\$350.00
NSMOORE, INC.	0355	26010006	030	7091	\$200.00
NSMOORE, INC.	0355	26010052	030	7090	\$150.00
NSMOORE, INC.	0415	26010013	030	7090	\$300.00
NSMOORE, INC.	0417	26010593	030	7090	\$125.00
NSMOORE, INC.	0421	26010749	060	4124	\$400.00
NSMOORE, INC.	0430	26010857	030	7090	\$250.00
NSMOORE, INC.	0485	26010255	030	7090	\$250.00
NSMOORE, INC.	0485	26010277	030	7090	\$250.00
NSMOORE, INC.	0490	26010590	030	7090	\$300.00
NSMOORE, INC.	0510	26010756	030	7090	\$500.00
NSMOORE, INC.	0550	26010454	030	7090	\$650.00
NSMOORE, INC.	0550	26010455	030	7090	\$500.00
NSMOORE, INC.	0601	26010264	030	0677	\$300.00
NSMOORE, INC.	0700	26010269	030	0606	\$500.00
NSMOORE, INC.	0710	26011136	030	0152	\$350.00
NSMOORE, INC.	0765	26010752	060	9021	\$250.00
NSMOORE, INC.	0787	26010627	060	6500	\$60.00

NSMOORE, INC.	0810	26010010	030	0640	\$200.00
NSMOORE, INC.	0810	26010010	030	0649	\$300.00
NSMOORE, INC.	0810	26010595	030	0649	\$100.00
NSMOORE, INC.	0810	26010597	030	0649	\$600.00
NSMOORE, INC.	0811	26010027	030	0649	\$100.00
NSMOORE, INC.	0925	26010741	030	7230	\$500.00
NSMOORE, INC.	1450	26010548	060	6332	\$125.00
NSMOORE, INC.	1450	26010551	060	6332	\$124.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD26000602	060	6770	\$80.04
ODP BUSINESS SOLUTIONS, LLC	0005	OD26000624	030	7091	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD26000625	030	7091	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD26000626	030	7091	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD26000627	030	7091	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD26000628	030	7091	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD26000629	030	7091	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD26000630	030	7091	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD26000632	030	7091	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD26000633	030	7091	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD26000634	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD26000635	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD26000636	030	7091	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD26000637	030	7091	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD26000638	030	7091	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD26000639	030	7091	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD26000686	060	6010	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0010	OD26000380	030	0171	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0010	OD26000658	060	6010	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0020	OD26000434	060	6010	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD26000601	030	0625	\$800.00
ODP BUSINESS SOLUTIONS, LLC	0035	OD26000649	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD26000603	030	0625	\$700.00
ODP BUSINESS SOLUTIONS, LLC	0075	OD26000654	060	6010	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0090	26006975	030	7090	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0090	OD26000651	060	6010	\$900.00
ODP BUSINESS SOLUTIONS, LLC	0105	OD26000684	060	6010	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0120	OD26000648	060	6010	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0145	26006929	030	7090	\$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0185	OD26000668	030	7090	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD26000030	030	7090	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD26000685	060	6010	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD26000655	060	6010	\$3,060.00
ODP BUSINESS SOLUTIONS, LLC	0225	OD26000564	060	6010	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0225	OD26000644	030	0625	\$900.00
ODP BUSINESS SOLUTIONS, LLC	0320	OD26000650	030	0110	\$1,200.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000607	060	6770	\$1,730.78
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000608	060	6770	\$1,123.12
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000609	060	6770	\$3,134.63

ODP BUSINESS SOLUTIONS, LLC	0335	OD26000611	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000612	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000613	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000614	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000615	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000616	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000617	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000618	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000619	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000620	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000621	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000622	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000640	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000669	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000670	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000671	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000672	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000673	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000674	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000675	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000676	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000676	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000677	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000677	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000678	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000679	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000680	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000680	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000681	030	0125	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000682	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000682	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000683	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD26000683	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD26000660	060	6770	\$640.52
ODP BUSINESS SOLUTIONS, LLC	0385	OD26000645	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0385	OD26000646	120	7836	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD26000687	060	4124	\$3,500.00
ODP BUSINESS SOLUTIONS, LLC	0422	OD26000641	030	0625	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0422	OD26000659	060	2600	\$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0435	OD26000657	030	0625	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0470	OD26000605	060	6010	\$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0485	OD26000381	060	6010	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0500	OD26000661	060	6500	\$170.14
ODP BUSINESS SOLUTIONS, LLC	0530	OD26000653	060	6010	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0535	OD26000642	060	6500	\$600.00
ODP BUSINESS SOLUTIONS, LLC	0535	OD26000643	060	6500	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0565	OD26000604	060	6770	\$590.83

