AGENDA

FEBRUARY 25, 2026

***4:30 P.M. (CLOSED SESSION) *6:30 P.M. (OPEN SESSION)**

BOARD OF EDUCATION, REGULAR MEETING

THIS MEETING WILL BE HELD AT

2309 TULARE STREET, FRESNO, CALIFORNIA 93721

FRESNO UNIFIED SCHOOL DISTRICT

SECOND FLOOR - BOARD ROOM

***DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.**

Please note: Parking will be available for board meetings after 5:00 p.m. at the N Street Parking Pavilion, located on the southeast corner of Tulare and "N" streets - entrance on "N" street. Board meeting attendees without key cards should report to the parking booth attendant. Please do NOT take a ticket. Additionally, the City of Fresno will not enforce the street meters in this area after 6:00 p.m., Monday through Friday.

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Education Center building is subject to metal detector scanning. Board Policy 5145.12 allows for the use of metal detectors. Prohibited items are as follows: alcohol, illegal drugs, knives, or firearms.

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board President or Board Office at 457-3727. Notification at least 48 hours prior to the meeting will enable the district to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

Any member of the public who wishes to address the Board shall submit a speaker card specifying the item(s) they wish to address. The card must be submitted before or during the Board's consideration of the item.

Teleconference Link Microsoft Teams Link
Join: https://teams.microsoft.com/meet/26063792290697?p=Sf3iNbo43ueNpg3vZB
Meeting ID: 260 637 922 906 97
Passcode: H3nL7E27

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

Deputy Superintendent, Ben A. Drati, Ed.D.,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): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
3. Public Employee Discipline, Dismissal, Release, Reassignment, Resignation (Government Code Section 54957).
4. Public Employment/Appointment (Government Code Section 54957).
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 GL25-0122-16631
        ii. Claim GL25-0908-16637
        iii. Claim GL26-0101-16640
        iv. Claim GL26-0114-16548

*6:30 P.M., RECONVENE and Report Action Taken During Closed Session

Page

A. RECEIVE INFORMATION & REPORTS

1. RECEIVE the Fresno Unified School District Second Quarterly Investment Report for Fiscal Year 2025/26 — 16

   Receive Fresno Unified School District Second Quarterly Investment Report for Fiscal Year 2025/26.docx

   Included in the Board material is the Fresno Unified School District Second Quarter Investment Report for Fiscal Year 2025/26. Board Policy 3430(a) requires the Superintendent, or designee, to supply the

Board of Education with quarterly and annual reports on district investments. As of December 31, 2025, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone (559) 457-6226.

2. RECEIVE Constituent Services Quarterly Reporting 17 - 19

Receive Constituent Services Quarterly Reporting

Receive Constituent Services Quarterly Reporting.pdf

Included in the Board material is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of November 01, 2025, through January 31, 2026. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from November 01, 2025, through January 31, 2026, in accordance with Education Code § 35186. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone (559) 457-3838.

3. RECEIVE California School Boards Association Delegate Assembly Corrected Ballot Packet for Region/subregion 10B 20 - 38

Receive California School Boards Association Delegate Assembly Corrected Ballot Packet-10B.docx

Receive California School Boards Association Delegate Assembly Corrected Ballot Packet-10B.pdf

Included in the Board material is the California School Boards Association Delegate Assembly corrected ballot packet for region/subregion 10B. This item will return to the March 11, 2026, meeting agenda for Board discussion and approval. The ballot deadline is Monday, March 16, 2026. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone (559) 457-3838.

B. CONFERENCE/DISCUSSION AGENDA

1. *6:35 P.M. 39 - 56

DISCUSS and ACCEPT the Student Outcomes Focused Governance Monitoring Report - February 2026

Discuss and Accept the Student Outcomes Focused Governance Monitoring Report - February 2026.docx

Discuss and Accept the Student Outcomes Focused Governance Monitoring Report February 2026.pdf

Included in the Board material is the February 2026 Student Outcomes Focused Governance Monitoring Report. The report

includes the College and Career Readiness goal and College and Career Readiness interim goals 1 and 2. The Superintendent **recommends acceptance** . Fiscal Impact: There is no fiscal impact at this time. Contact Person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

2. *7:05 P.M. 57 - 77

PRESENT and DISCUSS the Local Control and Accountability Plan Mid-Year Report

Present and Discuss the Local Control and Accountability Plan Mid-Year Report.docx

Present and Discuss the Local Control and Accountability Plan Mid-Year Report.pdf

Included in the Board material for presentation and discussion is the Local Control and Accountability Plan (LCAP) Mid-Year Report. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone (559) 457-6226.

3. *7:35 P.M. 78 - 541

HOLD a Public Hearing to DISCUSS and APPROVE the School of Unlimited Learning Charter Renewal Petition and ADOPT Resolution No. 26-50, Certifying Approval of the Renewal Petition

Hold a Public Hearing to Discuss and Approve the School of Unlimited Learning Charter Renewal Petition and ADOPT Resolution No. 26-50, Certifying Approval of the Renewal Petition

Hold a Public Hearing to Discuss and Approve the School of Unlimited Learning Charter Renewal Petition and Adopt Resolution No. 26-50, Certifying Approval of the Renewal Petition.pdf

Included in the Board material is a copy of the School of Unlimited Learning (SOUL) charter renewal petition. SOUL has been a district authorized charter school since March 1998 and is applying for the renewal of their charter. The SOUL charter renewal petition was submitted to Fresno Unified School District on December 01, 2025, and a Public Hearing was held at the January 14, 2026, Board meeting. The Superintendent **recommends approval and adoption**. Fiscal impact: The estimated fiscal impact to Fresno Unified School District based on the renewal has decreased from $2.6 million to $2 million in 2026/27, with projected impacts of $2.1 million in 2027/28 and $2.2 million in 2028/29. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

4. *8:05 P.M. 542 - 554

DISCUSS and APPROVE the Proposed Academic Calendars for School Years 2026/27 and 2027/28

Discuss and Approve the Proposed Academic Calendars for School Years 2026/27 and 2027/28.docx

Discuss and Approve Proposed Academic Calendars for School Years 2026/27 and 2027/28.pdf

Included in the Board materials are the proposed Academic Calendars for school years 2026/27 and 2027/28. The recommended Academic Calendar is option 1. The Option 1 Academic Calendar was preferred by educational partner groups including community members, families, labor partners, and students. The Superintendent **recommends approval** . There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, Ed.D., telephone: (559) 457-3750.

5. *8:35 P.M. 555 - 556

DISCUSS and APPROVE the Fresno Teachers Association Initial Proposal to Fresno Unified School District for the 2026-2029 Successor Agreement

Discuss and Approve Initial Proposal from FTA.docx

Discuss and Approve Initial Proposal from FTA.pdf

Included in the Board material is the Fresno Teachers Association 2026-2029 initial successor proposal to Fresno Unified School District. In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer and thereafter shall be public record. The Superintendent **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone (559) 457-3713.

6. *8:40 P.M. 557 - 559

DISCUSS and APPROVE the Fresno Unified School District Initial Proposal to Fresno Teachers Association for the 2026-2029 Successor Agreement

Discuss and Approve Initial Proposal from FUSD to FTA.docx

Discuss and Approve Initial Proposal from FUSD to FTA.pdf

Included in the Board material is the Fresno Unified School District 2026-2029 initial successor proposal to Fresno Teachers Association. In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the

public-school employer and thereafter shall be public record. The Superintendent **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone (559) 457-3713.

7. *8:45 P.M. 560 - 592

DISCUSS and ADOPT Resolution No. 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

Discuss and Adopt Resolution No. 26-55.docx

Discuss and Adopt Resolution No. 26-55.pdf

Included in the Board material is Resolution No. 26-55, which provides for 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 Superintendent **recommends adoption** . Fiscal impact: Funding source is Measure M, approved by the voter electorate in March 2020. Contact person: Paul Idsvoog, telephone (559) 457-3134.

8. *8:50 P.M. 593 - 625

DISCUSS and ADOPT Resolution No. 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

Discuss and Adopt Resolution No. 26-56.docx

Discuss and Adopt Resolution No. 26-56.pdf

Included in the Board material is Resolution No. 26-56, which provides for 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 Superintendent **recommends adoption**. Fiscal impact: Funding source is Measure H, approved by the voter electorate in November 2024. Contact person: Paul Idsvoog, telephone (559) 457-3134.

9. *8:55 P.M. 626 - 658

DISCUSS and ADOPT Resolution No. 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

Discuss and Adopt Resolution No. 26-57.docx

Discuss and Adopt Resolution No. 26-57.pdf

Included in the Board material is Resolution No. 26-57, which authorizes 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 Superintendent **recommends adoption**. Fiscal impact: Contact person: Paul Idsvoog, telephone (559) 457-3134.

10. *9:00 P.M. 659 - 662

DISCUSS and ADOPT Resolution No. 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

Discuss and Adopt Resolution No. 26-58.docx

Discuss and Adopt Resolution No. 26-58.pdf

Included in the Board material is Resolution No. 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. The Superintendent **recommends adoption** . Fiscal impact: There is no fiscal impact to the district at this time. Contact Person Paul Idsvoog, telephone (559) 457-3134.

11. *9:05 P.M. 663 - 667

DISCUSS and ADOPT Resolution No. 26-59, Authorizing the Board to Reduce or Discontinue Particular Classified Services for 2026/27

Discuss and Adopt Resolution No. 26-59.docx

Discuss and Adopt Resolution No. 26-59.pdf

Included in the Board material is Resolution 26-59, authorizing the Board to reduce or discontinue particular classified services for the 2026/27 school year pursuant to Education Code 45117 and 45308

and it is in the best interest of the District that the number of classified employees be reduced for lack of work and/or lack of funds and approve related documents and actions. Education Code section 45117 provides that the services of no classified employee may be terminated while any short/term employee is retained to render a service which the classified employee is qualified to render. 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.

12. *9:10 P.M. 668 - 671

DISCUSS and ADOPT Resolution 26-60, Authorizing the Board to Reduce or Eliminate Particular Kinds of Certificated Services for 2026/27

Discuss and Adopt Resolution No. 26-60.docx

Discuss and Adopt Resolution No. 26-60.pdf

Included in the Board material is Resolution 26-60, authorizing the Board to reduce or eliminate particular kinds of certificated services and to permit the layoff of certificated employees for the 2026/27 school year pursuant to Education Code 44949 and 44955 and it is in the best interest of the District that the number of certificated employees be reduced or discontinued and approve related documents and actions. 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.

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 672

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

The Board of Education received and considered the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the regular meeting of the Board held February 11, 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. 26-65, Opposing the Southeast Development Area Plan 673 - 676

Adopt Resolution No. 26-65, Opposing the Southeast Development Area Plan.docx

Adopt Resolution No. 26-65 Opposing the Southeast Development Area Plan.pdf

Included in the Board material is Resolution No. 26-65, Opposing the Southeast Development Area Plan. 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. APPROVE Personnel List 677 - 679

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.

4. APPROVE Meeting Minutes 680 - 688

Approve Meeting Minutes.docx

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 February 11, 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.

5. APPROVE Proposed Revisions for Board Policies - Constituent Services 689 - 707

Approve Proposed Revisions for Board Policies - Constituent Services.docx

Approve Proposed Revisions for Board Policies - Constituent Services.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 Board President **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone (559) 457-3838.

6. APPROVE Creation of New Position and Job Description for Paraprofessional, Itinerant Special Education 708 - 718

Approve Creation of New Position Job Description for Paraprofessional, Itinerant Special Education.docx

Approve Creation of New Position Job Description for Paraprofessional, Itinerant Special Education.pdf

Included in the Board material is a side letter with the California School Employees Association (CSEA), Chapter 125 that outlines the creation of a mutually agreed upon pilot program for the position of Paraprofessional, Itinerant Special Education. This position is designated Classified, non-exempt, and placed on G-31 of the CSEA 125 Salary Schedule. The Superintendent **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone (559) 457-3713.

7. APPROVE Revised Job Description for Chief Technology Officer 719 - 724

Approve Job Description for Chief Technology Officer.docx

Approve Job Description for Chief Technology Officer.pdf

Included in the Board material is the revised job description of Chief Technology Officer. This revised job description reflects inclusion of language which more specifically identifies duties of a Chief Technology Officer in the Information Technology Department. 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.

8. APPROVE Revised Job Description for Executive Director – Fiscal Services 725 - 729

Approve Revised Job Description for Executive Director – Fiscal Services.docx

Approve Revised Job Description for Executive Director – Fiscal Services.pdf

Included in the Board material is the revised job description of Executive Director- Fiscal Services. 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.

9. APPROVE Revised Job Description for Manager (General) – Fiscal Services 730 - 735

Approve Revised Job Description for Manager (General) - Fiscal Services.docx

Approve Revised Job Description for Manager (General) - Fiscal Services.pdf

Included in the Board material is the revised job description of Manager (General) - Fiscal Services. The Manager is accountable for improving student achievement through the effective management of Fiscal Services. This revised job description reflects inclusion of language, which more specifically identifies duties of a Manager (General) in the Fiscal Services Department. 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.

10. APPROVE Memorandums of Understanding between Fresno Unified School District and Aspen Meadow Public School, Aspen Valley Prep Academy, Sierra Charter School, and University High School 736 - 920

Approve Memorandums of Understanding between Fresno Unified School District and Aspen Meadow Public School, Aspen Valley Prep Academy, Sierra Charter School, and University High School

APPROVE Memorandums of Understanding between Fresno Unified School District and Aspen Meadow Public School, Aspen Valley Prep Academy, Sierra Charter School, and University High School.pdf

Included in the Board material is a copy of the Memorandums of Understanding (MOUs) between Fresno Unified School District and the charter corporate entities as follows: Aspen Public Schools Incorporated, which operates Aspen Meadow Public School and Aspen Valley Prep Academy; Sierra Charter School; and University High School. The MOUs detail the relationship between the district, the charter corporate entity, and the charter school regarding operations, oversight, and monitoring. The Superintendent **recommends approval**. Fiscal impact: There is no fiscal impact at this time. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-

3750.

11. APPROVE Award of Bid 26-34, Hamilton K-8 School Gym Heating, Ventilation, Air Conditioning Upgrade 921 - 922

Award of Bid 26-34, Hamilton K-8 School Gym Heating, Ventilation, Air Conditioning Upgrade.docx

Award of Bid 26-34, Hamilton K-8 School Gym Heating, Ventilation, Air Conditioning Upgrade.pdf

Included in the Board material is information on Bid 26-34, Hamilton K-8 School Gym Heating, Ventilation, Air Conditioning Upgrade. This project will upgrade the gymnasium with mechanical cooling. Staff recommend the award to the lowest responsive, responsible bidder: Strategic Mechanical, Inc. (Fresno, California) $899,400. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $899,400 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone (559) 457-3134.

12. RATIFY Change Orders 923 - 1013

Change Orders.docx

Change Orders.pdf

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

Bid 24-18, Farber Educational Campus South Building A Modernization

Bid 24-72, McLane High School New Gymnasium

Bid 25-32, Rowell Elementary School Playground Replacements

Bid 25-37, Gibson and Mayfair Elementary Schools Heating, Ventilation, Air Conditioning and Energy Management System Replacements

Bid 25-46, Sunnyside High School CTE Building Improvements

Bid 25-48, Heating Ventilation and Air Conditioning Improvement at Various Sites

Bid 25-50, Tioga Middle School Single Point of Entry and Parking Improvements

Bid 25-58 Sections A and C, Fencing andthe Americans with Disabilities Act (ADA)Improvements at Dailey and Winchell Elementary Schools

Bid 25-60, Aynesworth and Calwa Elementary Schools Unit Ventilation, Energy Management Systems, and Central Plant Equipment Replacement

The Superintendent **recommends ratification**. Fiscal impact:

Sufficient funds in the amount of $345,056 are available in the Measure M Fund for Bids 24-18, 24-72, 25-32, 25-37, 25-46, 25-48, 25-50, 25-58, and 25-60. Contact person: Paul Idsvoog, telephone (559) 457-3134.

13. RATIFY the Filing of Notices of Completion 1014 - 1025

Ratify the Filing of Notices of Completion.docx

Ratify the Filing of Notices of Completion.pdf

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

Bid 24-18, Farber Educational Campus South Building A Modernization

Bid 25-15 Sections A and B, Intrusion Security Upgrades Phase 3

Bid 25-32, Rowell Elementary School Playground Replacements

Bid 25-37, Gibson and Mayfair Elementary Schools Heating, Ventilation, Air Conditioning and Energy Management System Replacements

Bid 25-46, Sunnyside High School CTE Building Improvements

Bid 25-50, Tioga Middle School Single Point of Entry and Parking Improvements

Bid 25-58 Sections A, Fencing and the Americans with Disabilities Act (ADA)Improvements at Dailey Elementary School

Bid 25-58 Sections C, Fencing and the Americans with Disabilities Act (ADA) Improvements at Winchell Elementary School

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

UNSCHEDULED ORAL COMMUNICATIONS

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

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

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

OPPORTUNITY for Board Member Reflections on the Board Shared Agreements

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

D. ADJOURNMENT

NEXT SCHEDULED REGULAR MEETING

WEDNESDAY, MARCH 11, 2026

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: RECEIVE

TITLE AND SUBJECT: Receive the Fresno Unified School District Second Quarterly Investment Report for Fiscal Year 2025/26

ITEM DESCRIPTION: Included in the Board material is the second quarterly investment report for the period ending December 31, 2025. Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments.