ODP BUSINESS SOLUTIONS, LLC	0567	OD26000652	060	6010	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0617	OD26000610	030	0675	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0700	OD26000623	030	0144	\$600.00
ODP BUSINESS SOLUTIONS, LLC	0715	OD26000662	120	6105	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0727	OD26000663	030	0168	\$170.00
ODP BUSINESS SOLUTIONS, LLC	0727	OD26000664	030	0168	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0727	OD26000665	030	0168	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0727	OD26000666	030	0168	\$205.00
ODP BUSINESS SOLUTIONS, LLC	0727	OD26000667	030	0168	\$105.00
ODP BUSINESS SOLUTIONS, LLC	0730	OD26000631	060	9017	\$9,996.63
ODP BUSINESS SOLUTIONS, LLC	0785	OD26000606	060	3315	\$688.63
ODP BUSINESS SOLUTIONS, LLC	0810	OD26000656	060	9017	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0852	OD26000544	030	0679	\$2,000.00
OFFICE DEPOT	0422	26011059	030	0624	\$456.90
ONSHAPE A PTC BUSINESS	0885	26010252	030	0143	\$1,500.00
ORCUTT UNION SCHOOL DISTRICT	0395	26010713	030	0172	\$300.00
OTC BRANDS, INC.	0565	26010091	060	6770	\$331.14
OTICON, INC.	0788	26010085	060	6500	\$691.76
OTICON, INC.	0788	26010086	060	6500	\$691.76
P & R PAPER SUPPLY CO.	1910	26009960	130	5310	\$2,535.39
P & R PAPER SUPPLY CO.	1910	26009961	130	5310	\$3,304.68
P & R PAPER SUPPLY CO.	1910	26009962	130	5310	\$3,562.55
P & R PAPER SUPPLY CO.	1910	26009963	130	5310	\$1,407.20
P & R PAPER SUPPLY CO.	1910	26009964	130	5310	\$8,863.03
P & R PAPER SUPPLY CO.	1910	26009965	130	5310	\$7,682.02
P & R PAPER SUPPLY CO.	1910	26010146	130	5310	\$3,304.68
P & R PAPER SUPPLY CO.	1910	26010626	130	5310	\$3,719.66
PACE SUPPLY CORP.	0919	26002335	060	8150	\$15.00
PACE SUPPLY CORP.	0919	26002341	060	8150	\$20.43
PACE SUPPLY CORP.	0919	26002515	060	8150	\$15.00
PACE SUPPLY CORP.	0919	26005592	060	8150	\$15.00
PACE SUPPLY CORP.	0919	26010120	060	8150	\$5,307.43
PACE SUPPLY CORP.	0919	26010598	060	8150	\$618.22
PACE SUPPLY CORP.	0919	26010601	060	8150	\$3,759.10
PACE SUPPLY CORP.	0919	26010655	060	8150	\$4,158.03
PACE SUPPLY CORP.	0919	26011082	060	8150	\$925.42
PACIFICA PIZZA/OLIVE	0340	26005981	030	7090	\$700.00
PACIFICA PIZZA/OLIVE	0710	26010003	030	0152	\$1,000.00
PANERA BREAD COMPANY	0105	26011057	030	0625	\$500.00
PANERA BREAD COMPANY	0235	26010029	030	0172	\$500.00
PANERA BREAD COMPANY	0310	26003632	030	7090	\$1,000.00
PANERA BREAD COMPANY	0601	26010776	030	0677	\$300.00
PANERA BREAD COMPANY	0700	26010030	030	0144	\$147.62
PANERA BREAD COMPANY	0755	26011134	030	0189	\$3,500.00
PANERA BREAD COMPANY	0852	26010962	030	0679	\$1,000.00
PANERA BREAD COMPANY	0885	26010619	030	0140	\$1,000.00
PAPE MATERIAL HANDLING	0230	26010045	060	7399	\$7,000.00

PARC	0924	26010234	680	0851	\$2,850.00
PARDINI'S CATERING	0925	26010762	030	7230	\$1,545.34
PARDINI'S CATERING	0925	26011095	030	7230	\$3,220.00
PAREDES PRODUCTIONS	0852	26010575	030	0682	\$4,500.00
PARENT PROJECT, LLC	0810	26010522	060	3010	\$586.05
PARENT PROJECT, LLC	0810	26010522	060	9017	\$3,600.00
PASCO SCIENTIFIC	0145	26010938	060	3010	\$658.91
PEAR DECK, INC.	0567	26010819	060	3010	\$2,640.00
PEPA'S MEXICAN RESTAURANT	0175	26010698	030	0110	\$511.95
PERFORMANCE HEALTH HOLDINGS, INC.	0055	26010261	030	0172	\$2,825.18
PERMA BOUND	0335	26010396	030	0625	\$1,274.56
PERMA BOUND	0365	26010607	030	0625	\$3,283.53
PERMA BOUND	0422	26010224	030	0625	\$4,634.67
PERMA BOUND	0465	26010901	030	0625	\$1,959.24
PERMA BOUND	0500	26010502	030	0625	\$1,961.48
PERMA BOUND	0567	26009982	030	0625	\$3,228.20
PESI, INC.	0770	26010755	060	9017	\$1,797.05
PETRUCCI ENTERPRISES	0235	26010294	060	6770	\$1,931.95
PETUNIA'S PLACE	0145	26010956	030	7090	\$2,065.75
PETUNIA'S PLACE	0421	26002901	030	0625	\$1,100.00
PETUNIA'S PLACE	0550	26010474	120	7836	\$130.00
PILGRIM ARMENIAN CONGREGATION	0810	26010676	030	0649	\$970.00
PLATINUM GROUP, THE	1910	26010053	130	5310	\$8,740.14
PLATINUM GROUP, THE	1910	26010103	130	5310	\$2,930.77
PLATT, DBA REXAL USA	0919	26005409	060	8150	\$11.34
PLATT, DBA REXAL USA	0919	26009991	060	8150	\$569.84
PLATT, DBA REXAL USA	0919	26010664	060	8150	\$6,324.93
PLATT, DBA REXAL USA	0919	26010723	060	8150	\$948.59
PLAYSCRIPTS, INC.	0400	26010930	030	7394	\$471.24
POCKET NURSE MEDICAL SUPPLIES	0670	26010141	110	6392	\$8,926.50
POCKET NURSE MEDICAL SUPPLIES	0710	26009971	030	0152	\$4,310.39
POCKET NURSE MEDICAL SUPPLIES	0710	26010260	030	0152	\$1,334.69
POSITIVE PHYSICS, LLC	0421	26010705	030	7090	\$699.00
POSITIVE PROMOTIONS, INC.	0140	26010973	030	7090	\$2,116.40
POSITIVE PROMOTIONS, INC.	0220	26010642	030	7090	\$2,431.43
POWER SYSTEMS TESTING CO.	1925	26010383	060	9096	\$2,037.00
POWERHOUSE SCIENCE CENTER	0725	26010894	030	0173	\$80.00
PRE SORT CENTER OF STOCKTON, INC.	0145	26002952	030	7090	\$1,048.74
PREMIER FOOD SAFETY	0710	26010763	030	0152	\$590.75
PREMIER FOOD SAFETY	0710	26010765	030	0152	\$208.50
PREMIER FOOD SAFETY	0710	26010766	030	0152	\$639.40
PREMIER FOOD SAFETY	0710	26010767	030	0152	\$119.25
PREMIER FOOD SAFETY	0710	26010768	030	0152	\$595.00
PROFESSIONAL UTILITY LOCATING	1100	26010682	350	0917	\$1,200.00
PROJECT LEAD THE WAY, INC.	0710	26010215	030	0152	\$9,172.48
PROJECT SURVIVAL	0725	26007393A	030	0173	\$120.00
PROPER LIVING, LLC	0710	26010859	030	0152	\$3,000.00