As of December 31, 2025, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. District funds are invested in a manner that meets the primary objective of safeguarding the principal of the funds and serving the district's liquidity needs. District funds are invested as follows:

County Treasury Investment Pool	$798,647,277
Investment with Trustees	$35,687,051*

*This amount represents escrow funds held by trustees at U.S. Bank. These funds are invested in U.S. Treasury Bills and Notes, which are backed by the U.S. Federal Government.

In accordance with law and administrative regulations, this investment report also certifies that the Fresno Unified School District has sufficient cash on hand to meet the district's cash requirements for the next six months.

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

PREPARED BY: Kim Kelstrom

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: RECEIVE

TITLE AND SUBJECT: Receive Constituent Services Quarterly Reporting

ITEM DESCRIPTION: Included in the Board material is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of November 01, 2025, through January 31, 2026. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from November 01, 2025, through January 31, 2026, in accordance with Education Code § 35186.

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

PREPARED BY: Teresa Plascencia, Executive Director

DIVISION: Constituent Services

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor, Chief of Staff

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

SUPERINTENDENT
Mao Misty Her

Constituent Services Quarterly Report

For the Period Between November 1, 2025 and January 31, 2026

Type of Complaint	Filed	Pending	# Time Intensive	Average Number of Days to Close
Personnel Complaints	50	34	10	20.25
Uniform Complaint Procedures (UCP)	1	0	1	3.0
Williams Uniform Complaints	0	0	0	0
Requests for Information or Service	463	6	18	1.28
Special Education Requests	32	0	0	1.35
Other Complaints	12	1	1	1.25
Public Records Act Request	92	10	20	1.46
Government Relations Requests	14	1	1	1.77
TOTAL	644	52	51	1.82

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Fresno Unified School District

Person completing this form: Teresa Plascencia

Title: Executive Director of Constituent Services

Quarterly-Report Submission Date - *check one*

- ☐ 1st Quarter August 1 – October 31
- ☑ 2nd Quarter November 1 – January 31
- ☐ 3rd Quarter February 1 – April 30
- ☐ 4th Quarter May 1 – July 31

Date for information to be reported publicly at governing board meeting: February 25, 2026

Please check the box that applies:

☑ No complaints were filed with any school in the district during the quarter indicated above.

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

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

Mao Misty Her

Print Name of District Superintendent

Signature of District Superintendent

February 25, 2026

Date

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: RECEIVE

TITLE AND SUBJECT: Receive California School Boards Association Delegate Assembly Corrected Ballot for Region/subregion 10/B

ITEM DESCRIPTION: Included in the Board material is the California School Boards Association Delegate Assembly corrected ballot packet for region/subregion 10B.

The correction reflected on this ballot includes an updated candidate name from Connie Kee to Constance (Connie) Kee Schlaefer.

The Board may cast up to three votes from the four candidates listed on the ballot, with no more than one vote per candidate**.** All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2026**,** and ending March 31, 2028**.**

This item will return for Board discussion and approval on the March 11, 2026**,** meeting agenda. The ballot submission deadline is Monday, March 16, 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

REQUIRES BOARD ACTION

January 31, 2026
MEMORANDUM

To: CSBA Member Boards and Even-numbered County Board Presidents and Superintendents
From: Dr. Debra Schade, CSBA President
Re: 2026 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Mon. March 16**

CSBA is transitioning to an all-electronic voting process, beginning with an electronic "option" this year and moving to all-electronic voting in 2027. For those wishing to submit an electronic ballot this year, an email with the unique link to your ballot is sent to the primary contact on file with CSBA for your district or county office on February 1, 2026. Electronic ballot submissions still require board action as described in this memo, however no mailing is required. If both a paper ballot and electronic ballot are submitted, only the electronic ballot will be counted.

Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper) listing the candidates, the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA if your district or county board chooses to submit a paper ballot. Ballots must be submitted electronically or postmarked by the U.S. Post Office on or before Monday, March 16, 2026.**

Your Board may vote for up to the number of seats to be filled in the region or subregion as indicated on the ballot. For example, if there are three seats up for election, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district or county office must be clearly printed in the space provided.

The paper ballot must be signed by the Board President, Board Clerk, or Superintendent as a designee of the board, and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's or county office's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held, and ballots will need to be postmarked on or before April 30. Results will be published by May 11, 2026.

For County Boards of Education Only:

County boards of education may receive up to two emails with unique links for electronic voting: one for their subregion ballot and one for their regional county Delegate ballot, if applicable.

Per Standing Rule 52, in regions with more than one county, each county board of education has one vote to elect the county board member who represents the county board(s) in the region in the Delegate Assembly. One-county regions will appoint the county Delegate. Your county board may vote for only one candidate to fill the Delegate position representing the county boards within your region. Enclosed is the ballot material for election to CSBA's Delegate Assembly of the county board representative from your region. It consists of 1) the ballot (on GREEN paper) listing the candidates, the reverse side of which contains the name of the current member of the Delegate Assembly representing the county boards in your region; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, also provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on GREEN paper is to be completed and returned to CSBA if your county board chooses to submit a paper ballot. Like the ballot on red paper for the other Delegate seats in your region, it must be submitted electronically or postmarked by the U.S. Post Office on or before Monday, March 16, 2026.**

The paper ballot on GREEN paper must be signed by the Board President, Board Clerk, or by the County Superintendent, as a designee of the board, and returned in the enclosed envelope. If the envelope is misplaced, you may use your county office's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held, and ballots will need to be postmarked by April 30. The results for the county board seat in each region will also be published by May 11, 2026.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2026 – March 31, 2028. The next meeting of the Delegate Assembly takes place on Saturday, May 16 and Sunday, May 17, 2026. Please do not hesitate to contact the Executive Office at nominations@csba.org should you have any questions.

Encs: Ballot on red paper and watermarked "copy" of ballot on white paper
Ballot on green paper and watermarked "copy" of ballot on white paper
List of all current Delegates on reverse side of ballot
Candidate(s)' required Biographical Sketch Forms and optional resumes
CSBA-addressed envelope to send back ballots

REQUIRES BOARD ACTION

This complete, **CORRECTED** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **MONDAY, MARCH 16, 2026**. Only ONE Ballot per Board. Be sure to mark your vote "✕" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2026 DELEGATE ASSEMBLY **CORRECTED**
BALLOT SUBREGION 10-B
(Fresno County)

Number of seats: 3 (Vote for no more than 3 candidates)

Delegates will serve two-year terms beginning April 1, 2026 - March 31, 2028

**denotes incumbent*

☐ Darrell Carter (Washington USD)*

☐ James Hoak (Sierra USD)

☐ Constance (Connie) Kee Schlaefer (Sierra USD)

☐ Mark Medina (Selma USD)*

Provision for Write-in Candidate Name	*School District*
Signature of Superintendent or Board Clerk	*Title*
School District Name	*Date of Board Action*

See reverse side for list of all current Delegates in your Region.

Corrected Ballot Please Use This Ballot

REGION 10 – 14 Delegates (10 elected/4 appointed0)

Director: Kathy Spate (Caruthers USD)

Below is a list of all elected or appointed Delegates from this Region.

REGION 10 – 14 Delegates (10 elected/4 appointed0)

Director: Kathy Spate (Caruthers USD)

Below is a list of all elected or appointed Delegates from this Region.

Subregion10-A (Madera, Mariposa)
Barbara Bigelow (Chawanakee USD), 2027
Subregion10-B (Fresno)
Hugh Awtrey (Clovis USD)*, 2027
Daniel Babshoff (Kerman USD), 2027
Darrell Carter (Washington USD), 2026
Spencer Davison (Coalinga-Huron USD), 2027
Andy Levine (Fresno USD)*, 2027
Nabil Kherfan (Central USD), 2027
Mark Medina (Selma USD), 2026
Yolanda Moore (Clovis USD)*, 2026
Ronald Parker (Firebaugh-Las Deltas USD), 2026
Terry Ruiz (Washington USD), 2027
Keshia Thomas (Fresno USD)*, 2026
Subregion10-C (Kings)
Alicia Martella (Hanford Joint Union HSD), 2026
Region 10 County
Marcy Masumoto (Fresno COE), 2026

Counties

Counties

Mariposa (Subregion A)
Madera (Subregion A)
Fresno (Subregion B)
Kings (Subregion C)

Corrected Ballot Please Use This B

View results

Respondent

32 Anonymous

14:43

Time to complete

1. I have been... *

- ( ) Appointed
- (•) Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Darrell Carter

3. Full name *

Darrell Carter

4 Region/subregion *

10B

5 Name of District or COE *

Washington Unified School District (Fresno)

6 Years on board *

12

7 Profession

Senior Pastor

8 Contact number *

[redacted]

9 Primary email address *

[redacted]

10. Are you an incumbent Delegate? *

- (●) Yes
- ( ) No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I have previously served as a delegate during my tenure as board a Board Member for Washington Unified School District. I have also participated in Legislative Action Day at the State Capitol, along with fellow delegates to present CSBA's position on many of the pertinent issues related to educational matters throughout California to our legislators.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I am involved in various community-based organizations that deal with many social and emotional difficulties that are characteristic in low socio-economic communities such as West Fresno. Among the organizations I am involved with are the West Fresno Health Care Coalition, Salvation Army, Feed My Sheep Outreach Ministries, Southwest Police Precinct, Bring Broken Neighborhoods Back To Life initiative and many other agencies.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

A Major Challenge facing governing boards is the various social and political agendas that make it difficult to maintain focus on student learning and development. CSBA helps address this by educating the public and media about the role of school boards and the attributes of public education in California.

View results

Respondent

81 Anonymous

31:11

Time to complete

1. I have been... *

- ( ) Appointed
- (•) Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Mark medina

3. Full name *

Mark Medina

4 Region/subregion *

10B

5 Name of District or COE *

Selma Unified School District

6 Years on board *

3

7 Profession

Photographer / IT Management

8 Contact number *

[redacted]

9 Primary email address *

[redacted]

10. Are you an incumbent Delegate? *

- (●) Yes
- ( ) No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I have served as an appointed delegate for the past year and have found that it is perfect place to push for my district and it parent's concerns as it is a proactive environment dealing with tackling upcoming laws and policies coming from the state. My experience in business, technology as well as being a parent of two young men who have successfully completed public K-12 gives me insight that I bring to my service as a delegate.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

Currently in my school district I have been selected to be secretary. I also volunteer with some local businesses and chamber of commerce during the year participating in community events and celebrations.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

Retaining local control as the state seems determined to centralize control by creating policies that put local districts in a proverbial corner forcing districts to adopt policies or face actions which could be seen as retaliatory. It is up to CSBA to support local districts especially those in rural communities by advocating and lobbying state level government leaders relaying the struggles and concerns these districts have.

View results

Respondent

98 Anonymous

07:21

Time to complete

1. I have been... *

- ( ) Appointed
- (•) Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Constance E. Schlaefer

3. Full name *

Constance E. Schlaefer

4 Region/subregion *

10B

5 Name of District or COE *

Sierra Unified School District

6 Years on board *

13

7 Profession

Retired Military

8 Contact number *

[redacted]

9 Primary email address *

[redacted]

10. Are you an incumbent Delegate? *

- ○ Yes
- ◉ No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I am interested in serving as a Delegate to help represent the small and rural districts of the Fresno area and to help shape CSBA's platform with our region's needs in mind. Having previously served on the Delegate Assembly, I found the experience invaluable--engaging in deep dives on important topics and exchanging different perspectives with board members across the state.
I am fully committed to this work. My goal is not only to advocate for our region but also to bring back meaningful information, strategies, and ideas that support continued growth in our home districts. I have a strong record of follow-through and engagement, and I will continue to bring that reliability and dedication to the Delegate Assembly if elected.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

• Thirteen years on the Board of Trustees for Sierra Unified, including three years as Board President
• One and a half years of service on the CSBA Delegate Assembly
• Two and a half years on the Board of Directors for the Fresno County School Trustee Association
• Two and a half years on the Fresno County Committee for School District Organization
• Four years as an Educational Advocate through Legislative Action Week
• Twelve years leading STEM activities, including Rocket Club and Computer Science Club, for local elementary students

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

One of the most significant challenges facing governing boards today is the persistent lag in student achievement that continues long after the 2020 shutdowns. Chronic absenteeism remains a major contributing factor. While there is no single solution that fits every district, we can make meaningful progress by learning from one another. Each district is experimenting with its own approaches, and providing the opportunity to share these strategies is one of CSBA's greatest strengths.

CSBA plays a critical role in supporting this work through governance training, statewide representation via the Delegate Assembly, advocacy efforts such as Legislative Action Week, and the Annual Education Conference. These opportunities help us grow as leaders and strengthen our collective ability to advocate for high-quality public education.

Constance Schlaefer: Experienced Community and Nonprofit Leader

Summary:
Dedicated and accomplished leader with a 25-year career in the Air Force, specializing in space systems engineering and education. Adept at project management, educational leadership, and technical communication. Extensive involvement in public education and nonprofit sectors, including a 13-year tenure on the Board of Trustees of Sierra Unified School District. Strong track record of active involvement in fostering growth, managing budgets, and advocating for educational excellence.

Education:

Doctor of Philosophy (Ph.D.) in Engineering Science and Mechanics
Penn State University, 2003
Master's Degree in Mechanical Engineering
UC Santa Barbara, 1993
Bachelor's Degree in Engineering Mechanics, Minor in Russian Language
United States Air Force Academy, 1988

Professional Experience:

Board Member | Sierra Unified School District | Dec 2012 – Dec 2024, Mar 2025 - Present

- Spearhead strategic initiatives for a rural TK-12 district serving 1,250 students, ensuring educational quality and growth.
- Oversee the development and execution of a $25M annual budget and Local Control Accountability Plan, aligning financial resources with student needs
- Representative, CSBA Delegate Assembly, Apr 2023 – Dec 2024
- Board of Directors, Fresno County School Trustee Association, March 2022 – Dec 2024

Deputy Head, Department of Engineering Mechanics | US Air Force Academy | Dec 2006 – Feb 2009

Site Commander | Air Force Research Laboratory | Nov 2005 – Dec 2006

Deputy Chief, Space and Missile Propulsion Division | Air Force Research Laboratory | Jun 2004 – Nov 2005

Community Involvement:

Board of Directors, Friends of the Auberry Library 2015-Present

Host, Rocket Club, Foothill Elementary, 2018-2022, 2025

Local Organizer, Wreaths Across America, 2025

Board of Directors, Sierra Foundation, 2010-2012

View results

Respondent

120 Anonymous

07:23

Time to complete

1. I have been... *

- ( ) Appointed
- (•) Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

James Hoak

3. Full name *

James F Hoak

4d Region/subregion *

10B

5d Name of District or COE *

Sierra Unified School District

6d Years on board *

5

7d Profession

Painting Contractor

8d Contact number *

[redacted]

9d Primary email address *

[redacted]

10d Are you an incumbent Delegate? *

- ○ Yes
- ◉ No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

My primary motivation is serving children. I am committed to ensuring that every student has access to the highest-quality education and the broadest range of opportunities.
I earned my bachelor's degree from the Sid Craig School of Business in 201 1. Since my mid-twenties, I have managed crews for my father's construction company, where I was responsible for job estimating, developing client schedules, and overseeing project timelines. consistently delivered projects on time and under budget. Working closely with employees, contractors, and suppliers has strengthened my ability to collaborate effectively and maintain strong professional relationships.
Over the years, I have interviewed and hired numerous employees, gaining valuable experience in evaluating people's strengths, communication styles, and working dynamics. I have a natural ability to understand individuals and manage teams with diverse skill sets.
My time on the board has taught me many important lessons. I have learned how to listen openly to differing viewpoints and adjust my perspective when presented with compelling information. At the same time, I have learned when to stand firm in my position-especially when i believe it best serves the interests of children.
One of my greatest strengths is my ability to work well with others. I am comfortable leading or supporting a team as needed, and I pride myself on being a reliable, collaborative team player.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I am currently serving my second term on the school board, during which have participated in several committees. One of the efforts I am most proud of is my work on the committee that organized and launched a school bond campaign in partnership with volunteer community members. Our district had attempted to pass a bond measure three times over the past twenty years without success. In a deeply conservative community that is generally resistant to tax increases, this was a significant challenge.
Through strategic planning, consistent outreach, and effective community engagement our committee successfully passed the bond measure with 65% voter approval. This achievement came at a critical time, as our century-old school facilities were deteriorating and in urgent need of investment. As someone who has lived in this community for 40 years and graduated from the district in 2003, it was an especially meaningful milestone.
In addition to my board service, I actively donate to local school sports/extracurricular programs and attend as many games and community events as possible. In December, t attended the CSBA Conference in Sacramento, which provided valuable professional development and the opportunity to connect with fellow board members from across the state. It was an enriching experience that strengthened both my knowledge and my network.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

I believe the most significant challenge facing governing boards today is maintaining a strong focus on student outcomes. These outcomes must encompass not only preparation for higher education but also readiness for well-paying careers immediately after high school.
In my experience, this issue has many interconnected components. Effective leadership on this issue must begin at the top. From board-adopted goals to the superintendents directives, every level of the organization should be aligned and working toward the same objectives. Strong management and cohesive teamwork are essential to achieving meaningful progress.
Teachers play a critical role in this process. Open, honest conversations about what is working-and, just as importantly, what is not necessary for continuous improvement. Identifying areas that need adjustment allows us to refine our approach and better support students.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: DISCUSS and ACCEPT

TITLE AND SUBJECT: Discuss and Accept the Student Outcomes Focused Governance Monitoring Report – February 2026

ITEM DESCRIPTION: Included in the Board material is the February 2026 Student Outcomes Focused Monitoring Report for the following goal and interim goals:

- College and Career Readiness: The percentage of students graduating high school who are college and career ready based on the College and Career Indicator (CCI) will increase from 43% in June 2024 to 64% by June 2030.