PRO-SCREEN, INC. SIGNS AND GRAPHICS	0150	26010573	030	7090	\$2,441.39
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0150	26010573	060	6500	\$1,600.00
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0170	26010305	060	6770	\$7,230.54
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0170	26011108	030	7090	\$413.25
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0175	26010286	030	7090	\$4,648.94
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0185	26010643	030	7090	\$1,922.12
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0220	26010709	060	4129	\$737.40
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0265	26010965	030	7090	\$9,274.75
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0460	26010285	030	7090	\$481.78
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0812	26010067	030	0137	\$7,078.85
PRO-SCREEN, INC. SIGNS AND GRAPHICS	0812	26010812	030	0642	\$9,268.84
QUIZIZZ, INC.	0417	26010650	030	7090	\$5,650.00
R.G. EQUIPMENT	1920	26010049	680	0851	\$398.72
RA AUTOMOTIVE SOFTWARE SOLUTIONS, INC.	0925	26010258	030	7230	\$600.00
RAY, DAVID	0732	26010617	030	0658	\$53.94
RAYMOND GEDDES AND CO., INC.	0005	26010273	080	8210	\$398.35
RDO EQUIPMENT COMPANY	0919	26009977	060	8150	\$1,254.15
REALLY GOOD STUFF, INC.	0220	26010764	030	7090	\$35.04
REALLY GOOD STUFF, INC.	0220	26010764	060	3010	\$760.94
REDWOOD HIGH	0055	26010636	030	0172	\$450.00
REHABMART, LLC	0788	26010083	060	6500	\$1,896.56
REHABMART, LLC	0788	26011083	060	6500	\$3,922.00
REHABMART, LLC	0788	26011085	060	6500	\$2,321.40
REHABMART, LLC	0788	26011086	060	6500	\$1,825.91
RELIABLE BUSINESS TECHNOLOGY, INC.	0703	26010340	030	0720	\$3,000.00
RELIABLE BUSINESS TECHNOLOGY, INC.	0703	26010915	030	0720	\$3,000.00
RENAISSANCE LEARNING, INC.	0045	26010491	060	6211	\$2,529.00
RENAISSANCE LEARNING, INC.	0290	26010906	060	6211	\$4,646.50
REPTILE RON ANIMAL PRESENTATIONS, INC.	0005	26011104	060	6010	\$1,200.00
REPTILE RON ANIMAL PRESENTATIONS, INC.	0045	26010470	060	6010	\$700.00
REPTILE RON ANIMAL PRESENTATIONS, INC.	0330	26010661	060	6010	\$350.00
REPTILE RON ANIMAL PRESENTATIONS, INC.	0485	26010611	060	6211	\$600.00
RESORT LIFE VENTURES, INC.	0325	26010331	030	7090	\$105.05
RICHARDS INSTITUTE OF EDUCATION AND RESEARCH	0421	26010043	060	6770	\$565.00
RICOH USA, INC.	0102	RL260166	030	2430	\$301.08
RICOH USA, INC.	0208	RL260339	030	7090	\$3,723.92
RICOH USA, INC.	0208	RL260572	030	7090	\$557.92
RICOH USA, INC.	0380	RL260177A	030	0110	\$3,781.52
RICOH USA, INC.	0417	RL260564	030	7090	\$940.05
RICOH USA, INC.	0480	RL260563	030	7090	\$500.00
RICOH USA, INC.	0575	RL260340	030	7090	\$1,766.97
RIVERSIDE GOLF COURSE	0145	26010374	030	0172	\$1,662.00
RIZPAH BELLARD	0710	26010257	030	0194	\$3,500.00
ROGER DUNN GOLF SHOPS	0421	26010942	030	0172	\$413.00
RUSH ADVERTISING	1920	26010171	030	0734	\$1,099.39
RUSSEL SIGLER, INC.	0919	26010119	060	8150	\$3,936.12
RUSSEL SIGLER, INC.	0919	26010127	060	8150	\$2,259.87

RUSSEL SIGLER, INC.	0919	26011190	060	8150	\$6,187.17
SALEM ENGINEERING GROUP, INC.	0910	25004742	060	7032	\$3,000.00
SALEM ENGINEERING GROUP, INC.	1055	26009986	350	0917	\$9,984.00
SALEM ENGINEERING GROUP, INC.	1421	25008537	350	0917	\$40.00
SALEM ENGINEERING GROUP, INC.	1422	25012253	350	0917	\$1,029.00
SAN JOAQUIN RIVER PARKWAY	0725	26010185	030	0173	\$1,300.00
SAN LUIS OBISPO HIGH SCHOOL	0055	26010694	030	0172	\$500.00
SANGER HIGH SCHOOL	0055	26010680	030	0172	\$500.00
SANGER HIGH SCHOOL	0055	26010691	030	0172	\$500.00
SCELZI ENTERPRISES, INC.	0919	26011186	060	8150	\$1,137.03
SCHOLASTIC BOOK FAIRS, INC.	0310	26009174	080	8210	\$1,753.45
SCHOLASTIC BOOK FAIRS, INC.	0340	26010865	080	8210	\$1,031.00
SCHOLASTIC, INC.	0120	26010991	030	7090	\$1,649.28
SCHOLASTIC, INC.	0220	26010808	060	3010	\$159.38
SCHOLASTIC MAGAZINE	0422	26009973	030	7090	\$1,203.15
SCHOLASTIC MAGAZINE	0580	26010098	030	7090	\$3,478.72
SCHOLASTIC MAGAZINE	0758	26010800	060	4203	\$848.08
SCHOLASTIC MAGAZINE	0758	26010801	060	4203	\$44.64
SCHOOL HEALTH CORPORATION	0552	26010228	060	9017	\$754.11
SCHOOL HEALTH CORPORATION	0765	26010464	120	6128	\$200.76
SCHOOL HEALTH CORPORATION	0880	26010039	680	0851	\$4,449.07
SCHOOL HEALTH CORPORATION	1891	26010489	030	0716	\$8,432.89
SCHOOL HEALTH CORPORATION	1895	26010542	030	0717	\$68.24
SCHOOL HEALTH CORPORATION	1895	26010893	030	0717	\$552.91
SCHOOL OUTFITTERS	0220	26010093	030	0110	\$1,041.49
SCHOOL SPECIALTY, LLC	0025	26010162	060	6010	\$1,741.85
SCHOOL SPECIALTY, LLC	0025	26010341	060	6010	\$1,812.22
SCHOOL SPECIALTY, LLC	0090	26010841	060	6010	\$670.53
SCHOOL SPECIALTY, LLC	0250	26011178	060	6010	\$565.86
SCHOOL SPECIALTY, LLC	0395	26011152	060	4124	\$5,036.11
SCHOOL SPECIALTY, LLC	0500	26010830	060	7399	\$2,201.08
SCHOOL SPECIALTY, LLC	0530	26010160	060	6010	\$341.33
SCHOOL SPECIALTY, LLC	0530	26010175	060	6010	\$375.27
SCHOOL SPECIALTY, LLC	0530	26010176	060	6010	\$268.81
SCHOOL SPECIALTY, LLC	0530	26010178	060	6010	\$383.23
SCHOOL SPECIALTY, LLC	0530	26010180	060	6010	\$449.46
SCHOOL SPECIALTY, LLC	0530	26010316	060	6010	\$364.47
SCHOOL SPECIALTY, LLC	0530	26011173A	060	6211	\$4,842.11
SCHOOL SPECIALTY, LLC	0565	26009975	060	6770	\$39.79
SCHOOL SPECIALTY, LLC	0565	26010007	060	6770	\$2,424.73
SCHOOL SPECIALTY, LLC	0565	26010075	060	6770	\$27.15
SCHOOL SPECIALTY, LLC	0565	26010078	060	6770	\$2,305.37
SCHOOL SPECIALTY, LLC	0565	26010113	060	6770	\$789.14
SCHOOL SPECIALTY, LLC	0565	26010115	060	6770	\$1,292.13
SCHOOL SPECIALTY, LLC	0565	26010313	060	6770	\$637.96
SCHOOL SPECIALTY, LLC	0565	26010364	060	6770	\$699.39
SCHOOL SPECIALTY, LLC	0565	26010503	060	6770	\$2,529.30

SCHOOL SPECIALTY, LLC	0567	26010739	060	6010	\$1,829.25
SCHOOL SPECIALTY, LLC	0710	26010336	030	0152	\$6,763.21
SCHOOL SPECIALTY, LLC	0810	26011164	030	0649	\$620.68
SCHOOL SPECIALTY, LLC	1895	26010370	030	0717	\$51.35
SCOUT ISLAND/FCOE	0725	26010716	030	0173	\$800.00
SCOUT ISLAND/FCOE	0725	26010883	030	0173	\$800.00
SELMA HIGH SCHOOL	0395	26010020	030	0172	\$600.00
SHEERI ARRINGTON	0725	26009637	030	0172	\$3,000.00
SHUTTERFLY HOLDINGS, INC.	0415	26010089	030	7090	\$6,234.46
SI SWUN	0120	26010226	060	3010	\$256.36
SIERRA PACIFIC H.S.	0055	26010715	030	0172	\$375.00
SIGNATURE FUNDRAISING, INC.	0550	26010499	080	8210	\$3,767.00
SNAP-ON INDUSTRIAL	0919	26010291	060	8150	\$615.23
SOCCER EXPRESS	0185	26010829	030	0172	\$285.04
SOCCER EXPRESS	0185	26010958	030	0172	\$695.27
SOCCER EXPRESS	0185	26011047	030	0172	\$208.97
SOCCER EXPRESS	0185	26011050	030	0172	\$344.63
SONIA AJAYI	0195	26010296	030	7090	\$1,352.77
SONIA AJAYI	0530	26010011	080	8210	\$685.00
SONOVA USA, INC.	0788	26011084	060	6500	\$78.40
SONOVA USA, INC.	0788	26011141	060	6500	\$2,097.70
SOUND CONTRACTING, INC.	0919	26010325	060	8150	\$487.58
SOUTHEASTERN PERFORMANCE APPAREL	0335	26010156	060	6770	\$9,603.97
SOUTHEASTERN PERFORMANCE APPAREL	0505	26010877	060	6770	\$5,353.43
SOUTHWEST STRINGS	0195	26009996	060	6770	\$9,975.24
SPARKLETTES	0208	26011116	030	7090	\$3,000.00
STANFORD UNIVERSITY	0701	26010747	030	0197	\$3,000.00
STAR AUTISM SUPPORT, LLC	1748	26010189	120	6053	\$500.58
STARFALL PUBLICATIONS	0310	26008046	060	3010	\$355.00
STARFALL PUBLICATIONS	0430	26010656	030	7090	\$355.00
STARFALL PUBLICATIONS	0567	26010653	060	3010	\$355.00
STATE ARCHITECT, DIVISION OF	1030	26010436	350	0917	\$3,697.80
STATE ARCHITECT, DIVISION OF	1045	26010438	350	0917	\$4,694.05
STATE ARCHITECT, DIVISION OF	1070	26010239	350	0917	\$2,112.97
STATE ARCHITECT, DIVISION OF	1105	26010578	350	0917	\$9,878.90
STATE ARCHITECT, DIVISION OF	1465	26010440	350	0917	\$3,696.25
STATE ARCHITECT, DIVISION OF	1475	26010441	350	0917	\$4,871.09
STATE OF CA. DEPT. OF CONSUMER AFFAIR	0670	26010061	110	6390	\$5,000.00
STERLING ADAPTIVES, LLC	0788	26010254	060	6500	\$2,676.25
SUNBELT STAFFING, LLC	0864	26010920	030	0695	\$5,000.00
SUNNYSIDE DANCEWEAR	0120	26010299	060	6770	\$4,117.30
SUNNYSIDE DANCEWEAR	0120	26010301	060	6770	\$1,523.40
SUNNYSIDE DANCEWEAR	0120	26010304	060	6770	\$2,059.00
SUNNYSIDE DONUTS	0415	26010026	030	7090	\$1,000.00
SUNNYSIDE DONUTS	0421	26010811	030	0173	\$1,000.00
SUNNYSIDE DONUTS	0465	26010867	030	7090	\$1,500.00
SUNNYSIDE DONUTS	0550	26010351	030	7090	\$500.00