- College and Career Readiness (Interim Goal 1): From June 2024 to June 2028, the percentage of 9th and 10th grade students who receive at least one "D" or "F" on their report card at the end of the semester will decrease from 55.2% to 38.2%.

- College and Career Readiness (Interim Goal 2): From June 2025 to June 2028, the percentage of 9th - 12th grade students who have successfully completed a dual enrollment course, Career Technical Education concentrator/capstone courses, or a work-based learning experience each semester will increase from 20% to 30%.

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

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Chief Academic Officer, Carlos Castillo, Ed.D. Carlos Castillo (Feb 2, 2026 08:26:29 PST)

Student Outcomes Focused Governance: Monitoring Report

February 25, 2026

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

OUR MISSION

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

OUR VISION

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

GOALS

GOAL 1 EARLY LITERACY

The percentage of 1st graders who are proficient in literacy based on iReady results will increase from 48% in June 2024 to 80% June 2030.

GOAL 2 LITERACY INTERVENTION

The percentage of 3rd-8th grade students who are more than one year behind as measured by Smarter Balanced (SBAC) English Language Arts (ELA) who make more than one year's growth will increase from 30% in June 2024 to 50% by June 2030.

GOAL 3 COLLEGE & CAREER READINESS

The percentage of students graduating from high school who are college and career ready based on CCI will increase from 43% in June 2024 to 64% by June 2030.

GOAL 4 LIFE SKILLS

The percentage of 6th, 8th, and 12th grade students who demonstrate benchmarked competencies in the skills listed in the Portrait of a Learner using age-appropriate assessments will increase by X% in June 2027 to Y% by June 2030.

GUARDRAILS *synthesized version*

COMMUNITY ENGAGEMENT

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

EQUITABLE ACCESS

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

EFFECTIVE STAFF

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

HEALTH & WELLNESS

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

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

NUESTRA MISIÓN

Nutrimos y cultivamos los intereses, el intelecto y el liderazgo de nuestros estudiantes al brindar una educación excelente y equitativa en un ambiente culturalmente competente.

NUESTRA VISIÓN

Donde los estudiantes, familias y personal son valorados y empoderados para alcanzar su máximo potencial.

METAS

PRIMERA META ALFABETIZACIÓN TEMPRANA

El porcentaje de estudiantes de primer grado que son competentes en alfabetización según los resultados de iReady aumentará del 48% en junio de 2024 al 80% en junio de 2030.

SEGUNDA META INTERVENCIÓN EN ALFABETIZACIÓN

El porcentaje de estudiantes de 3º a 8º grado que están atrasados más de un año según lo medido por el Smarter Balanced (SBAC) Artes de Lenguaje Inglés (ELA) y que logran crecimiento de más de un año, aumentará del 30% en junio de 2024 al 50% en junio de 2030.

TERCERA META PREPARACIÓN PARA LA UNIVERSIDAD Y LA CARRERA PROFESIONAL

El porcentaje de estudiantes que se gradúan de la escuela preparatoria y están preparados para la universidad y una carrera profesional según el CCI aumentará del 43% en junio de 2024 al 64% en junio de 2030.

CUARTA META HABILIDADES PARA LA VIDA

El porcentaje de estudiantes de 6º, 8º y 12º grado que demuestren competencias del punto de referencia en las habilidades enlistadas en el Retrato de un Estudiante mediante las evaluaciones adecuadas para su edad aumentará en un X% en junio de 2027 a un Y% en junio de 2030.

PARÁMETROS *Versión Sintetizada*

PARTICIPACIÓN DE LA COMUNIDAD

No se presentarán decisiones importantes a la Mesa Directiva sin un plan de participación comunitaria.

ACCESO EQUITATIVO

Las metas se alcanzarán sin excluir grupos distintos y/o vulnerables como Afroamericanos, Estudiantes Aprendices de inglés, Jóvenes en Hogar de Crianza, Estudiantes sin Hogar o con Discapacidades.

PERSONAL EFICAZ

La contratación, promoción o movimiento lateral del personal solo se llevará a cabo con quienes cumplan con los estándares.

SALUD Y BIENESTAR

Las metas se alcanzarán sin comprometer la salud y el bienestar de los estudiantes y el personal.

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

PEB LUB HOM PHIAJ

Peb saib xyuas thiab txhawb nqa peb cov tub ntxhais kawm ntawv cov kev nyiam, kev txawj ntse, thiab kev coj noj coj ua los ntawm kev muab kev kawm ntawv zoo thiab sib luag hauv ib puag ncig uas hwm thiab tos txais txhua haiv neeg.

PEB LUB ZEEM MUAG

Qhov chaw uas cov tub ntxhais kawm ntawv, tsev neeg, thiab cov neeg ua haujlwm raug saib muaj nuj nqis thiab tau txhawb kom lawv ncav cuag lawv lub peev xwm loj tshaj plaws.

COV HOM PHIAJ

HOM PHIAJ 1 KEV NYEEM NTAWV THAUM NTXOV

Qhov feem pua ntawm cov tub ntxhais kawm ntawv qib 1 uas muaj kev txawj nyeem ntawv raws li cov txiaj ntsig iReady yuav nce ntawm 48% thaum lub Rau Hli 2024 mus txog 80% thaum lub Rau Hli 2030.

HOM PHIAJ 2 PABCUAM NYEEM NTAWV

Qhov feem pua ntawm cov tub ntxhais kawm qib 3 txog 8 uas poob qab ntau tshaj ib xyoos raws li kev ntsuas Smarter Balanced (SBAC) English Language Arts (ELA), thiab uas kawm tau siab tshaj ib xyoos nyob rau ib lub xyoo kawm ntawv, yuav nce ntawm 30% thaum lub Rau Hli 2024 mus txog 50% thaum lub Rau Hli 2030.

HOM PHIAJ 3 KEV NPAJ TAU RAU COLLEGE THIAB UA HAUJLWM

Qhov feem pua ntawm cov tub ntxhais kawm ntawv tiav high school uas npaj mus kawm college thiab ua haujlwm raws li CCI yuav nce ntawm 43% thaum lub Rau Hli 2024 mus txog 64% thaum lub Rau Hli 2030.

HOM PHIAJ 4 COV KEV TXAWJ PAUB HAUV LUB NEEJ

Qhov feem pua ntawm cov tub ntxhais kawm ntawv qib 6, 8, thiab 12 uas kawm tau li cov txuj ci tau teev tseg hauv Daim Duab Ntawm Tus Kawm los ntawm kev tshau uas phim lawv hnub nyoog, yuav nce ntawm X% thaum lub Rau Hli 2027 mus txog Y% thaum lub Rau Hli 2030.

COV GUARDRAIL *hom ntsiab lus tagnrho*

KOOM TES NROG ZEJ ZOG

Tsis pub muaj kev txiav txim siab loj tham rau pawg Board yog tsis tau zej zog kev npaj koom tes.

MUAJ VAJ HUAM SIB LUAG

Cov hom phiaj yuav ua kom tiav yam tsis cais tawm cov pab pawg sib txawv thiab/lossis cov pab pawg tsis khov xws li cov African American, Cov Neeg Kawm Lus Askiv, Foster Youth, Cov Neeg Tsis Muaj Tsev Nyob lossis Cov Tub Ntxhais Kawm Mob Tsis Taus.

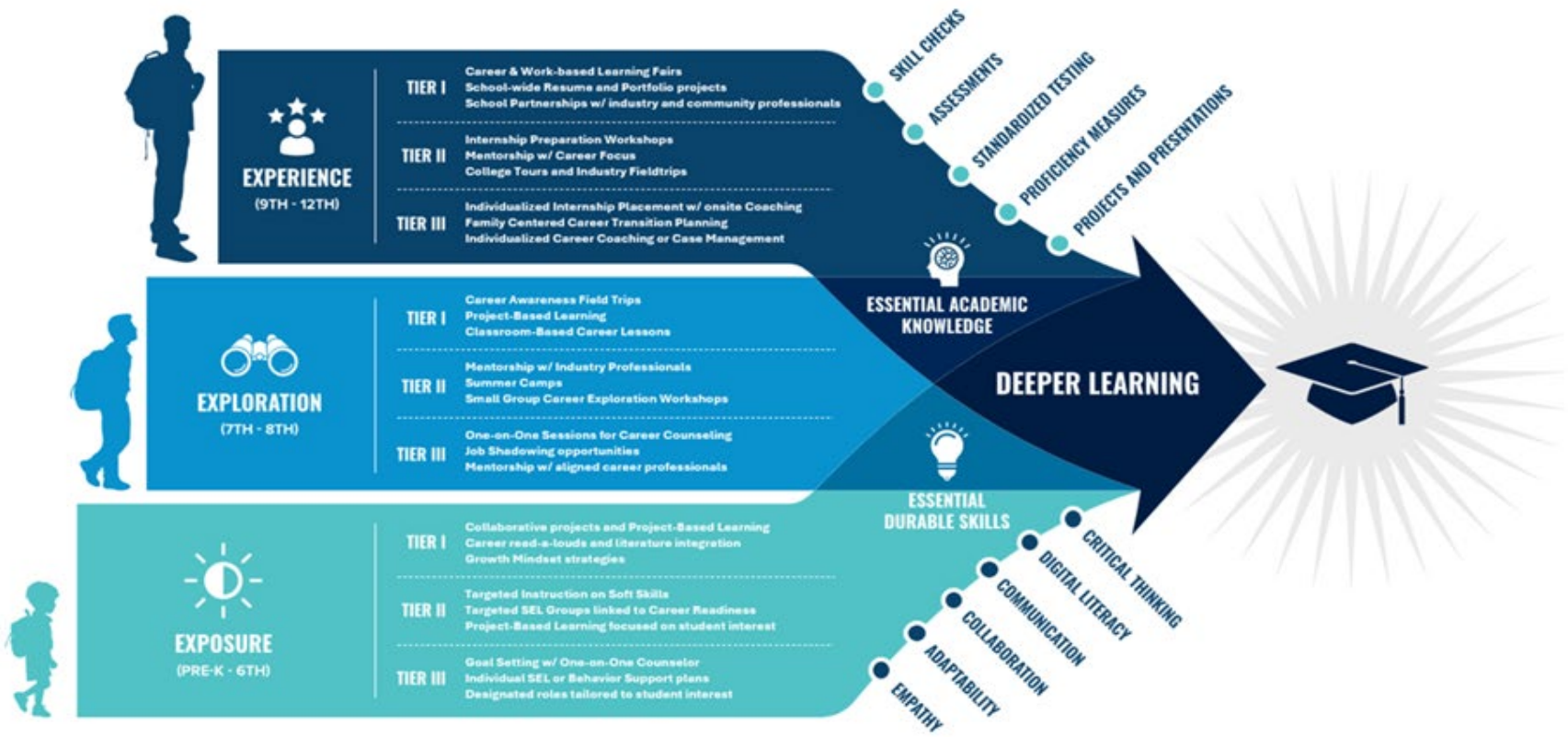
COV NEEG UA HAUJLWM ZOO

Kev ntiav neeg, nce qib lossis kev hloov haujlwm them nyiaj li qub rau cov neeg ua haujlwm tsuas yog muaj tshwm sim rau cov ua tau raws li cov qauv.

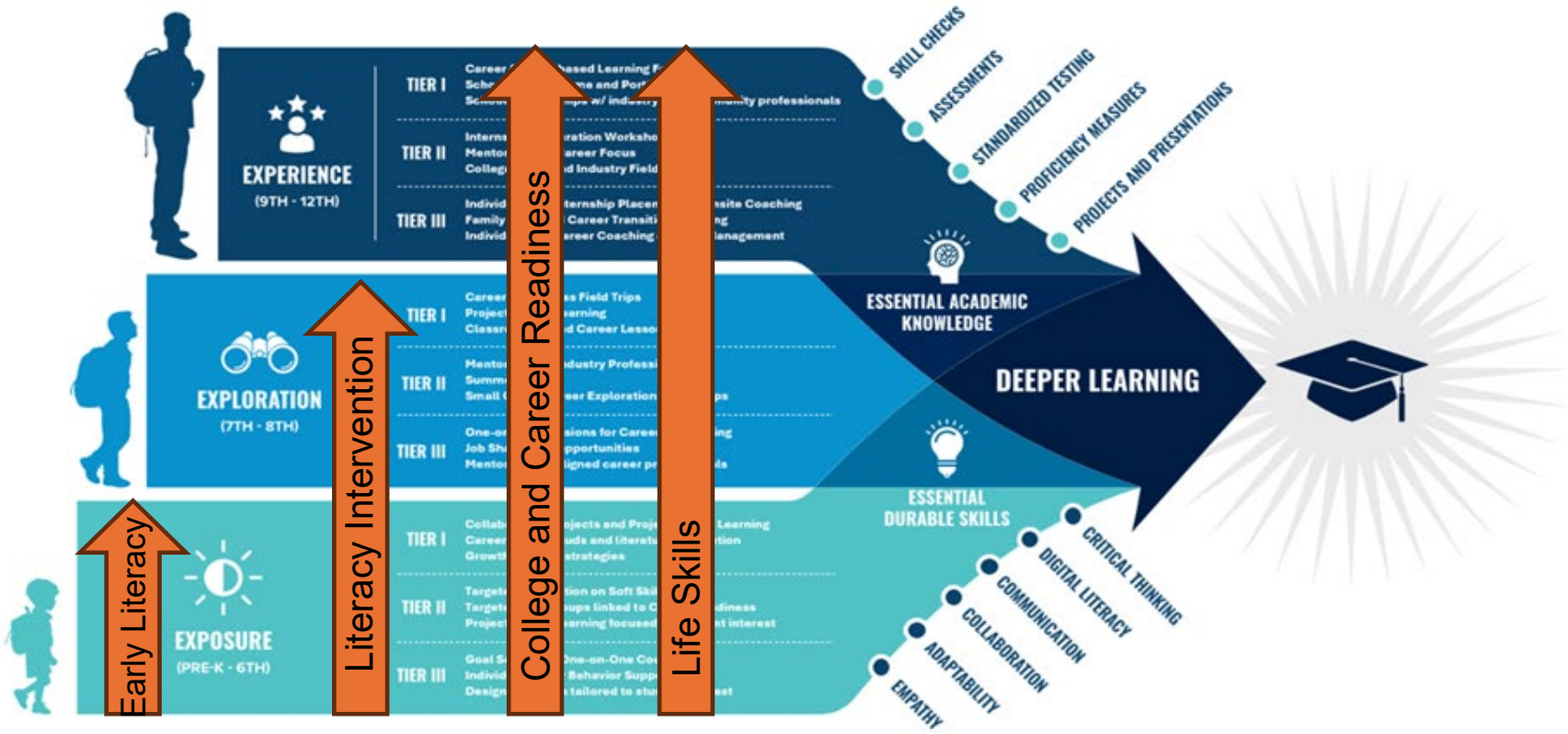
KEV NOJ QAB HAUS HUV THIAB KEV NOJ QAB NYOB ZOO

Cov hom phiaj yuav ua tiav yam tsis ua rau kev noj qab haus huv thiab kev noj qab nyob zoo ntawm cov tub ntxhais kawm ntawv thiab cov neeg ua haujlwm puas tsuaj.

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL



Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL



Fresno Unified School District
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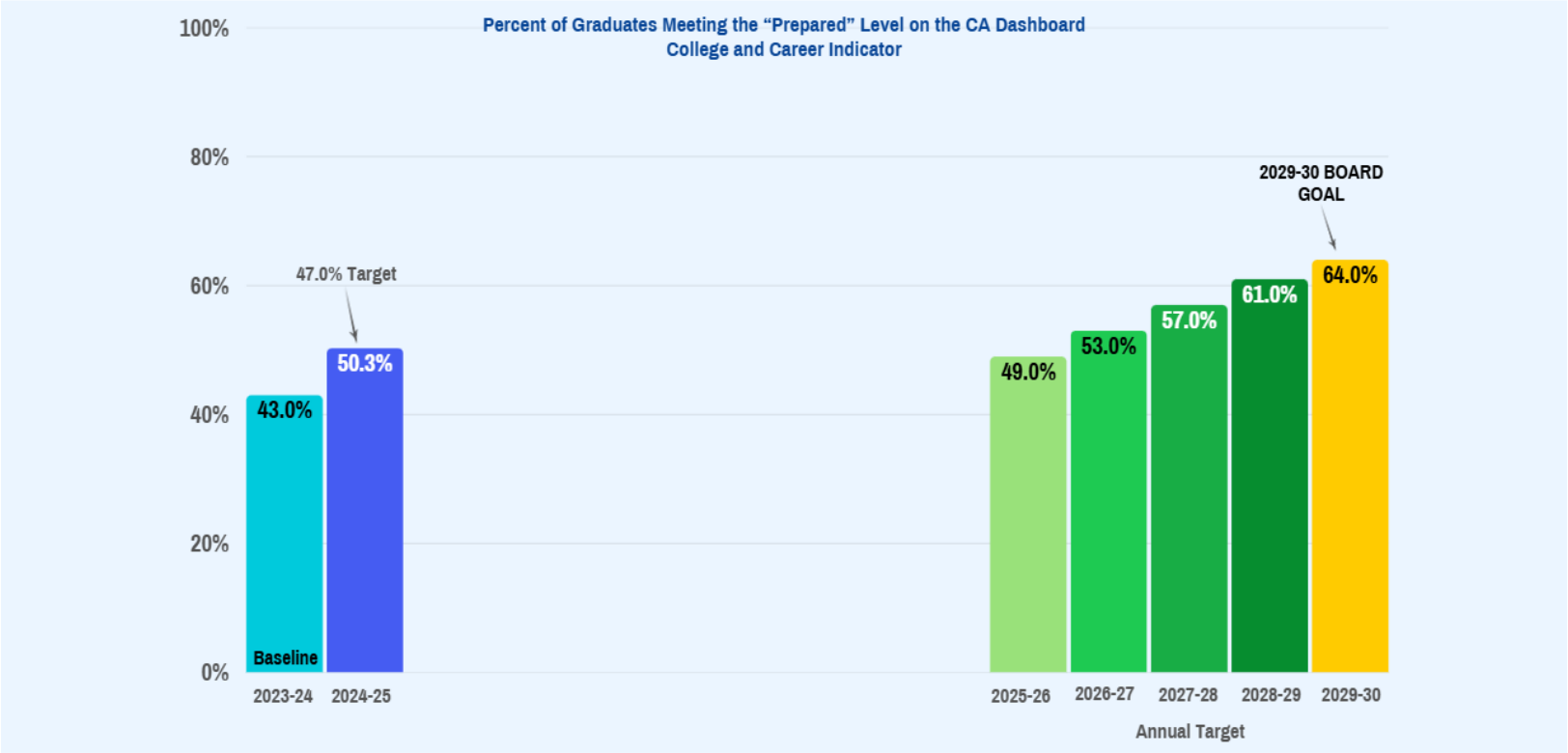
COLLEGE & CAREER READINESS

Goal: The percentage of students graduating from high school who are college and career ready based on CCI will increase from 43% in June 2024 to 64% by June 2030.



STATUS: Off Track | On Track

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

Data Source: CADashboard-College/Career Levels and Measures Report & Data
Data as of Date: 12/30/2025

COLLEGE & CAREER READINESS

Goal: The percentage of students graduating from high school who are college and career ready based on College and Career Indicator (CCI) will increase from 43% in June 2024 to 64% by June 2030.

2024/2025

College/Career

All Students | State

Green

Prepared 50.3%

CCI Indicators	2023/2024 Cohort = 4704	2024/2025 Cohort = 4382
Met CSU/UC Requirements	1742	1844
Advanced Placement	364	*973
College Credit Completion	706	846
CTE Pathway Completion	722	766
State Seal of Biliteracy	545	560
SBAC Assessments	547	516
Registered Pre-apprenticeship	92	90
Leadership/Military Science	16	29
International Baccalaureate	21	22
State and Federal Jobs Programs	0	1
Transition & Work Based Learning	1	0

*Beginning in 2025, CDE revised how Advanced Placement is measured

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

Data Source: CADashboard-College/Career Levels and Measures Report & Data
Data as of Date: 1/16/2026

	Superintendent's Response: College and Career Readiness (CCI)		
	Root Cause	**Rationale**	**Actions**
On Track	More students are graduating from Fresno Unified prepared for college and careers because of higher A–G completion rates, expanded access to dual enrollment and CTE pathway courses, and refinements to how Advanced Placement is measured on the CCI.	• Expanding sustainable practices to increase the number of students who graduate with one or more CCI indicator. through strengthening alignment, increasing access, and implementing ongoing program evaluation.	• By December 2026, College and Career Readiness Department (CCR) and Special Education will establish and report the methods of tracking work-based learning for all students on an IEP and certificate of completion track. • By December 2026, CCR will establish and maintain ongoing training for school leaders and program staff to support site-level monitoring and program evaluation. • CCR will expand partnerships between schools, higher education, industry partners, and community organizations to increase opportunities for student and family engagement by June 2027. • By June 2027, CCR will develop and adopt a comprehensive blueprint for college and career readiness expansion that outlines essential practices and quality standards to ensure consistent, high-quality programs across all schools.
Off Track	Reduced completion rates in State Seal of Biliteracy and registered pre-apprenticeship resulted in fewer students meeting the "Prepared" status CCI.	• Strengthening access, support, and completion in priority CCI growth areas, including the State Seal of Biliteracy and registered pre-apprenticeship programs, will improve student readiness.	• By August 2026, CCR, Chief Academic Office, and Site Leaders will conduct an analysis of the 2026/2027 master schedule by site to review course offerings aligned to CCI measures and effective utilization of available seats.

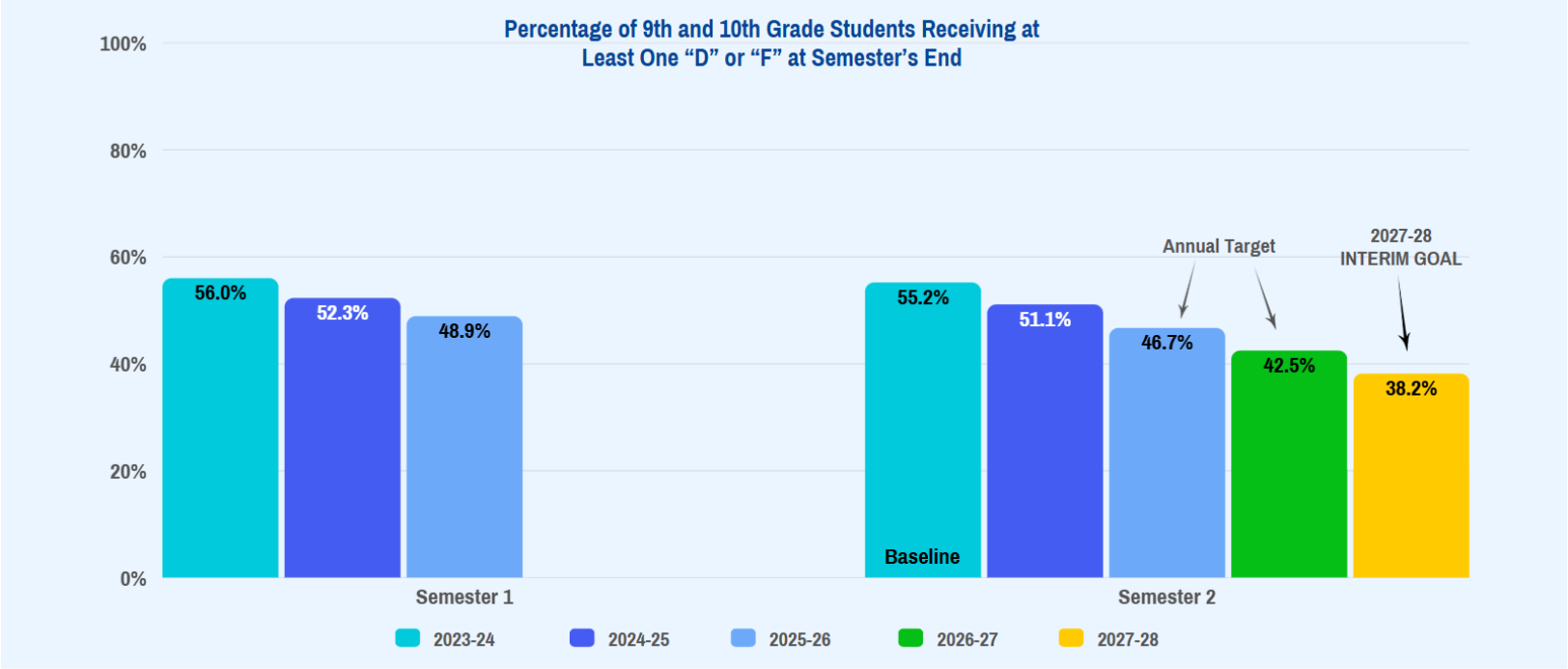
INTERIM GOAL CCR1

Goal: College & Career Readiness

The percentage of students graduating from high school who are college and career ready based on CCI will increase from 43% in June 2024 to 64% by June 2030.

Interim Goal: CCR1

From June 2024 to June 2028, the percentage of 9th and 10th grade students who receive at least one "D" or "F" on their report card at the end of the semester will decrease from 55.2% to 38.2%.



STATUS: Off Track | On Track

Must decreased by 4.25% each year to be on-track.

Data Source: sis.dbo.StudentCourseGrade
Data as of Date: enrollment based on End of Semester date

Fresno Unified School District
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	Superintendent's Response: College and Career Readiness Interim Goal 1 (9th and 10th Grade D/F Rates)		
	Root Cause	**Rationale**	**Actions**
On Track	Students hold a strong post-secondary orientation, with higher rates of attendance, graduation and a-g eligibility when compared to off-track schools.	• Sitewide systems and structures of identification, intervention, goal-setting, and progress monitoring support a postsecondary-ready culture and a strong sense of school identity.	• By March 2026, lead teachers will engage in professional learning in facilitating Professional Learning Community teams to review and respond to student data. • Through June 2026, 9th grade on-track teams will continue to review grades, attendance, and the Developmental Relationships Survey to identify and implement actions to improve student outcomes. • School Leadership will facilitate a cross-functional department and site leader team to develop a data dashboard responsive to site needs by June 2026. • Beginning August 2026, counselors will use quarterly progress reports to identify students in need of academic support and ensure timely referral to site-based interventions.
Off Track	Students demonstrate varying levels of postsecondary orientation, reflected in attendance, graduation, and a-g eligibility rates.	• Developing structures and initiatives for identification and intervention contribute to increasing but inconsistent levels of course completion.	• Site Leader and Head Counselor will identify courses with highest D and F rates and facilitate Instructional Leadership Team data chat and site action plans to respond to the data by February 2026. • Sites will facilitate quarterly parent engagement event for families of 9th and 10th grade off-track students per quarter. • Beginning March 2026, counselors will conduct monthly grade conferences with students who have two or more D or F grades and develop support plans based on identified needs.

Sunnyside High School

- Counseling practices that support greater A-G completion
- Impact of Break Through School Communities (BTSC) in reducing D's & F's in 9th and 10th grade
- Evidence-based Grading Practices

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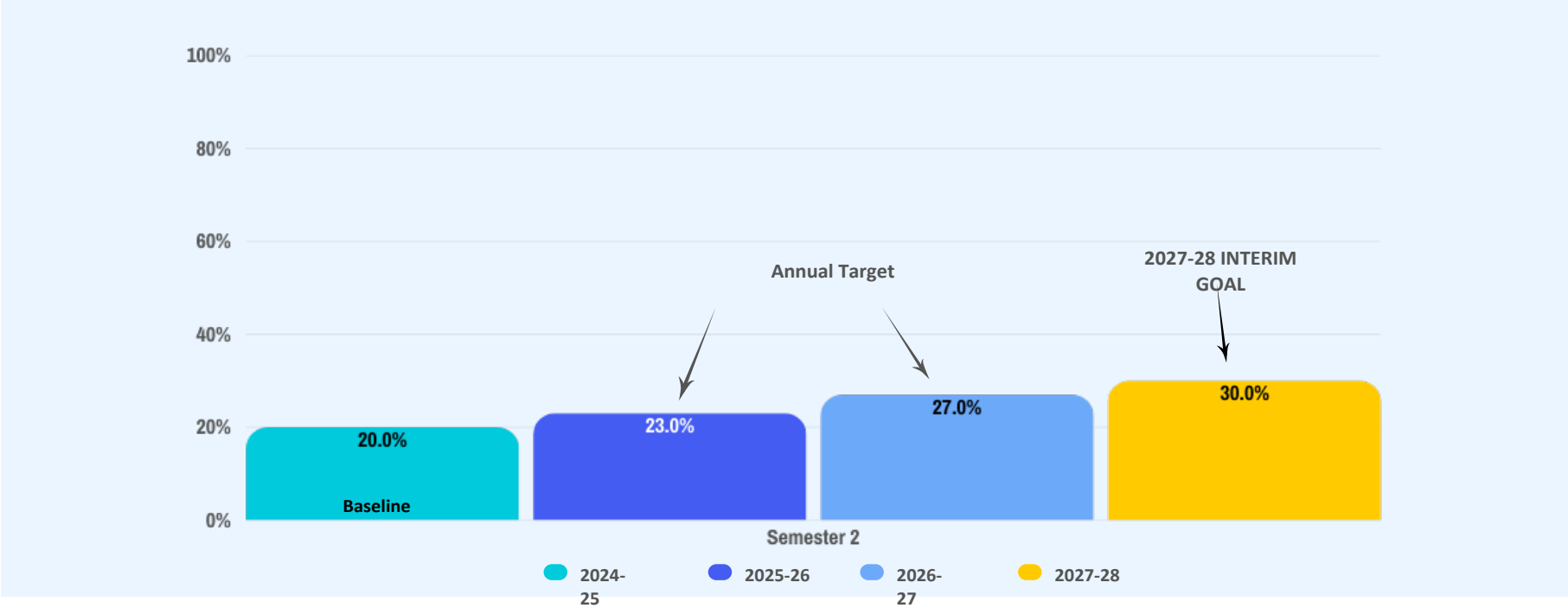
Interim Goal CCR 2

Goal: College & Career Readiness

The percentage of students graduating from high school who are college and career ready based on CCI will increase from 43% in June 2024 to 64% by June 2030.

Interim Goal: CCR2

From June 2025 to June 2028, the percentage of 9th - 12th grade students who have successfully completed a dual enrollment course, Career Technical Education concentrator/capstone courses, or a work-based learning experience each semester will increase from 20% to 30%.



STATUS: Off Track On Track

Must grow by 3.0% each year to be on-track.

Data Source: ATLAS and TITANWBL
Data as of Date: 01/27/2026

Fresno Unified School District
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Superintendent's Response: College and Career Readiness Interim Goal 2 (Key CCI Measures)

Root Cause	Rationale	Actions
• Increased access to high-quality college and career preparation options through expanded dual enrollment offerings, strengthened CTE pathways, and scaling pre-apprenticeship programs.	• Through improved program alignment and access, more students are earning college credit, completing industry-relevant coursework, and engaging in hands-on pre-apprenticeship experiences increasing readiness as measured by the CCI.	•By August 2026, increase fill rate of dual enrollment and CTE pathway courses to 80% at all comprehensive high schools. •By August 2026, CCR and Special Education will identify students on IEP and certificate of completion track for inclusion in work-based learning opportunities. •By August 2027, collaborate with workforce and labor partners to expand state-approved pre-apprenticeship programs and reduce participation barriers, resulting in 50% increase in additional students enrolled in pre-apprenticeship experiences. •By February 2027, use site-level enrollment data to more consistently identify students not yet engaged in college coursework, CTE, or pre-apprenticeship programs and implement targeted outreach strategies to increase enrollment in college coursework, CTE pathways, and pre-apprenticeship opportunities.

Sunnyside High School

- Expanded access to college-level coursework to increase postsecondary enrollment and success.
- Expanded access to high-quality work-based learning experiences to support students graduating career-ready.

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

FUSD

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College and Career Readiness Goal
College and Career Indicator

On Track (49% and above)	Off Track (48.9% and below)
School	**School**
Bullard (55.8%)	Fresno (41.7%)
Design Science (98.1%)	Hoover (46.7%)
Duncan (69.3%)	
Edison (63.9%)	
McLane (49.2%)	
Patino (80.5%)	
Roosevelt (50.9%)	
Sunnyside (62.4%)	

9th and 10th Grade Students with at Least 1 D or F at Semester

On-Track (48.9% and below)	Off-Track (49% and above)
School	**School**
Bullard (45.1%)	Fresno (68.4%)
Design Science (3.1%)	Hoover (52%)
Duncan (32.5%)	McLane (52.3%)
Edison (46.5%)	Roosevelt (60.6%)
Patino (34.8%)	
Sunnyside (47.7%)	

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 25, 2026

ACTION REQUESTED: Discuss

TITLE AND SUBJECT: Discuss the Local Control and Accountability Plan Mid-Year Report

ITEM DESCRIPTION: Included in the Board material for presentation and discussion is the Local Control and Accountability Plan (LCAP) Mid-Year Report

In accordance with Education Code 52062, school districts are required to present a report on the annual update to the Local Control and Accountability Plan (LCAP) and the Local Control Funding Formula (LCFF) budget overview for parents on or before February 28 of each year at a regularly scheduled meeting. The report shall include all available outcome data related to the metrics identified in the current year LCAP and all expenditure data by action.

The Office of State and Federal Programs collaborated with the Department of Analysis, Measurement, and Accountability and Fiscal Services to provide:

- All available mid-year outcome data related to metrics identified in the current LCAP
- All available mid-year expenditure and implementation data on all actions identified in the current LCAP

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

PREPARED BY: Executive Officer, Ashlee Chiarito, Ed.D.