SUNNYSIDE DONUTS	0567	26001755	030	7090	\$400.00
SUNNYSIDE DONUTS	0700	26011054	030	0144	\$950.00
SUNNYSIDE TROPHY, INC.	0005	26002827	030	7091	\$2,400.00
SUNNYSIDE TROPHY, INC.	0005	26002827	060	4129	\$2,400.00
SUPER DUPER PUBLICATIONS	0781	26010311	060	6500	\$74.74
SUTHEAPANHA MENG	0340	26004483	030	7090	\$500.00
SWANK MOTION PICTURES	0145	26010505	030	0173	\$929.00
SWANK MOTION PICTURES	0435	26010164	080	8210	\$607.00
SWANK MOTION PICTURES	0490	26011137	080	8210	\$641.00
SYSCO OF CENTRAL CALIFORNIA	1910	26009972	130	5310	\$3,432.42
TACOS MARQUITOS, INC.	0145	26005860	030	7090	\$700.00
TEACHING STRATEGIES, LLC	0715	26010897	120	5163	\$5,994.01
TECH MUSEUM OF INNOVATION	0710	26010209	030	0152	\$250.00
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP	1210	26010174	350	0917	\$5,000.00
TEN WEST ROAD SOLUTIONS, LLC	0925	26010948	030	7230	\$3,587.59
TEXTBOOK WAREHOUSE, LLC	0320	26010899	030	0110	\$61.01
THE POSITIVITY PROJECT, LLC	0175	26010989	030	7090	\$333.00
THE WRITE TOOLS, LLC	0430	26002036	030	7090	\$450.00
THE WYRICK BOOK CO.	0215	26010860	030	0625	\$4,998.68
THE WYRICK BOOK CO.	0215	26010861	030	0625	\$4,989.63
THE WYRICK BOOK CO.	0380	26010613	030	0625	\$3,318.88
THE WYRICK BOOK CO.	0450	26010496	030	0625	\$4,003.27
THINK SOCIAL PUBLISHING, INC.	1748	26010008	060	6300	\$1,496.51
THUNDER INFLATABLES, INC.	0575	26010872	030	7090	\$4,888.00
TIFCO INDUSTRIES	0919	26010874	060	8150	\$6,999.63
TOLLESON'S GOLF CAR, INC.	0423	26010550	060	6010	\$493.40
TORRES, JESSE	0930	26010882	030	0720	\$71.41
TOUCHMATH ACQUISITION, LLC	1748	26011093	060	6300	\$1,741.39
TOUCHMATH ACQUISITION, LLC	1748	26011106	060	6300	\$1,539.94
TOUCHMATH ACQUISITION, LLC	1748	26011119	060	6300	\$1,469.55
TOUCHMATH ACQUISITION, LLC	1748	26011125	060	6300	\$1,469.55
TOUCHMATH ACQUISITION, LLC	1748	26011128	060	6300	\$1,609.11
TROTEC LASER, INC.	0710	26010409	060	6387	\$5,831.18
TUCS EQUIPMENT, INC.	1910	26010843	130	5310	\$498.63
TUFF SHED, INC.	0325	26010241	030	7090	\$4,955.78
TULARE UNION HIGH SCHOOL	0235	26010427	030	0172	\$400.00
U.S. TINT/SHADOW ENTERPRISES	0791	26010406	060	2600	\$264.00
ULINE	0025	26010173	060	6010	\$1,835.49
ULINE	0710	26010602	030	0152	\$1,307.31
ULINE	1215	26010912	060	6332	\$8,562.02
ULINE	1910	26010638	130	5310	\$674.47
ULINE	1910	26010844	130	5310	\$498.72
ULINE	1910	26010845	130	5310	\$353.83
UNIGLOBE TRAVEL	0055	26010365	030	0172	\$100.00
UNIGLOBE TRAVEL	0098	26010852	030	7090	\$100.00
UNIGLOBE TRAVEL	0102	26010018	060	7399	\$5,078.38
UNIGLOBE TRAVEL	0102	26010706	060	7399	\$2,700.00

UNIGLOBE TRAVEL	0123	26010467	060	6770	\$100.00
UNIGLOBE TRAVEL	0130	26009980	030	7090	\$1,369.28
UNIGLOBE TRAVEL	0170	26010288	060	6770	\$100.00
UNIGLOBE TRAVEL	0175	26010674	060	3182	\$100.00
UNIGLOBE TRAVEL	0185	26010268	030	7090	\$100.00
UNIGLOBE TRAVEL	0210	26010042	060	6770	\$1,020.83
UNIGLOBE TRAVEL	0215	26010358	030	7090	\$2,163.45
UNIGLOBE TRAVEL	0240	26010076	060	7399	\$5,625.54
UNIGLOBE TRAVEL	0240	26011109	060	7399	\$1,935.18
UNIGLOBE TRAVEL	0310	26010110	060	6770	\$808.58
UNIGLOBE TRAVEL	0335	26010109	060	6770	\$100.00
UNIGLOBE TRAVEL	0335	26011049	060	6385	\$33.34
UNIGLOBE TRAVEL	0335	26011049	060	722B	\$33.33
UNIGLOBE TRAVEL	0335	26011049	060	722C	\$33.33
UNIGLOBE TRAVEL	0340	26009999	030	7090	\$4,968.16
UNIGLOBE TRAVEL	0415	26010707	060	3010	\$3,448.70
UNIGLOBE TRAVEL	0423	26010983	030	7090	\$5,406.14
UNIGLOBE TRAVEL	0702	26005902	060	6266	\$1,069.33
UNIGLOBE TRAVEL	0702	26009230	060	9075	\$6,255.70
UNIGLOBE TRAVEL	0702	26010069	060	9075	\$6,612.73
UNIGLOBE TRAVEL	0702	26010070	060	9075	\$722.61
UNIGLOBE TRAVEL	0706	26010074	030	0157	\$1,177.68
UNIGLOBE TRAVEL	0706	26010668	030	0157	\$100.00
UNIGLOBE TRAVEL	0725	26009686	030	0172	\$1,495.34
UNIGLOBE TRAVEL	0725	26010671	030	0172	\$100.00
UNIGLOBE TRAVEL	0725	26010673	030	0172	\$100.00
UNIGLOBE TRAVEL	0725	26010886	030	0172	\$100.00
UNIGLOBE TRAVEL	0758	26010092	030	0117	\$1,365.22
UNIGLOBE TRAVEL	0758	26010130	030	0117	\$5,017.56
UNIGLOBE TRAVEL	0765	26010357	120	6128	\$100.00
UNIGLOBE TRAVEL	0785	26011167	060	6546	\$1,849.92
UNIGLOBE TRAVEL	0787	26006405	060	6266	\$144.39
UNIGLOBE TRAVEL	0787	26010320	060	6266	\$1,515.04
UNIGLOBE TRAVEL	0791	26011005	060	2600	\$2,257.30
UNIGLOBE TRAVEL	0810	26009926	030	0641	\$267.99
UNCLE HARRY'S, INC.	0885	26010615	030	0140	\$1,000.00
UNITED REFRIGERATION, INC.	0919	26005649	060	8150	\$1,038.00
UNITED REFRIGERATION, INC.	0919	26005652	060	8150	\$290.92
US FEDERATION FOR SPORT CHEERING	0725	26010837	030	0172	\$1,064.00
VALLEY FENCE COMPANY	0415	26010992	030	7090	\$397.64
VALLEY IRON, INC.	0710	26010539	030	0152	\$1,500.00
VALLEY IRON, INC.	0919	26010122	060	8150	\$2,356.62
VALLEY LIBRARY BINDERY	0235	26010792	030	0625	\$500.00
VARITRONICS, LLC	0020	26011113	060	6770	\$655.50
VARITRONICS, LLC	0130	26011088	030	7090	\$1,220.66
VARITRONICS, LLC	0160	26010737	030	7090	\$956.65
VARITRONICS, LLC	0420	26010721	030	7090	\$822.34

VARITRONICS, LLC	0710	26010343	030	0152	\$1,216.75
VARSITY BRANDS HOLDING CO., INC.	0055	26010448	030	0172	\$716.72
VARSITY BRANDS HOLDING CO., INC.	0055	26010699	030	0172	\$332.76
VARSITY BRANDS HOLDING CO., INC.	0145	26010500	030	0172	\$736.06
VARSITY BRANDS HOLDING CO., INC.	0235	26010447	030	0172	\$542.55
VARSITY BRANDS HOLDING CO., INC.	0235	26010931	030	0172	\$3,223.46
VARSITY BRANDS HOLDING CO., INC.	0395	26010147	030	0172	\$1,070.55
VENTURA TV, INC.	0145	26010848	030	7090	\$833.21
VENTURA TV, INC.	0237	26010428	030	0171	\$616.17
VIKING ENTERPRISES	0421	26010172	060	6770	\$2,999.00
VINCENT COMMUNICATIONS, INC.	0145	26011101	030	0125	\$5,829.80
VINCENT COMMUNICATIONS, INC.	0290	26010328	060	6010	\$5,700.51
VINCENT COMMUNICATIONS, INC.	0791	26010216	060	2600	\$4,875.75
VISTA HIGHER LEARNING, INC.	1748	26007174	060	6300	\$4,082.41
WARDS NATURAL SCIENCE, INC.	0130	26010212	030	0125	\$327.64
WARDS NATURAL SCIENCE, INC.	0235	26010866	030	7140	\$101.83
WARDS NATURAL SCIENCE, INC.	0335	26010192	030	0125	\$783.54
WENGER CORPORATION	0160	26010217	060	6770	\$3,626.97
WEST MUSIC	0120	26010362	060	6770	\$5,759.02
WEST MUSIC	0325	26010429	060	6770	\$5,182.16
WEST MUSIC	0422	26010949	060	6770	\$3,470.33
WEST MUSIC	0727	26010924	030	0168	\$257.59
WESTCOAST PRODUCTS AND DESIGN, LLC	0230	26011123	060	739A	\$3,596.66
WESTCOAST PRODUCTS AND DESIGN, LLC	0335	26011077	060	6385	\$1,460.22
WESTCOAST PRODUCTS AND DESIGN, LLC	0710	26010535	030	0152	\$4,900.00
WESTERN PACIFIC DISTRIB., INC.	0919	26011022	060	8150	\$524.63
WESTERN PSY SERVICES	0781	26010307	060	6500	\$134.67
WESTWOODS BBQ AND SPICE CO.	0070	26010818	060	6211	\$2,200.00
WHITE PINE LUMBER	1400	26010966	030	7394	\$5,000.00
WHYTRY, LLC	0810	NR26000017	030	0649	\$8,500.00
WILLDAN FINANCIAL SERVICES	0890	26001339	030	0708	\$600.00
WONDER VALLEY RANCH RESORT	0240	26010183	060	739A	\$6,600.00
WOOLY LEARNING, INC.	0417	26010975	030	0115	\$199.00
WORLD BOOK, INC.	0020	26010125	030	0625	\$895.28
WORLD FOOTBAG, INC.	0395	26010486	030	0125	\$274.92
YELLOW DOG SIGNS AND GRAPHICS	0865	26010672	030	0602	\$400.00
YELLOW DOG SIGNS AND GRAPHICS	1325	26010112	350	0917	\$3,344.57
YELLOW DOG SIGNS AND GRAPHICS	1421	26010750	350	0917	\$5,323.66

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FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0002	Academy for Civil & Entrepreneurial Leadership	0165	Forkner Elementary
0005	Addams Elementary	0170	Fort Miller Middle
0010	Ahwahnee Middle School	0175	Fremont Elementary
0012	Charter School	0176	Fresno Adventist
0015	Anthony Elementary	0181	Fresno City College
0020	Ayer Elementary	0185	Fresno High School
0025	Aynesworth Elementary	0188	Fulton
0030	Baird Middle	0190	GATE Office
0035	Balderas Elementary	0195	Manchester GATE Elementary
0040	Bethune Elementary	0200	Gibson Elementary
0045	Birney Elementary	0205	Ginsburg
0055	Bullard High School	0208	Hamilton
0060	Bullard Talent K-8	0210	Heaton Elementary
0070	Burroughs Elementary	0215	Hidalgo Elementary
0075	Calwa Elementary	0220	Holland Elementary
0077	Dewolf West	0225	Homan Elementary
0080	Carver K-8	0227	Homeless
0089	Cesar Chavez	0228	Suicide Prevention
0090	Centennial Elementary	0230	Cambridge
0095	Columbia Elementary	0235	Hoover High School
0098	Comm-Phoenix Elementary	0237	Adult Transition Program on Fairmont
0100	Computech	0240	JE Young Independent Study
0102	Phoenix Secondary	0241	JE Young eLearn Academy
0105	Cooper Middle School	0250	Jackson Elementary
0110	Dailey Elementary	0255	Jefferson Elementary
0120	Del Mar Elementary	0257	Kepler Charter
0123	Design Science High School	0260	King Elementary
0125	Dewolf High School	0265	Kings Canyon Middle School
0127	Phillip J Patino School of Entrepreneurship	0270	Kirk Elementary
0130	Duncan Polytechnical	0285	Kratt Elementary
0135	Easterby Elementary	0290	Lane Elementary
0140	Eaton Elementary	0295	Lawless Elementary
0145	Edison High School	0302	Professional Learning
0150	Ericson Elementary	0305	Leavenworth Elementary
0155	Ewing Elementary	0310	Lincoln Elementary
0160	Figarden Elementary	0315	Lowell Elementary
		0320	Malloch Elementary