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen

2025/26 LCAP Mid-Year Report Adopted Budget vs 1st Interim

Goal	LCAP Action	Action Description	Adopted Budget	1st Interim	$ Diff	% Diff	Status
1	1.01	LREBG	29,555,381	35,764,536	6,209,155	21.0%	In-Progress
1	1.02	Additional Teacher Supply Funds	4,214,920	4,061,200	(153,720)	-3.6%	In-Progress
1	1.03	Middle & High School Redesign	18,185,209	17,288,947	(896,262)	-4.9%	In-Progress
1	1.04	Eliminate Elementary Combination Classes	10,644,347	8,790,487	(1,853,860)	-17.4%	In-Progress
1	1.05	Instructional Supports and Instructional Coaches	29,714,477	26,259,831	(3,454,646)	-11.6%	In-Progress
1	1.06	Additional Teachers Above Base Staffing	33,394,678	37,374,260	3,979,582	11.9%	In-Progress
1	1.07	Additional School Site Administration above Base	13,583,991	12,376,852	(1,207,139)	-8.9%	In-Progress
1	1.08	African American Academic Acceleration	5,266,881	5,348,428	81,547	1.5%	In-Progress
1	1.09	African American Academic Acceleration - Targeted Support Services	-	-	-		In-Progress
1	1.10	Additional Supports for Libraries	1,286,750	1,183,806	(102,944)	-8.0%	In-Progress
1	1.11	BASE: Analysis, Measurement, and Accountability	5,370,305	5,557,415	187,110	3.5%	In-Progress
1	1.12	GATE (Gifted and Talented Education)/AP (Advanced Placement)/IB (International Baccalaureate)	6,207,381	5,662,574	(544,807)	-8.8%	In-Progress
1	1.13	Expand Alternative Education	2,355,501	2,358,177	2,676	0.1%	In-Progress
1	1.14	Maintain Additional Services for Phoenix Community Day School	6,159,105	6,212,527	53,422	0.9%	In-Progress
1	1.15	All teachers are teachers of English learner (EL) students	19,988,321	23,348,553	3,360,232	16.8%	In-Progress
1	1.16	BASE: After School Tutoring	77,627,519	79,986,852	2,359,333	3.0%	In-Progress
1	1.17	BASE: Extended Summer Learning	30,892,899	32,405,049	1,512,150	4.9%	In-Progress
1	1.18	Expansion of Dual Language Immersion Programs	1,408,470	1,384,934	(23,536)	-1.7%	In-Progress
1	1.19	BASE: Instruction	509,703,319	493,734,581	(15,968,738)	-3.1%	In-Progress
1	1.20	BASE: Professional Learning	50,450,028	44,429,454	(6,020,574)	-11.9%	In-Progress
1	1.21	BASE: Technology Access and Support	24,672,698	24,236,323	(436,375)	-1.8%	In-Progress
1	1.22	BASE: Early Learning	829,385	1,110,605	281,220	33.9%	In-Progress
1	1.23	High Quality School Site Health Services	20,782,799	19,978,232	(804,567)	-3.9%	In-Progress
1	1.24	Upgrading Access to Technology	4,275,111	4,232,021	(43,090)	-1.0%	In-Progress
1	1.25	Student Technology Access and Annual Refresh	15,445,001	14,898,082	(546,919)	-3.5%	In-Progress
	1.26	Regional Instructional Managers	2,848,786	2,693,816	(154,970)	-5.4%	In-Progress
	1.27	Early Interventions	3,585,930	3,585,930	-	0.0%	In-Progress
	1.28	Supports for Foster Youth / Project Access - Direct Technical Assistance	2,324,454	2,323,157	(1,297)	-0.1%	In-Progress
	1.29	Supports for Homeless Youth	2,537,713	2,397,663	(140,050)	-5.5%	In-Progress
	1.30	BASE: Special Education	253,513,045	256,380,419	2,867,374	1.1%	In-Progress

2025/26 LCAP Mid-Year Report Adopted Budget vs 1st Interim

Goal	LCAP Action	Action Description	Adopted Budget	1st Interim	$ Diff	% Diff	Status
Goal 1 Total			**1,186,824,404**	**1,175,364,711**			
2	2.01	Linked Learning, ROP, and CTE Pathway Development	27,946,235	21,095,545	(6,850,690)	-24.5%	In-Progress
2	2.02	CTE STEM PK-6 Kids Invent!	1,372,047	1,358,400	(13,647)	-1.0%	In-Progress
2	2.03	Men's and Women's Alliance	1,536,959	1,369,456	(167,503)	-10.9%	In-Progress
2	2.04	School Counselors & Resource Counseling Assistants	18,276,786	17,380,161	(896,625)	-4.9%	In-Progress
Goal 2 Total			**49,132,027**	**41,203,562**			
3	3.01	Increase School Allocations for Athletics	16,143,022	16,660,582	517,560	3.2%	In-Progress
3	3.02	District-Funded Educational Enrichment Trips	4,578,872	4,284,325	(294,547)	-6.4%	In-Progress
3	3.03	District Arts Collaborative Project	1,066,510	1,064,949	(1,561)	-0.1%	In-Progress
3	3.04	Increased Funding for Music	31,427,710	12,960,217	(18,467,493)	-58.8%	In-Progress
3	3.05	Student Peer Mentor Program	681,641	673,192	(8,449)	-1.2%	In-Progress
3	3.06	School Climate and Culture Expansion	9,277,672	9,274,252	(3,420)	0.0%	In-Progress
3	3.07	Restorative Practices / Relationship Centered Schools	3,985,197	3,821,584	(163,613)	-4.1%	In-Progress
3	3.08	BASE: Diversity, Equity, and Inclusion/Department of Prevention and Intervention	34,558,116	32,200,263	(2,357,853)	-6.8%	In-Progress
3	3.09	Campus Climate and Culture Teachers	1,518,321	1,518,321	-	0.0%	In-Progress
3	3.10	Family Engagement Hour Training	5,929,180	5,960,032	30,852	0.5%	In-Progress
3	3.11	Mental Health Supports	12,798,721	13,264,300	465,579	3.6%	In-Progress
3	3.12	Transportation Services	2,520,346	2,549,483	29,137	1.2%	In-Progress
3	3.13	Decrease Suspension Rate to Increase Attendance and Academic Success	-	-	-		In-Progress
3	3.14	Campus Safety Assistants	7,724,262	8,267,684	543,422	7.0%	In-Progress
3	3.15	Diversity, Equity, and Inclusion	2,854,358	2,827,320	(27,038)	-0.9%	In-Progress
Goal 3 Total			**135,063,928**	**115,326,504**			
	4.01	BASE: Recruitment, Selection and Retention of Human Capital	15,469,494	16,624,760	1,155,266	7.5%	In-Progress
Goal 4 Total			**15,469,494**	**16,624,760**			
	5.01	Parent Engagement Investments	4,111,814	4,946,307	834,493	20.3%	In-Progress
	5.02	Expanded Student, Parent and Community Communication	2,540,965	2,493,317	(47,648)	-1.9%	In-Progress
Goal 5 Total			**6,652,779**	**7,439,624**			

2025/26 LCAP Mid-Year Report Adopted Budget vs 1st Interim

Goal	LCAP Action	Action Description	Adopted Budget	1st Interim	$ Diff	% Diff	Status
6	6.01	School Site Allocations to be principally directed toward the needs of Low-income, Foster youth, and/or English learner students	24,699,334	23,544,251	(1,155,083)	-4.7%	In-Progress
6	6.02	BASE: Central Office Administration	8,098,855	7,831,027	(267,828)	-3.3%	In-Progress
6	6.03	BASE: Business and Financial Services	18,371,246	17,689,440	(681,806)	-3.7%	In-Progress
6	6.04	BASE: Operational Services	190,942,227	202,489,090	11,546,863	6.0%	In-Progress
6	6.05	BASE: Other Expenses	11,061,688	12,494,551	1,432,863	13.0%	In-Progress
6	6.06	One-time Recovery Resources	37,738,575	45,769,952	8,031,377	21.3%	In-Progress
6	6.07	School Site Allocations to be Prioritized by each School's Site Council to support the lowest-performing student groups in red on the CA Dashboard.	7,801,931	8,842,416	1,040,485	13.3%	In-Progress
Goal 6 Total			298,713,856	318,660,727			
7	7.01	Equity Multiplier - SBAC ELA	2,862,760	1,259,750	(1,603,010)	-56.0%	In-Progress
7	7.02	Equity Multiplier - SBAC Math	702,120	267,576	(434,544)	-61.9%	In-Progress
7	7.03	Equity Multiplier - English Language Progress Indicator	533,785	329,729	(204,056)	-38.2%	In-Progress
7	7.04	Equity Multiplier - Chronic Absenteeism	1,728,044	467,546	(1,260,498)	-72.9%	In-Progress
7	7.05	Equity Multiplier - Suspension	1,296,753	756,371	(540,382)	-41.7%	In-Progress
7	7.06	Equity Multiplier - Graduation	601,945	132,819	(469,126)	-77.9%	In-Progress
Goal 7 Total			7,725,407	3,213,791			
Grand Total			1,699,581,895	1,677,833,679	(21,748,216)	-1.3%	

LCAP Mid-Year Report - Available Student Outcome Data							
LCAP Indicator	**Goal**	**Student Group**	**Baseline**	**Year 1 Outcome**	**Year 2 Outcome**	**Desired Outcome**	**Status**
California Science Test	1	All Students	16.0%	16.8%	18.4%	21.1%	Completed
California Science Test	1	English Learner	1.6%	1.7%	0.8%	16.6%	Completed
California Science Test	1	Foster Youth	5.3%	6.7%	5.6%	20.3%	Completed
California Science Test	1	Long Term English Learner	0.7%	0.7%	1.4%	15.7%	Completed
California Science Test	1	Low-income	13.3%	14.4%	15.9%	28.3%	Completed
Distance from Standard on CAASPP - English Language Arts	1	All Students	-49.8	-47.1	-40.2	-4.8	Completed
Distance from Standard on CAASPP - English Language Arts	1	English Learner	-86.6	-82.1	-71.6	-41.6	Completed
Distance from Standard on CAASPP - English Language Arts	1	Foster Youth	-93.0	-89.3	-84.5	-48.0	Completed
Distance from Standard on CAASPP - English Language Arts	1	Homeless	-126.3	-107.1	-118.9	-81.3	Completed
Distance from Standard on CAASPP - English Language Arts	1	Low-income	-57.8	-54.9	-48.3	-12.8	Completed
Distance from Standard on CAASPP - English Language Arts	1	Students with Disabilities	-123.8	-123.1	-117.1	-78.8	Completed
Distance from Standard on CAASPP - Math	1	All Students	-80.6	-75.8	-71.0	35.6	Completed
Distance from Standard on CAASPP - Math	1	English Learner	-105.6	-99.8	-92.0	-60.6	Completed
Distance from Standard on CAASPP - Math	1	Foster Youth	-116.8	-119.2	-115.5	-71.8	Completed
Distance from Standard on CAASPP - Math	1	Homeless	-158.2	-137.7	-140.3	-113.2	Completed
Distance from Standard on CAASPP - Math	1	Low-income	-87.8	-82.7	-78.7	-42.8	Completed
Distance from Standard on CAASPP - Math	1	Students with Disabilities	-148.6	-141.7	-140.4	-103.6	Completed
Local English Language Arts (iReady) On or above grade level	1	All Students	31.6%	33.3%	33.9%	41.6%	Completed
Local English Language Arts (iReady) On or above grade level	1	English Learner	13.7%	17.9%	14.8%	23.7%	Completed
Local English Language Arts (iReady) On or above grade level	1	Foster Youth	20.9%	25.7%	24.6%	30.9%	Completed
Local English Language Arts (iReady) On or above grade level	1	Low-income	28.8%	30.0%	32.3%	38.8%	Completed
Local English Language Arts (iReady) Progress	1	All Students	45.2%	45.9%	45.6%	60.2%	Completed
Local English Language Arts (iReady) Progress	1	English Learner	41.5%	43.6%	42.7%	56.5%	Completed
Local English Language Arts (iReady) Progress	1	Foster Youth	41.9%	45.2%	39.8%	56.9%	Completed
Local English Language Arts (iReady) Progress	1	Low-income	45.0%	45.1%	45.1%	60.0%	Completed
Local Math (iReady) On or above grade level	1	All Students	21.2%	22.9%	22.9%	31.2%	Completed
Local Math (iReady) On or above grade level	1	English Learner	9.3%	13.8%	10.4%	19.3%	Completed
Local Math (iReady) On or above grade level	1	Foster Youth	10.1%	18.5%	13.3%	20.1%	Completed
Local Math (iReady) On or above grade level	1	Low-income	18.8%	19.9%	21.4%	28.8%	Completed
Local Math (iReady) Progress	1	All Students	45.9%	45.9%	45.5%	60.9%	Completed
Local Math (iReady) Progress	1	English Learner	47.2%	48.2%	47.3%	62.2%	Completed
Local Math (iReady) Progress	1	Foster Youth	40.9%	48.5%	41.8%	55.9%	Completed

LCAP Mid-Year Report - Available Student Outcome Data							
LCAP Indicator	**Goal**	**Student Group**	**Baseline**	**Year 1 Outcome**	**Year 2 Outcome**	**Desired Outcome**	**Status**
Local Math (iReady) Progress	1	Low-income	46.0%	45.7%	45.3%	61.0%	Completed
Percent of current English Learner students making progress towards English language proficiency or maintaining the highest level - ELPI	1	English Learner	46.8%	40.2%	43.9%	52.8%	Completed
Percent of students having access to instructional materials	1	All Students	100.0%	100.0%	100.0%	100.0%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - ELA	1	All Students	55.6%	55.9%	57.2%	70.6%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - ELA	1	English Learner	7.5%	7.3%	8.0%	22.5%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - ELA	1	Foster Youth	22.5%	25.3%	24.9%	37.5%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - ELA	1	Long Term English Learner	7.1%	8.8%	10.0%	22.1%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - ELA	1	Low-income	45.8%	46.9%	48.5%	60.8%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - Math	1	All Students	28.0%	28.5%	30.9%	43.0%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - Math	1	English Learner	2.5%	3.1%	5.4%	17.5%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - Math	1	Foster Youth	3.9%	6.0%	6.9%	18.9%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - Math	1	Long Term English Learner	0.8%	1.8%	3.6%	15.8%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - Math	1	Low-income	17.0%	18.2%	20.9%	32.0%	Completed
A-G Completion Rates	2	All Students	51.0%	53.4%	52.2%	57.0%	Completed
A-G Completion Rates	2	English Learner	32.3%	33.7%	34.3%	38.3%	Completed
A-G Completion Rates	2	Foster Youth	34.5%	37.7%	26.2%	40.5%	Completed
A-G Completion Rates	2	Low-income	48.4%	51.2%	50.4%	54.4%	Completed
A-G Completion Rates	2	Low-income & African American	37.5%	42.6%	38.5%	43.5%	Completed

LCAP Mid-Year Report - Available Student Outcome Data							
LCAP Indicator	**Goal**	**Student Group**	**Baseline**	**Year 1 Outcome**	**Year 2 Outcome**	**Desired Outcome**	**Status**
Broad Course of Study	2	All Students	100.0%	100.0%	100.0%	100.0%	Completed
Percent of Seniors who are "Prepared"on the College & Career Indicator	2	All Students	40.2%	43.1%	50.3%	46.2%	Completed
Percent of Seniors who are "Prepared"on the College & Career Indicator	2	English Learner	21.3%	17.6%	27.2%	27.3%	Completed
Percent of Seniors who are "Prepared"on the College & Career Indicator	2	Foster Youth	17.3%	17.0%	21.5%	23.3%	Completed
Percent of Seniors who are "Prepared"on the College & Career Indicator	2	Low-income	38.0%	41.0%	48.6%	44.0%	Completed
Percent of Seniors who are "Prepared"on the College & Career Indicator	2	Students with Disabilities	8.5%	11.3%	14.5%	35.5%	Completed
Rate of graduates who completed a CTE capstone sequence	2	All Students	32.7%	35.6%	34.8%	38.7%	Completed
Rate of graduates who completed a CTE capstone sequence	2	English Learner	20.4%	13.1%	19.9%	26.4%	Completed
Rate of graduates who completed a CTE capstone sequence	2	Foster Youth	29.4%	15.4%	29.4%	35.4%	Completed
Rate of graduates who completed a CTE capstone sequence	2	Low-income	32.0%	34.9%	35.2%	38.0%	Completed
Rate of students who have completed both A-G requirements and completed CTE capstone courses	2	All Students	19.1%	20.8%	21.3%	24.1%	Completed
Rate of students who have completed both A-G requirements and completed CTE capstone courses	2	English Learner	10.5%	8.6%	11.2%	16.5%	Completed
Rate of students who have completed both A-G requirements and completed CTE capstone courses	2	Foster Youth	7.1%	5.1%	7.3%	13.1%	Completed
Rate of students who have completed both A-G requirements and completed CTE capstone courses	2	Low-income	18.3%	19.9%	21.0%	24.3%	Completed
Rate of students who passed Advanced Placement exams with a score of 3 or higher	2	All Students	37.9%	40.6%	46.6%	43.9%	Completed
Rate of students who passed Advanced Placement exams with a score of 3 or higher	2	English Learner	35.2%	41.8%	38.8%	41.2%	Completed
Rate of students who passed Advanced Placement exams with a score of 3 or higher	2	Foster Youth	50.0%	50.0%	30.8%	56.0%	Completed
Rate of students who passed Advanced Placement exams with a score of 3 or higher	2	Low-income	34.3%	39.0%	42.6%	40.3%	Completed
Student Graduation Rate	2	All Students	85.8%	86.2%	90.8%	88.8%	Completed
Student Graduation Rate	2	English Learner	78.0%	75.2%	83.7%	81.0%	Completed
Student Graduation Rate	2	Foster Youth	61.2%	70.9%	78.0%	76.2%	Completed
Student Graduation Rate	2	Foster Youth & African American	60.0%	63.6%	58.3%	75.0%	Completed
Student Graduation Rate	2	Long Term English Learner	82.7%	79.1%	88.3%	85.7%	Completed
Student Graduation Rate	2	Low-income	85.1%	85.7%	90.7%	88.1%	Completed

LCAP Mid-Year Report - Available Student Outcome Data							
LCAP Indicator	**Goal**	**Student Group**	**Baseline**	**Year 1 Outcome**	**Year 2 Outcome**	**Desired Outcome**	**Status**
Student Graduation Rate	2	Low-income & African American	80.5%	79.8%	88.2%	83.5%	Completed
Student Graduation Rate	2	Students with Disabilities	67.3%	67.9%	73.0%	82.3%	Completed
Student High School Dropout Rate	2	All Students	8.2%	11.8%	6.0%	6.8%	Completed
Student High School Dropout Rate	2	English Learner	12.8%	22.7%	10.9%	11.3%	Completed
Student High School Dropout Rate	2	Foster Youth	25.0%	26.3%	20.3%	23.5%	Completed
Student High School Dropout Rate	2	Low-income	8.5%	12.1%	6.1%	7.0%	Completed
Facilities are properly maintained	3	All Students	100.0%	100.0%	100.0%	100.0%	Completed
Rate of parents, students and staff report of positive sense of safety and connectedness (Connection)	3	All Students	80.4%	81.5%	82.0%	Students: 85.0%	Completed
Rate of parents, students and staff report of positive sense of safety and connectedness (Connection)	3	All Students	92.5%	94.0%	87.0%	Staff: 95.0%	Completed
Rate of parents, students and staff report of positive sense of safety and connectedness (Connection)	3	All Students	90.3%	91.0%	96.0%	Family: 95.0%	Completed
Rate of parents, students and staff report of positive sense of safety and connectedness (Safety)	3	All Students	72.7%	72.5%	76.5%	Students: 75.0%	Completed
Rate of parents, students and staff report of positive sense of safety and connectedness (Safety)	3	All Students	89.3%	89.0%	87.0%	Staff: 95.0%	Completed
Rate of parents, students and staff report of positive sense of safety and connectedness (Safety)	3	All Students	91.7%	93.0%	96.0%	Family: 95.0%	Completed
Student attendance rate	3	All Students	90.1%	91.0%	91.0%	91.6%	Completed
Student attendance rate	3	English Learner	91.6%	92.0%	93.0%	93.1%	Completed
Student attendance rate	3	Foster Youth	89.5%	90.0%	88.0%	91.0%	Completed
Student attendance rate	3	Low-income	89.9%	91.0%	91.0%	91.4%	Completed
Student Chronic Absenteeism rate	3	All Students	34.7%	30.3%	29.4%	25.7%	Completed
Student Chronic Absenteeism rate	3	English Learner	27.2%	23.1%	22.0%	18.2%	Completed
Student Chronic Absenteeism rate	3	Foster Youth	35.0%	37.8%	37.1%	29.0%	Completed
Student Chronic Absenteeism rate	3	Foster Youth & African American	34.2%	37.8%	33.3%	25.2%	Completed
Student Chronic Absenteeism rate	3	Homeless	74.9%	74.2%	71.3%	35.9%	Completed
Student Chronic Absenteeism rate	3	Low-income	36.5%	32.1%	31.3%	27.5%	Completed
Student Chronic Absenteeism rate	3	Low-income & African American	46.3%	43.0%	42.3%	37.3%	Completed
Student Chronic Absenteeism rate	3	Students with Disabilities	42.4%	37.1%	36.4%	33.4%	Completed
Student Expulsion Rate	3	All Students	0.24%	0.13%	0.17%	<1%	Completed
Student Expulsion Rate	3	English Learner	0.18%	0.10%	0.13%	<1%	Completed
Student Expulsion Rate	3	Foster Youth	0.52%	0.51%	0.79%	<1%	Completed
Student Expulsion Rate	3	Low-income	0.26%	0.14%	0.19%	<1%	Completed
Student Expulsion Rate	3	Low-income & African American	0.64%	0.41%	0.64%	<1%	Completed
Suspension Rate	3	All Students	7.3%	6.6%	5.9%	6.4%	Completed
Suspension Rate	3	English Learner	5.1%	4.9%	4.5%	4.2%	Completed

LCAP Mid-Year Report - Available Student Outcome Data							
LCAP Indicator	**Goal**	**Student Group**	**Baseline**	**Year 1 Outcome**	**Year 2 Outcome**	**Desired Outcome**	**Status**
Suspension Rate	3	Foster Youth	21.5%	22.1%	19.7%	18.0%	Completed
Suspension Rate	3	Foster Youth & African American	31.4%	33.8%	27.8%	27.5%	Completed
Suspension Rate	3	Homeless	15.8%	14.7%	14.1%	12.2%	Completed
Suspension Rate	3	Low-income	7.8%	7.0%	6.4%	6.9%	Completed
Suspension Rate	3	Low-income & African American	17.3%	17.1%	16.0%	12.8%	Completed
Suspension Rate	3	Students with Disabilities	10.6%	9.8%	9.0%	9.7%	Completed
Rate of teachers appropriately credentialed in the area taught	4	All Students	93.9%	99.9%	99.9%	99.5%	Completed
Implementation of standards for all students and enable Els access to CCSS and ELD standards	1	English Learner	Level 4	Level 4	TBD	Level 4	In-Progress
TK FSA - Language and Literacy Mastery	1	All Students	2.4%	2.2%	TBD	12.4%	In-Progress
TK FSA - Language and Literacy Mastery	1	Foster Youth	1.3%	1.3%	TBD	11.3%	In-Progress
TK FSA - Language and Literacy Mastery	1	Low-income	1.9%	2.0%	TBD	11.9%	In-Progress
TK FSA - Mathematics Mastery	1	All Students	2.7%	2.0%	TBD	12.7%	In-Progress
TK FSA - Mathematics Mastery	1	Foster Youth	0.1%	1.3%	TBD	10.0%	In-Progress
TK FSA - Mathematics Mastery	1	Low-income	2.0%	1.7%	TBD	12.0%	In-Progress
TK FSA - Social and Emotional Development Mastery	1	All Students	4.0%	3.6%	TBD	14.0%	In-Progress
TK FSA - Social and Emotional Development Mastery	1	Foster Youth	1.3%	2.7%	TBD	11.3%	In-Progress
TK FSA - Social and Emotional Development Mastery	1	Low-income	3.6%	3.5%	TBD	13.6%	In-Progress
Student middle school dropout rate	2	All Students	0.65%	0.10%	TBD	<1%	In-Progress
Student middle school dropout rate	2	English Learner	0.42%	0.52%	TBD	<1%	In-Progress
Student middle school dropout rate	2	Foster Youth	0.61%	0.00%	TBD	<1%	In-Progress
Student middle school dropout rate	2	Low-income	0.65%	0.84%	TBD	<1%	In-Progress
Percent of students who have participated in at least one arts, activities, or athletics event - Broad Course of Study	3	All Students	47.5%	42.6%	TBD	62.5%	In-Progress
Percent of students who have participated in at least one arts, activities, or athletics event - Broad Course of Study	3	English Learner	37.3%	31.5%	TBD	52.3%	In-Progress
Percent of students who have participated in at least one arts, activities, or athletics event - Broad Course of Study	3	Foster Youth	45.0%	41.6%	TBD	60.0%	In-Progress
Percent of students who have participated in at least one arts, activities, or athletics event - Broad Course of Study	3	Low-income	46.5%	41.4%	TBD	61.5%	In-Progress
Seek parent input & promote parental participation in programs for low-income, foster youth, and English learner students and students with exceptional needs	5	All Students	Level 4	Level 5	TBD	Level 5	In-Progress

Local Control and Accountability Plan (LCAP) Mid-Year Update

Fresno Unified School District
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WHAT WE WILL COVER

- LCAP Timeline
- Purpose of the Mid-Year Report
- Mid-year Metric And Expenditure Implementation Data
- LCAP Documents and Resources
- Next Steps

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LCAP PLANNING AND ENGAGEMENT TIMELINE

Key Point:

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

JULY - AUGUST

- Plan to engage educational partners

SEPTEMBER - JANUARY

- Collect community feedback
- Begin LCAP Family Focus Groups
- Climate and Culture Survey
- Districtwide Community Meeting

FEBRUARY

- Present mid-year update to Board of Education
- Write the LCAP draft
- LCAP Family Focus Groups

MARCH - APRIL

- Receive Input on the Draft
- Update and revise the Draft
- LCAP Family Focus Groups

MAY - JUNE

- Feedback from PAC and DELAC
- LCAP Public hearing
- BOE approves LCAP/Budget

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PURPOSE OF THE MID-YEAR REPORT

- **Senate Bill 114 (2023)** added a requirement for LEAs to present a report on the annual update to the Local Control and Accountability Plan (LCAP) and Budget Overview for Parents (BOP) on or before February 28 each year at a regularly scheduled meeting of the governing board or body of the LEA

- **The report must include the following:**
  - All available midyear outcome data related to metrics identified in the current LCAP; and,
  - All available midyear expenditure and implementation data on all actions identified in the current LCAP

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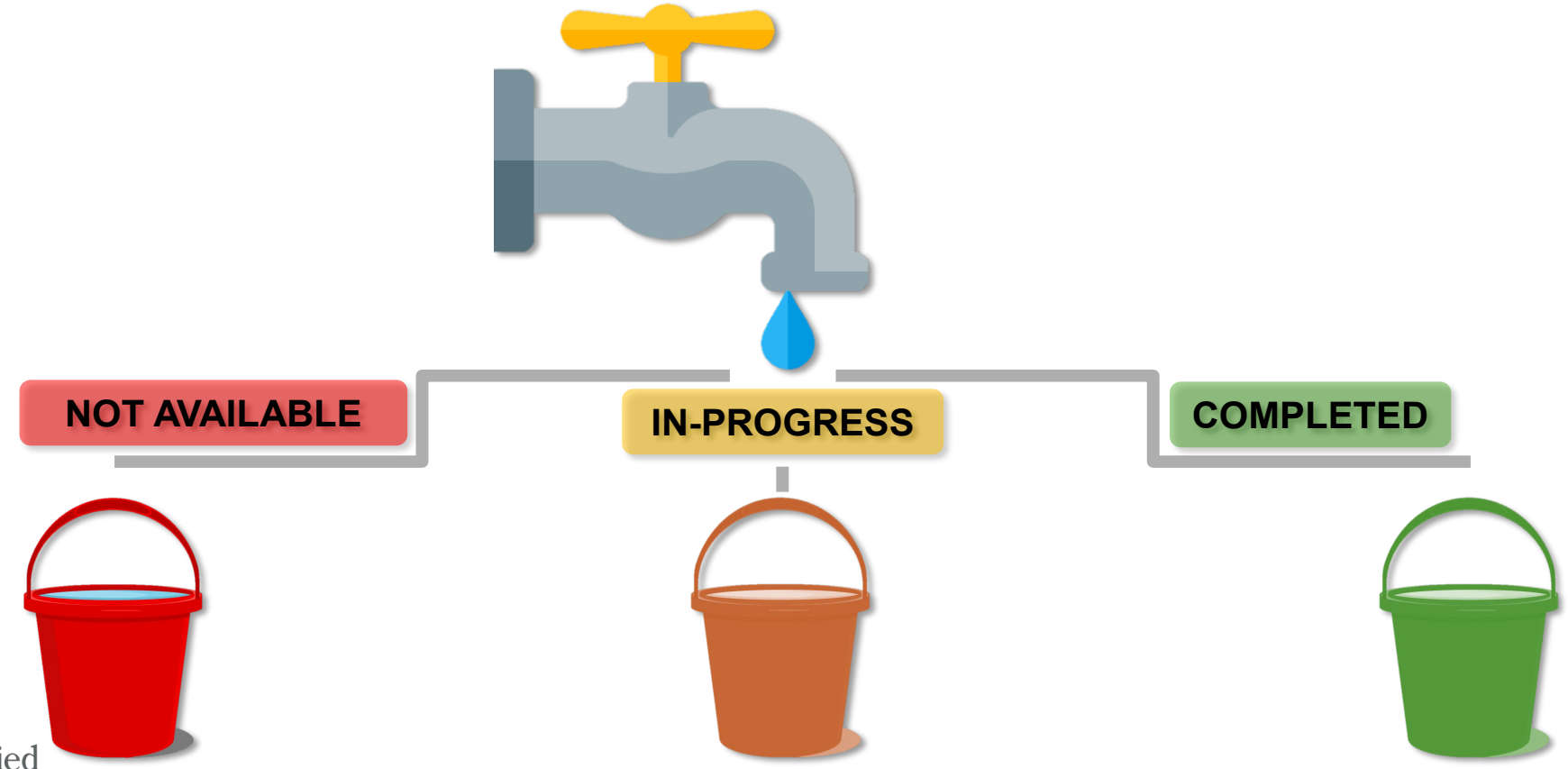
MID-YEAR METRIC IMPLEMENTATION DATA



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MID-YEAR METRIC IMPLEMENTATION DATA

LCAP INDICATOR	GOAL	STUDENT GROUP	BASELINE	YEAR 1 OUTCOME	YEAR 2 OUTCOME	DESIRED OUTCOME	STATUS
Access to Instructional Materials	1	All Students	100%	100%	100%	100%	Completed
California Science Test	1	All Students	16.0%	16.8%	18.4%	21.1%	Completed
Distance from Standard on CAASPP – English Language Arts	1	All Students	-49.8	-47.1	-40.2	-4.8	Completed
Distance from Standard ON CAASPP – Math	1	All Students	-80.6	-75.8	-71.0	35.6	Completed
i-Ready ELA D2 (On Level)	1	All Students	31.6%	33.3%	33.9%	41.6%	Completed
i-Ready ELA D2 (Stretch)	1	All Students	45.2%	45.9%	45.6%	60.2%	Completed
i-Ready Math D2 (On Level)	1	All Students	21.2%	22.9%	22.9%	31.2%	Completed
i-Ready Math D2 (Stretch)	1	All Students	45.9%	45.9%	45.5%	60.9%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC – ELA	1	All Students	55.6%	55.9%	57.2%	70.6%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC – Math	1	All Students	28.0%	28.5%	30.9%	43.0%	Completed

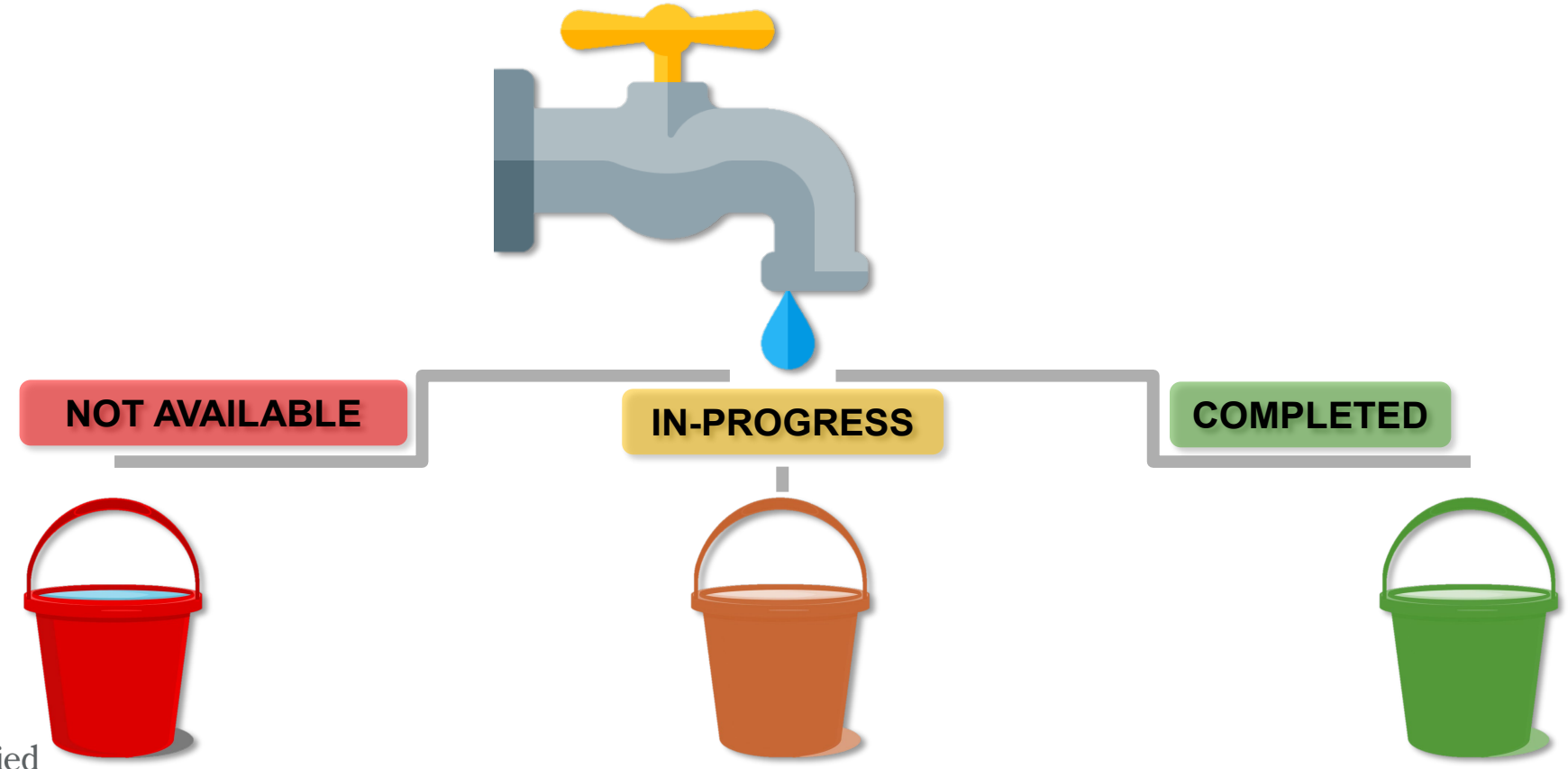
MID-YEAR METRIC IMPLEMENTATION DATA

LCAP INDICATOR	GOAL	STUDENT GROUP	BASELINE	YEAR 1 OUTCOME	YEAR 2 OUTCOME	DESIRED OUTCOME	STATUS
A-G Completion Rates	2	All Students	51.0%	53.4%	52.2%	57.0%	Completed
Broad Course of Study	2	All Students	100%	100%	100%	100%	Completed
Percent of Seniors who are "Prepared "on the College & Career Indicator	2	All Students	40.2%	43.1%	50.3%	46.2%	Completed
Student Graduation Rate	2	All Students	85.8%	86.2%	90.8%	88.8%	Completed
Student High School Dropout Rate	2	All Students	8.2%	11.8%	6.0%	6.8%	Completed
FIT	3	All Schools	100%	100%	100%	100%	Completed
Student Attendance Rate	3	All Students	90.1%	91.0%	91.0%	91.6%	Completed
Student Chronic Absenteeism rate	3	All Students	34.7%	30.3%	29.4%	25.7%	Completed
Student Expulsion Rate	3	All Students	0.24%	0.13%	0.17%	<1%	Completed
Suspension Rate	3	All Students	7.3%	6.6%	5.9%	6.4%	Completed
Appropriately Assigned	4	All Schools	93.9%	99.9%	99.9%	99.5%	Completed
Survey, Student Engagement (Connection)	5	All Students	80.4%	81.5%	82.0%	85.0%	Completed
Survey, School Environment (Safety)	5	All Students	72.7%	72.5%	76.5%	75.0%	Completed