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FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0330	McCardle Elementary	0495	Wishon Elementary
0335	McLane High School	0500	Wolters Elementary
0340	Muir Elementary	0503	Carter C. Woodson Public Charter
0355	Norseman Elementary	0504	504 Coordinator
0361	Our Lady Of Victory	0505	Yosemite Middle School
0365	Powers Elementary	0510	Greenberg Elementary
0370	Pyle Elementary	0530	Olmos Elementary
0380	Robinson Elementary	0535	Bakman Elementary
0385	Roeding Elementary	0550	Williams Elementary
0395	Roosevelt High School	0552	Rata
0396	Roosevelt PACE	0553	Addicott
0400	Roosevelt School of the Arts	0554	Southeast Elementary
0410	Rowell Elementary	0560	Site M-Orange/Butler
0412	San Joaquin	0565	Yokomi Elementary
0415	Scandinavian Middle School	0567	Vang Pao Elementary
0417	Sequoia Middle School	0575	Gaston B Rutherford Middle School
0420	Slater Elementary	0580	Juan Felipe Herrera Elementary
0421	Sunnyside High School	0601	Instructional Division - Academic Office
0422	Starr Elementary	0615	Middle School
0423	Terronez Middle School	0616	Elementary Division Area HL
0426	Creative Alternatives	0617	School Leadership
0428	St Anthony	0618	Elementary Division Area EG
0429	St Helens	0619	Alternative Education
0430	Storey Elementary	0645	External Partnerships
0435	Sunset Elementary	0655	Instructional Leadership
0440	Tehipite Middle School	0656	Data & Psychometrics
0445	Tenaya Middle School	0660	High School Administration
0450	Thomas Elementary	0661	Special Projects
0455	Tioga Middle School	0663	District & School Accountability
0460	Turner Elementary	0664	Security Office
0462	Valley Preparatory Academy Charter	0670	Vocational Ed-Adult Education
0463	Valley Arts and Science Academy	0674	GED Testing-Adult Education
0465	Viking Elementary	0675	ESL-Adult Education
0470	Vinland Elementary	0676	Parent Education-Adult Education
0475	Wawona Middle School	0679	231 Grant-Adult Education
0480	Webster Elementary	0680	Secondary-Adult Education
0485	Wilson Elementary	0681	ABE-Adult Education

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FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0682	GED-Adult Education	0791	Summer School Administration
0700	Curriculum/Instruction	0794	Transfers Office
0701	Teacher Development	0795	State & Federal Programs
0702	Leadership Development	0798	District Initiatives
0703	Classified Development	0799	Categorical Indirect
0705	Administration-Adult Education	0805	Student Records
0706	College & Career Readiness	0810	Prevention & Intervention
0708	Bookstore-Adult Education	0811	Restorative Justice
0710	Career / Vocational Education	0812	Men's/Women's Alliance
0711	Community Education-Adult Education	0840	Support Services
0712	Restaurant-Adult Education	0849	Deputy Superintendent
0713	HSS-Gain Excess Cost-Adult Education	0850	Superintendent
0715	Children's Centers	0851	CART
0722	E Street Services	0852	Diversity, Equity, & Inclusion
0725	Extracurricular & Co-curricular	0853	School Support Division
0726	Campus Culture	0854	Indian Education
0727	Music/Visual and Performing Arts	0855	Board Of Education
0730	Health Services	0860	Community Information
0732	Health Safety and Emergency Services	0864	Translation and Interpretation Services
0744	Instructional Media	0865	Educational Assessment
0748	IMS	0875	Business Services Administration
0750	Migrant	0880	Benefits & Risk Management
	African American Academic Acceleration	0881	WellPath
0755	(A4)	0884	Research and Data Governance
0758	English Learner Services	0885	Technology Services
0765	Early Learning Department	0886	Technology Network Data Center
0767	Early Learning Center	0887	Technology Learner Support
0770	Psychological & Guidance	0888	Technology Refresh
0775	Regional Occupation Program	0889	Payroll Department
0780	PACE Program	0890	Fiscal Services
0781	Elementary-Speech Language Pathology	0891	Salaries & Benefits
0782	Secondary-Speech Language Pathology	0892	Salaries & Benefits Supplemental
0785	Elementary-Special Education	0893	Grants Resources/Development
0786	Secondary-Special Education	0895	Purchasing
0787	Management-Special Education	0896	Mail Room
0788	Low Incidence-Special Education	0897	Warehouse
0790	Extended Learning	0900	Operational Services

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FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0905	Facilities Management & Planning	1105	Cooper Middle School
0910	Food Services	1110	Dailey Elementary
0915	Graphics Center	1120	Del Mar Elementary
0919	Plant Maintenance	1123	Design Science High School
0920	Plant Maintenance & Operations	1125	Dewolf High School
0921	Energy Management	1127	Phillip J Patino School of Entrepreneurship
0923	Telecommunications	1130	Duncan Polytechnical
0925	Transportation	1135	Easterby Elementary
0930	Human Resources	1140	Eaton Elementary
0935	Labor Relations	1143	Education Center Canteen
0961	Education Center-Maintenance & Operations	1145	Edison High School
0962	Fulton Education Center	1150	Ericson Elementary
0970	School Safety	1155	Ewing Elementary
0976	2002A Refunding Measure A & K	1160	Figarden Elementary
0977	2004B Refunding Measure A & K	1165	Forkner Elementary
0993	Transfers: CARES Act	1170	Fort Miller Middle
1005	Addams Elementary	1175	Fremont Elementary
1010	Ahwahnee Middle School	1181	Fresno City College
1012	Charter School	1185	Fresno High School
1015	Anthony Elementary	1188	Fulton
1020	Ayer Elementary	1195	Manchester GATE Elementary
1025	Aynsworth Elementary	1200	Gibson Elementary
1030	Baird Middle	1205	Ginsburg
1035	Balderas Elementary	1208	Hamilton
1040	Bethune Elementary	1210	Heaton Elementary
1045	Birney Elementary	1215	Hidalgo Elementary
1055	Bullard High School	1220	Holland Elementary
1060	Bullard Talent K-8	1225	Homan Elementary
1070	Burroughs Elementary	1230	Cambridge
1075	Calwa Elementary	1235	Hoover High School
1080	Carver K-8	1237	Adult Transition Program on Fairmont
1089	Cesar Chavez	1240	JE Young Independent Study
1090	Centennial Elementary	1241	JE Young eLearn Academy
1095	Columbia Elementary	1250	Jackson Elementary
1098	Comm-Phoenix Elementary	1255	Jefferson Elementary
1100	Computech	1260	King Elementary
1102	Phoenix Secondary	1265	Kings Canyon Middle School

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FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
1270	Kirk Elementary	1460	Turner Elementary
1280	Pride Intervention	1465	Viking Elementary
1285	Kratt Elementary	1470	Vinland Elementary
1290	Lane Elementary	1475	Wawona Middle School
1295	Lawless Elementary	1480	Webster Elementary
1302	Professional Learning	1485	Wilson Elementary
1305	Leavenworth Elementary	1490	Winchell Elementary
1310	Lincoln Elementary	1495	Wishon Elementary
1315	Lowell Elementary	1500	Wolters Elementary
1320	Malloch Elementary	1505	Yosemite Middle School
1325	Mayfair Elementary	1510	Greenberg Elementary
1326	JE Young Annex	1530	Olmos Elementary
1330	McCardle Elementary	1535	Bakman Elementary
1335	McLane High School	1550	Williams Elementary
1340	Muir Elementary	1552	Rata
1355	Norseman Elementary	1553	Addicott
1365	Powers Elementary	1554	Southeast Elementary
1370	Pyle Elementary	1560	Site M-Orange/Butler
1380	Robinson Elementary	1561	Site Ventura/Tenth
1385	Roeding Elementary	1565	Yokomi Elementary
1395	Roosevelt High School	1567	Vang Pao Elementary
1396	Roosevelt PACE	1575	Gaston B Rutherford Middle School
1400	Roosevelt School of the Arts	1576	Southeast High School
1410	Rowell Elementary	1577	Alternative Education Facility
1415	Scandinavian Middle School	1578	New Southeast Site
1417	Sequoia Middle School	1580	Juan Felipe Herrera Elementary
1420	Slater Elementary	1601	Instructional Division - Academic Office
1421	Sunnyside High School	1619	Alternative Education
1422	Starr Elementary	1635	Secondary Division
1423	Terronez Middle School	1655	High School Division
1430	Storey Elementary	1670	Vocational Ed-Adult Education
1435	Sunset Elementary	1675	ESL-Adult Education
1437	Southeast Intersession	1679	231 Grant-Adult Education
1440	Tehipite Middle School	1681	ABE-Adult Education
1445	Tenaya Middle School	1700	Curriculum/Instruction
1450	Thomas Elementary	1701	Teacher Development
1455	Tioga Middle School	1705	Administration-Adult Education

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FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
1709	Caregiver Training-Adult Education	1900	Operational Services
1710	Career / Vocational Education	1905	Facilities Management & Planning
1715	Children's Centers	1910	Food Services
1722	E Street Services	1912	Packaging Center
1727	Music/Visual and Performing Arts	1914	Central Processing Facility
1730	Health Services	1919	Plant Maintenance
1744	Instructional Media	1920	Plant Maintenance & Operations
1748	IMS	1921	Energy Management
1755	African American Academic Acceleration (A4)	1923	Telecommunications
1758	English Learner Services	1924	Environmental Services
1765	Early Learning Department	1930	Human Resources
1767	Early Learning Center	1935	Labor Relations
1781	Elementary-Speech Language Pathology	1950	Addicott-Maintenance & Operations
1782	Secondary-Speech Language Pathology	1958	Rata-Maintenance & Operations
1785	Elementary-Special Education	1961	Education Center-Maintenance & Operations
1786	Secondary-Special Education	1970	School Safety
1787	Management-Special Education	1980	Transfers: Lottery - Elementary
1790	Extended Learning	1982	Transfers: Lottery - Continuation
1795	State & Federal Programs	1987	Transfers: EPA
1796	Community and Family Engagement Network	1988	Transfers: Supp/Conc Elementary Staffing
1798	District Initiatives	1989	Transfers: SPED - Baseline Intervention
1810	Prevention & Intervention	1990	Transfers: SPED - 3310 to 6500
1811	Restorative Justice	1991	Transfers: Preschool - 6105 to 0192
1812	Men's/Women's Alliance	1992	Transfers: Significant Disproportionality
1850	Superintendent	1993	Transfers: CARES Act
1851	CART	1995	Transfers: SPED - 6512 to 3327
1855	Board Of Education	5132	99 GOB Series C
1860	Community Information	5133	09 GOB, Series F, G, H
1865	Educational Assessment	5134	02 GOB Series A
1870	Legal Services	5184	16 GOB Ref B
1885	Technology Services	5203	12 GOB Ref Series A
1890	Fiscal Services	5224	10 GOB Series C
1891	Salaries & Benefits	5258	15 GOB Refunding
1892	Salaries & Benefits Supplemental	5266	10 GOB Series E
1895	Purchasing	5283	10 GOB Series F
1897	Warehouse	5324	16 GOB Series A

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(Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
5345	16 GOB Series B		
5402	16 GOB Series C		
5403	20 GOB Series A		
5441	20 GOB Series B		
5442	21 GOB Ref A		
5448	21 GOB Ref B		
9101	ESSER I - IDEA		
9102	ESSERI - Coordination for Preparedness		
9103	ESSER I – Resources Necessary to Address I		
9104	ESSER I – Unique Needs Student Groups		
9105	ESSER I – Procedure and System Improve		
9106	ESSER I – Staff Train & Prof Learn for Prep		
9107	ESSER I - Cleaning Supplies		
9108	ESSER I - Planning for Long-Term Closures		
9109	ESSER I - Technology		
9110	ESSER I – Mental Health Services/Supports		
9111	ESSER I – Summer Learning and Sup Afters		
9112	ESSER I – Continuity of Services and Staff		
9113	ESSER III - Extended Day		
9115	ESSER III - Health Protocols		
9121	Summer Learning or Summer Enrichment		
9122	Extended Day		
9123	Comprehensive Afterschool Programs		

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: FEBRUARY 11, 2026

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify Purchase Orders from November 01, 2025, through November 30, 2025
– Supplemental Report

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from November 01, 2025, through November 30, 2025. Purchase orders for \$10,000 or more are presented first, followed by purchase orders for less than \$10,000.

Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

By segregating purchase orders in this manner, Board members with potential conflicts of interest can abstain from taking action on the Supplemental Report while still voting along with the rest of the Board on the Primary Report.

Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

FINANCIAL SUMMARY: Funding is noted in the support material.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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



THE FOLLOWING PURCHASE ORDERS ARE FOR \$10,000 OR MORE

**PURCHASE ORDERS DATED
NOVEMBER 1, 2025 TO NOVEMBER 30, 2025
RATIFICATION DATE FEBRUARY 11, 2026**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
CA TEACHING FELLOWS FOUNDATION RFQ 23-30	0530	26009426	060	6211	\$67,511.50
CSU FRESNO FOUNDATION	0706	26010424	030	0157	\$118,479.00
CSU FRESNO FOUNDATION INTERAGENCY (PCC 10335)	0706	26010424	060	2600	\$68,000.00

THE FOLLOWING PURCHASE ORDERS ARE UNDER \$10,000

**PURCHASE ORDERS DATED
NOVEMBER 1, 2025 TO NOVEMBER 30, 2025
RATIFICATION DATE FEBRUARY 11, 2026**

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
CSU FRESNO FOUNDATION	0710	26010068	030	0152	\$1,200.00
CSUF/DOWNING PLANETARIUM	0725	26006474	030	0173	\$119.00