MID-YEAR METRIC IMPLEMENTATION DATA (CONTINUED)

LCAP INDICATOR	GOAL	STUDENT GROUP	BASELINE	YEAR 1 OUTCOME	YEAR 2 OUTCOME	DESIRED OUTCOME	STATUS
Student Engagement	3	All Students	47.5%	42.6%	TBD	62.5%	In-Progress
Parental Involvement and Engagement	5	All Schools	Level 4	Level 5	TBD	Level 5	In-Progress
TK FSA - Mathematics Mastery	1	All Students	2.7%	2.0%	TBD	12.7%	In-Progress
TK FSA – Language and Literacy Mastery	1	All Students	2.4%	2.2%	TBD	12.4%	In-Progress
TK FSA - Social and Emotional Development Mastery	1	All Students	4.0%	3.6%	TBD	14.0%	In-Progress

MID-YEAR EXPENDITURE DATA



Fresno Unified School District
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MID-YEAR EXPENDITURE DATA

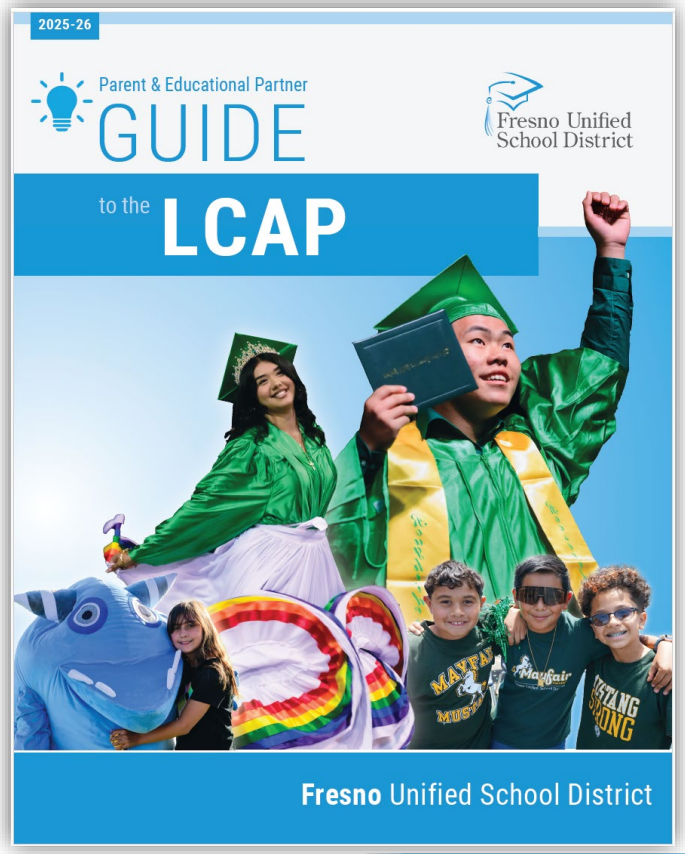
GOAL #	GOAL DESCRIPTION	ADOPTED BUDGET	BUDGET 1st INTERIM	STATUS
1	Improve academic performance at challenging levels	$1,186,824,404	$1,175,364,711	In-Progress
2	Expand student-centered and real-world learning experiences	$49,132,027	$41,203,562	In-Progress
3	Increase student engagement in their school and community	$135,063,928	$115,326,504	In-Progress
4	Increase recruitment and retention of staff reflecting the diversity of our community	$15,469,494	$16,624,760	In-Progress
5	Increase inclusive opportunities for families to engage in their students' education	$6,652,779	$7,439,624	In-Progress
6	Contributes to all Fresno Unified School District Goals	$298,713,856	$318,660,727	In-Progress
7	Equity Multiplier Focus Goal	$7,725,407	$3,213,791	In-Progress

LCAP DOCUMENTS AND RESOURCES

- **A complete copy of the approved 2025/26 LCAP**
- **LCAP Survey Reports**
- **LCAP Presentations Materials**
- **2025/26 LCAP Parent and Educational Partner Guide**
- **Prior Year LCAPs**

To view all documents please visit:

https://stafed.fresnounified.org/lcap/



NEXT STEPS

- Draft LCAP
- Governor's May Revise
- Education Partner Input on the Draft LCAP
- LCAP Public Hearing
- LCAP Adoption

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: DISCUSS AND APPROVE

TITLE AND SUBJECT: Hold a Public Hearing and Approve School of Unlimited Learning Charter Renewal Petition and ADOPT Resolution No. 26-50, Certifying Approval of the Renewal Petition

ITEM DESCRIPTION: Included in the Board material is a copy of the School of Unlimited Learning (SOUL) charter renewal petition. SOUL is a free public charter high school located at 2336 Calaveras St. in Fresno, California. SOUL's charter was approved by the Fresno Unified School District on March 26, 1998, to provide educational opportunities for students in grades nine through twelve to approximately 205 students. The mission of SOUL is to provide comprehensive learning experiences in a flexible format; thereby creating an environment that empowers students to obtain the skills, knowledge and motivation to become self-directed, life-long learners maturing towards self-sufficiency. Included in the Report of Factual Findings is the Fresno Unified School District staff recommendation regarding the charter renewal petition.

The School of Unlimited Learning charter petition was submitted to Fresno Unified School District on December 01, 2025, and a Public Hearing was held at the January 14, 2026, Board Meeting. The staff's analysis was published on February 10, 2026, recommending the approval of the School of Unlimited Learning Charter Renewal for three years beginning July 01, 2026, through June 30, 2029.

Charter school petition renewals are governed by the California Education Code (EC) Section 47607.

FINANCIAL SUMMARY: The estimated fiscal impact to Fresno Unified School District based on the renewal has decreased from $2.6 million to $2 million in 2026/27, with projected impacts of $2.1 million in 2027/28 and $2.2 million in 2028/29.

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Chief Academic Officer, Carlos Castillo, Ed.D. Carlos Castillo (Feb 5, 2026 23:31 PST)

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

RESOLUTION No. 26-50

Approve the School of Unlimited Learning Charter Renewal Petition for a Term of July 1, 2026, Through June 30, 2029

WHEREAS, the California Legislature has charged local school boards with reviewing and acting on petitions for establishment of charter schools and requests for renewals of charters that the school board has authorized; and

WHEREAS, the School of Unlimited Learning, governed and operated by Fresno Economic Opportunities Commission, a California nonprofit public benefit corporation (referred to herein individually, collectively, and interchangeably as "Charter School"), is a charter school authorized by the Fresno Unified School District ("District") and its current charter term runs through and including June 30, 2026; and

WHEREAS, on December 10, 2025, Charter School submitted to the District a petition requesting renewal of its charter ("Charter"); and

WHEREAS, as specified in Education Code Section 47607(b), charter school renewals are governed by the standards and criteria in Education Code Section 47605. Pursuant to Education Code Section 47607(c), a charter school's performance on state and local indicators is an "additional criterion for determining whether to grant a charter renewal." For this purpose, charter schools are divided into high, middle, and low performance categories, plus Dashboard alternative status schools ("DASS"), based on criteria set forth in Education Code Sections 47607 and 47607.2; and

WHEREAS, the Charter School is a DASS school. As such, in accordance with the requirements of Education Code Section 47607(c)(7), the District and the Charter School met to mutually discuss and agree on the appropriate alternative metrics applicable to the Charter School based on the pupil population it serves, and the District informed the Charter School of the applicable metrics to be considered as part of its request for renewal; and

WHEREAS, in accordance with Education Code Sections 47605 and 47607, the District Governing Board held a public hearing on the provisions of the renewal Charter on January 14, 2026, at which time the District Board considered the level of support for the Charter by teachers employed by the District, other employees of the District, and parents; and

DRAFT

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WHEREAS, District Staff reviewed and analyzed the renewal Charter, and during its review and analysis of the renewal Charter, District Staff noted several items in need of clarification or correction, and the Charter School made revisions and submitted an updated version of the renewal Charter incorporating such clarifications and corrections. It is that updated version of the renewal Charter, attached hereto as Exhibit "A," on which the District Governing Board is acting; and

WHEREAS, and the District published all the District Staff's recommendations and recommended findings in the form of a written staff analysis, staff recommendations and recommended findings ("Staff Analysis," attached hereto as Exhibit "B" and incorporated herein by this reference) and a proposed version of this Resolution No. 26-50 at least 15 days prior to the District Board's action on the renewal request; and

WHEREAS, the District Board has taken into consideration the information and documents submitted, including the renewal Charter, statements and information presented at the public hearing, Dashboard performance, the applicable alternative metrics, and the Staff Analysis; and

WHEREAS, the District Board reviewed and deliberated on the renewal Charter, pursuant to the standards and procedures set forth in California Education Code Sections 47605 and 47607; and

WHEREAS, as detailed in the Staff Analysis, the District Staff recommends the Governing Board grant the Charter Renewal for a term of three years.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED: the Governing Board finds the above listed recitals to be true and correct and incorporates them herein by this reference.

BE IT FURTHER RESOLVED AND ORDERED: the Governing Board hereby adopts and incorporates herein by this reference as though set forth in full herein the written Staff Analysis including any factual findings and specific facts supporting those findings as contained in the Staff Analysis.

BE IT FURTHER RESOLVED AND ORDERED that the District Governing Board hereby approves the Charter for the renewal of School of Unlimited Learning for a period of three years, commencing on July 1, 2026, and continuing through and including June 30, 2029.

DRAFT

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Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

ADOPTED this February 25, 2026, by the Board of Education of Fresno Unified School District, by the following vote:

AYES: ____
NOES: ____
ABSENT: ____

_____ _____
Genoveva Islas, Board President Mao Misty Her, Superintendent

DRAFT

Fresno **Economic Opportunities Commission**

SCHOOL OF UNLIMITED LEARNING

DESIGNATED AS A
DASHBOARD ALTERNATIVE STATUS SCHOOL
BY THE CALIFORNIA DEPARTMENT OF EDUCATION

CHARTER RENEWAL PETITION

July 1, 2026 – June 30, 2031
Submission Approved by School of Unlimited Learning's
Board of Commissioners November 17,2025
Submitted to:

Fresno Unified School District
Date Submitted: December 1, 2025

TABLE OF CONTENTS

Letter of Intent 4
Affirmations and Declaration 5
Introduction 8
Charter Renewal Criteria 12
Element A: Educational Program 26
Vision and Purpose 26
Mission Statement 26
Targeted Student Population 26
Enrollment Projections 28
Community Need 28
What Does it Mean to Be An Educated Person in the 21st Century 29
How Learning Best Occurs 30
Personalized Learning Program 31
Classroom-Based Program 33
Hybrid Program 33
Curriculum 33
Scope and Sequence 35
Instruction 36
Use of Student Data to Support Teachers 37
Lexile Levels as an Intervention Tool 38
Targeted Strategies Across all Subject Areas 38
Other Methods of Instructional Delivery 39
Graduation Requirements 43
Serving All Students 44
School Connectedness & Special Support Services 45
Student Study Team 48
Students Achieving Below Grade Level 49
Students Achieving Above Grade Level 49
Section 504 of the Rehabilitation Act 50
Serving Students with Disabilities 50
Serving English Learners 54
Additional Information Regarding English Learners 58
Personalized Learning Program Attendance Expectations and Requirements 61
Notice to Parents of Student Transferability 62
Professional Development 62
Charter School Goals, Measurable Outcomes, and Methods of Measurement 63
Element B: Measurable Pupil Outcomes 64
Element C: Methods of Measurement 66
Methods of Assessment 66
Summary of Methods of Measurement 66
Reporting and Use Of Data 68
Element D: Governance and Parental Involvement 69
Board Responsibilities 70
Governing Council 71

The Principal 72
Parent Involvement 74
Parent Involvement Opportunities 75
Parent Communication 75
Element E: Employee Qualifications 77
Element F: Health and Safety Procedures 86
Element G: Student Population Balance 96
Element H: Admission Policies and Procedures 98
Element I: Annual Independent Financial Audit 102
Element J: Suspension and Expulsion Procedures 103
Element K: Staff Retirement System 125
Element L: Attendance Alternatives 126
Element M: Employee Return Rights 127
Element N: Dispute Resolution Process 128
Element O: Procedures for School Closure 131
Miscellaneous Provisions 135
Financial Planning, Reporting, and Accountability 135
Potential Civil Liability Effects 135
Facilities 136
Administrative Services 137
Insurance 138
Transportation 138
Special Education Information 139
Conclusion 143
Appendices
1. Multi-Year Financial Projections
2. SOUL Organization Chart
3. Articles of Incorporation
4. Bylaws
   a. Fresno EOC Bylaws
   b. Governing Council Bylaws
5. 2025-26 Academic Calendar
6. Lease Agreement
7. Governing Council Member Forms and Resumes
8. 2025-26 LCAP
9. Safety Plan
10. FUSD Intent to Submit a Renewal Charter Petition
11. FUSD Academic Performance Framework
12. FUSD Charter Petition Requirements Checklist
13. FUSD Facilities and Future Plans
14. Governing Council Evaluation
15. 2025-26 Bell Schedule
16. Certification of Complete Charter Petition (included with electronic submission only)
17. SOUL Independent Study Policies and Procedures
18. SOUL Independent Study Master Agreement
19. SOUL High School Graduation Requirements

20. Proof of Insurance
21. Budget Narrative
22. Multilingual Learner Master Plan

LETTER OF INTENT

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

RE: Formal Application for Charter Renewal for the School of Unlimited Learning

Dear Members of the Fresno Unified School District Board of Education:

As the Lead Petitioner for the School of Unlimited Learning ("SOUL"), I hereby submit the renewal charter petition to the Fresno Unified School District Board of Education for SOUL, for the term of July 1, 2026, through and including June 30, 2031.

SOUL is honored by the opportunity to apply for the renewal of a charter school that will continue to serve families in Fresno, and is eager to work with the Fresno Unified School District to provide the best possible educational opportunities for all students.

SOUL looks forward to working with the Fresno Unified School District Governing Board and Fresno Unified School District superintendent and staff during the charter renewal process. To this end, SOUL pledges to work cooperatively, to answer any questions regarding this renewal charter petition and to present the Fresno Unified School District with the strongest possible proposal for a five-year charter term.

Please do not hesitate to contact SOUL at any time, should you have any questions or concerns.

Sincerely,

Steven Lewis (Nov 24, 2025 11:49:31 MST)

Dr. Dion Varnado (Nov 24, 2025 10:32:06 PST)

Steven Lewis
Lead Petitioner
Chief Executive Officer
Fresno Economic Opportunities Commission
1920 Mariposa Street, Suite 300
Fresno, CA 93721

Dion Varnado, Ed.D.
Chief Academic Officer/Principal
School of Unlimited Learning
2336 Calaveras Street
Fresno, CA 93721
dion.varnado@fresnoeoc.org

AFFIRMATIONS AND DECLARATION

The School of Unlimited Learning ("SOUL" or the "Charter School") hereby certifies that the information submitted in this renewal charter petition ("Petition") for the renewal of the term of SOUL, located at 2336 Calaveras Street, Fresno, CA 93721, within the boundaries of the Fresno Unified School District ("FUSD" or the "District"), is true to the best knowledge and belief of SOUL. The Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(d)(1)]

- The Fresno Economic Opportunities Commission declares that it shall be deemed the exclusive public school employer of all employees of the Charter School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(c)(6)]

- The Charter School shall be non-sectarian in its programs, admission policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)]

- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(e)(1)]

- The Charter School shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2) and Education Code Section 51747.3, admission to the Charter School shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the state. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(e)(2)(C). [Ref. Education Code Section 47605(e)(2)(A)-(C)]

- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(e)(1)]

- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), Title II of the Americans with Disabilities Act of 1990 ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA").

- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]

- The Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing ("CTC") certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. [Ref. Education Code Section 47605(l)(1)

- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.

- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).

- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(e)(3)]

- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]

- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the

California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]

- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]

- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(d)]

- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]

- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]

- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").

- The Charter School shall comply with the California Public Records Act, Government Code Section 7920.000, *et seq.* ("CPRA").

- The Charter School shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232g, 34 CFR Part 99 ("FERPA").

- The Charter School shall comply with the Ralph M. Brown Act, Government Code Section 54950, *et seq.* ("Brown Act")

- The Charter School shall comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1 ("Section 1090").

- The Charter School shall comply with the Political Reform Act, Government Code Section 81000, *et seq.* ("PRA").

- The Charter School shall comply with Education Code Section 51745, et seq. related to independent study, as applicable.

- The Charter School shall meet or exceed the legally required minimum number of school days [Ref. Title 5 California Code of Regulations Section 11960]

Signature: Dion Varnado, SOUL Chief Academic Officer/Principal

12-1-25
Date

INTRODUCTION

Established in 1998, the School of Unlimited Learning was Fresno's first charter high school. Operated by the Fresno Economic Opportunities Commission ("Fresno EOC"), SOUL has provided a unique educational alternative for more than 25 years to thousands of high school students, including many who experienced challenges in their educational experience, lower than desired academic achievement, and were not benefitting from the academic program or support services in the traditional high school setting.

SOUL's clearly defined mission is "to provide holistic learning experiences in a flexible format, thereby creating an environment that empowers students to obtain the skills, knowledge, and motivation to become self-directed, life-long learners maturing towards self-sufficiency." SOUL addresses the needs of its students through a myriad of individualized academic strategies as well as case management, college and career guidance, opportunities for increased school connectedness, and a focus on improved attendance and behavior.

SOUL has provided a well-defined vision and focus for increased student achievement. SOUL's approach of continuous program improvement starts with analyzing data to determine what is and is not working in regard to improving student outcomes. SOUL provides annual staff training to assist teachers in delivering a relevant, standards-based curriculum and instructional resources, as well as focusing on using practices that engage all students. Through its professional development efforts, SOUL has refined its commitment to instructional effectiveness by assisting teachers to better meet student academic needs.

All students attending SOUL receive the extra, individual attention they need to succeed. Since 2007, SOUL has been classified using the alternative accountability framework in California. Currently SOUL qualifies for Dashboard Alternative School Status ("DASS") - a status described in more detail later in this Petition - in recognition of the challenges faced by the student population served by the Charter School. Students achieving on and above grade level have also chosen SOUL when in need of more holistic social services.

The identification as a DASS program is key to understanding SOUL, both its program and its achievements. As explained in the following section, Charter Renewal Criteria, DASS programs establish renewal metrics in partnership with their authorizer that recognize the unique needs of the students served at the Charter School. In SOUL's case, this agreement with FUSD resulted in seven metrics being agreed upon to be used in renewal.

As shown in the next section, SOUL has met five of those metrics and has partially met the two additional metrics. This means that 100% of the renewal metrics agreed upon between SOUL and the District have been either met or partially met, demonstrating SOUL has achieved the criteria needed for renewal.

In addition to its performance on renewal metrics, SOUL has also included an analysis of its performance in relation to other local DASS programs. This analysis further strengthens the

case for renewal, showing it is in the best interest of students for SOUL continuing to operating for another five-year charter term.

Beyond the results achieved which are unique to its DASS qualification, SOUL's program is also shaped by the unique student population it serves. To be classified as DASS, 70% or more of a school's enrolled students must possess at least one DASS factor. DASS factors include the following: chronically truant; enrolled in multiple schools; significantly behind in credits; pregnant or parenting teen, and; experience in the juvenile justice system or wards of the court.

At SOUL, 95% students possess at least one DASS factor, while 76% of SOUL students possess multiple, overlapping DASS factors. This student population is quite different from that of a traditional comprehensive high school and students enrolled at SOUL benefit greatly from the small, student-centered and flexible environment.

Almost all of SOUL's students enroll after the start of 9th grade and after struggling at their initial high school. In 2024-25, 89% of students at SOUL enrolled significantly behind in credits. SOUL is uniquely situated to support students who arrive behind in credits. The Charter School anticipates students will have experienced challenges prior to enrolling. As such, the following support structures exist at SOUL to support students who are behind in credits:

- The Guidance Counselor creates a personal academic plan for each student.
- Case managers monitor student success rate according to post secondary interests.
- SOUL's small school setting and small classes allow more time for each student with their teachers as well as ensuring the performance of each student is closely monitored.
- Students and families received regular, frequent progress reports and, if needed, deficiency notices.
- Credit recovery options are provided for all students, including via Edgenuity/Imagine Learning.
- Personalized learning students are offered hybrid courses
- Daily tutoring is available, as well as extended time on Wednesdays after school and on Saturdays.
- Students are able to remain enrolled for a 5th and 6th year as needed to ensure they graduated.

The above is a summary of support provided to students arriving at SOUL deficient in credits and the full academic program is detailed in Element A. Evidence of SOUL's success supporting students with improving their credit attainment and moving toward being on track for high school graduation is shown in SOUL's performance on its third renewal metric, which focuses on improving credit attainment for students in their first year at SOUL. Performance on this metric for the last three years is summarized below and further detailed in the following section of this Petition.

Average Credits Attained: Prior Year Compared to First Year at SOUL

	2022-23	2023-24	2024-25
Prior Year	8.22	10.53	11.57
First Year at SOUL	**31.95**	**31.68**	**33.41**

As shown above, SOUL's support for students to improve their attainment of credits has been extremely effective. Over the last three years, students have achieved approximately three times as many credits in their first year at SOUL compared to those earned in the year prior to enrolling at the Charter School.

In addition to students arriving at SOUL behind in credits, 54% of students enrolling at SOUL are chronically truant. While absences from school occur for a variety of reasons, many often beyond the control of a secondary student, it is much more challenging to learn and achieve if one is not participating regularly in school.

SOUL has several measures in place to support students for whom attendance is a challenge. These include, but are not limited to, the following:

- Students and families select the program that best fits their needs, which could include a non-classroom-based program or a classroom-based program.
- SOUL intentionally creates an environment that encourages students to attend school and to increase their own personal investment in their education.
- Case managers contact students and parents immediately after absences are recorded.
- Case managers also conduct home visits as needed and utilize attendance contracts, as outlined in SOUL's four step attendance policy for personalized learning students.
- SOUL has implemented attendance incentives and will adjust these based on their effectiveness.
- SOUL implemented a Wednesday and Saturday school opportunity for students to make up absences, including for those participating in the personalized learning program.
- SOUL's small school setting and small classes allow more time for each student's attendance to be closely monitored and for additional support to be provided for students and families.
- SOUL offers a menu of resources on campus or in close proximity to its location, allowing for students and families to access a variety of resources without having to miss school.

While chronic absenteeism is not reported on the Dashboard for high schools, the above efforts, as well as those detailed in Element A below, have shown strong promise at SOUL. For instance, in the most recent reporting period available, the personalized learning program experienced an attendance rate of 91.4% while the classroom-based program showed an attendance rate of 81.6%.

Beyond the two groups described above, SOUL also serves a significant population of Homeless Youth. This was 13.6% of enrolled students in 2024-25. While this is not as high a percentage as students who enrolled at SOUL who were credit deficient (89%), or who were chronically absent (54%), SOUL's percentage of Homeless Youth is significantly higher than the District, Fresno County and the state, as shown below.

2024-25 Comparison of Homeless Youth Enrollment

	SOUL	District	Fresno County	State
Homeless Youth	13.6%	0.8%	1.1%	4%

In addition, support for homeless students often exceeds what other student groups may need as resources beyond the school day and school campus are often what is most important to supporting un-housed students and their families. SOUL has several resources available to support its homeless population, including but not limited to the following:

- Two trained foster and homeless youth liaisons.
- FCSS foster and homeless youth services provided from enrollment to graduation.
- Fresno EOC's wide array of resources are available via direct referrals from SOUL, including through Fresno EOC's Housing Project services and health service needs provided by Fresno EOC's health clinic.

The above supports are valued by both homeless students enrolled at SOUL and their families. Further, as evidence of their effectiveness, SOUL had a higher graduation rate than any other DASS program operated by the District or the FCSS in 2025.

Overall, SOUL is serving a student population desperately in need of quality education options. SOUL's performance demonstrates it is one of those options. This is evidenced by the results above for the specific groups of students as well as via the conclusions established in the following section. Most importantly, the data shows the following:

- SOUL has either met (five out of seven) or partially met 100% of the renewal metrics as agreed to between SOUL and the District.

- SOUL either outperformed the comparison school median or performed the same as the comparison school median for 84.6% of the metrics available for comparison.

Conclusion to the Introduction

In summary, these results further demonstrate both that SOUL has met the criteria for renewal and that renewal of SOUL's Petition and charter term is in the best interest of students.

CHARTER RENEWAL CRITERIA

Pursuant to the amendments made to Education Code Section 47607 and the creation of Education Code Section 47607.2 by Assembly Bill 1505 (2019), at the time of charter renewal, a chartering authority shall consider the performance of the charter school on the state and local indicators reported on the California School Dashboard ("Dashboard").

In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 also created a three-tiered system of evaluating charter schools' performance, plus a separate category for Dashboard Alternative School Status ("DASS") schools. Since it qualifies for DASS, SOUL is not eligible for the three-tiered system. Instead, the renewal standard for all DASS schools is as follows:

- "Presumptive renewal with consideration of performance on the Dashboard and applicable alternative metrics, with nonrenewal only in the event that the chartering authority finds that closure is in the best interest of students." Education Code Section 47607(c)(7)

As demonstrated below, SOUL has met the statutory requirements for renewal as a DASS charter school, as set forth in Education Code Section 47607(c)(7).

First, to qualify for DASS, SOUL was required to demonstrate it serves a high-risk student population and meets additional eligibility criteria, including maintaining an unduplicated count of at least 70% of total enrollment composed of students eligible for one or more high-risk student groups. These groups, known as DASS factors, include expelled youth, wards of the court, pregnant and parenting students, former dropouts, habitually truant students, those retained more than once between kindergarten and grade eight, credit-deficient students, highly mobile students, foster youth, and homeless youth. While SOUL's enrollment data is further broken down in Element A of this Petition, 95% of SOUL students qualify for at least one DASS factor while 76% qualify for more than one DASS factor.

As a DASS program, SOUL worked in partnership with the District to develop agreed-upon metrics to measure student success and demonstrate that SOUL has met the necessary criteria for charter renewal.

Below SOUL has provided an analysis of its results. First, a summary of SOUL's performance on the agreed upon renewal metrics is displayed. This shows that SOUL has met five of the seven (71.4%) renewal metrics and has partially met the remaining two metrics. This performance alone demonstrates SOUL has met the criteria for renewal.

Following this summary, SOUL has provided a detailed analysis of its results by renewal metric. This analysis reveals the same overall conclusion while also providing specific results for each renewal metric. Finally, SOUL further demonstrates renewal of its charter term is in the best

interest of students by presenting data comparing SOUL's performance with that of other DASS programs operated by the District and Fresno County Superintendent of Schools ("FCSS").

Summary of SOUL's Performance by Renewal Metric

1. Renewal Metric - NWEA Growth, Reading: This metric has been **MET** by SOUL for each year when the data has been available.	**MET**
2. Renewal Metric - NWEA Growth, Math: This metric has been **partially met** by SOUL. The 5% annual growth target was **MET** for **four of the six years (67%)** when the data has been available.	**Partially Met**
3. Renewal Metric - Credit Attainment: This metric has been **MET** by SOUL for every year since it was tracked.	**MET**
4. Renewal Metric - Satisfaction Rates: This metric has been **MET** by SOUL.	**MET**
5. Renewal Metric - Proficiency Rates: This metric has been **partially met** by SOUL: ELA CAASPP (MET 1 of 3 years), Math CAASPP (not met), NWEA MAP Reading (MET) and NWEA MAP math MET 2 of 3 years).	**Partially Met**
6. Renewal Metric - Graduation Rate: This metric has been **MET** by SOUL for every year since it was tracked.	**MET**
7. Renewal Metric - Classroom-Based Enrollment: This metric has been **MET** by SOUL for every year since it was tracked.	**MET**

Given the above results, SOUL has met the criteria for charter renewal. Overall, as shown above **five of the seven (71%)** of the renewal metrics have been **MET**. SOUL's progress on Renewal Metrics Two (NWEA Math Growth) and Five (Proficiency Rate) show the metrics have both been **partially met**. This progress shows that SOUL has met or made progress toward all the renewal metrics agreed upon with the District.

Detailed Data Showing SOUL's Performance by Renewal Metric

1. Renewal Metric - NWEA Growth, Reading: Increase the percentage of students meeting growth targets by 5% annually. 2018-19 is the baseline year.

Background: SOUL only has one example of consecutive years of NWEA MAP reading exams. SOUL students took the NWEA MAP reading exam in both 2023-24 and 2024-25. When SOUL began administering NWEA, three tests were administered (Math, Reading and Language Usage). After the first year of testing, SOUL decided to continue with the Math and Language Usage tests only. In the Fall of 2023, after consulting with NWEA and Literacy experts, SOUL

transitioned to administering the Math and Reading tests only. Given this background, the Reading test does not have data for every year.

Results:

- In 2023-24, 35% of students met their growth target in reading. The renewal metric was not applicable because there was no prior year reading test from which to measure progress.

- In 2024-25, 48% of students met their growth target in reading. This is an increase of 13% from the prior year, far exceeding the renewal metric's target of 5%.

Summary of SOUL's performance: This metric has been **MET** by SOUL for each year when the data has been available.

2. Renewal Metric - NWEA Growth, Math: Increase the percentage of students meeting growth targets by 5% annually. 2018-19 is the baseline year.

Results:

- In 2018-19, 46% of students met their growth target in math. This was the baseline year.

- In 2019-20, 53% of students met their growth target in math. This is an increase of 7% from the prior year, exceeding the renewal metric's target of 5%.

- In 2020-21, 37% of students met their growth target in math. This is a decrease from the prior year, and the renewal metric was not met.

- In 2021-22, 48% of students met their growth target in math. This is an increase of 11% from the prior year, exceeding the renewal metric's target of 5%.

- In 2022-23, 50% of students met their growth target in math. This is an increase of 2% from the prior year, but did not meet the renewal metric's target of 5%.

- In 2023-24, 55% of students met their growth target in math. This is an increase of 5% from the prior year, meeting the renewal metric's target of 5%.

- In 2024-25, 65% of students met their growth target in math. This is an increase of 10% from the prior year, exceeding the renewal metric's target of 5%.

Summary of SOUL's performance: This metric has been partially met by SOUL. The 5% annual growth target was MET for four of the six years (67%) when the data has been available. The percent of students meeting growth targets year over year increased every year except for one.

The percent of students meeting growth targets increased from 46% in 2018-19 to 65% in 2024-25.

3. Renewal Metric - Credit Attainment: Increase credit attainment for first year students in grades 9-12 who are deficient in credits by 25%.

Results:

- 2022-23:
  - Prior year average credits earned: 8.22
  - First year at SOUL average credits earned: 31.95
  - Percentage increase in credits earned: 388.7%
  - Did the number of credits earned increase by at least 25%: Yes

- 2023-24:
  - Prior year average credits earned: 10.53
  - First year at SOUL average credits earned: 31.68
  - Percentage increase in credits earned: 300.9%
  - Did the number of credits earned increase by at least 25%: Yes

- 2024-25:
  - Prior year average credits earned: 11.57
  - First year at SOUL average credits earned: 33.41
  - Percentage increase in credits earned: 288.8%
  - Did the number of credits earned increase by at least 25%: Yes

Summary of SOUL's performance: This metric has been **MET** by SOUL for every year since it was tracked.

4. Renewal Metric - Satisfaction Rates: 80% of Education Partners' annual survey responses will demonstrate a high satisfaction rate regarding enrollment at school as indicated by "agree" or "strongly agree" to survey questions.

Results:

- 2021-22:
  - 90% satisfaction for all subgroups

- 2022-23:
  - 96% satisfaction for all subgroups

- 2023-24:
  - 86.5% Parents reported finding every staff member to be kind and courteous
  - 98.8% Parents reported they feel their student is safe at SOUL

    - 97.3% of students indicated they feel safe on campus

- 2024-25:
    - 97% of Parents felt respected by staff and feel comfortable approaching school administration with concerns
    - 95% of Parents stated their child's school environment was safe
    - 81% of students reported feeling safe from harm

Summary of SOUL's performance: This metric has been **MET** by SOUL.

5. Renewal Metric - Proficiency Rates: Increase the percentage of students who meet or exceed the standards by 5% to 8% annually.

Background: In high school only 11th graders are tested by the state, so each year a completely new cohort of students are tested. The new cohort of students may be higher or lower performing compared to the prior cohort. Given this, in addition to looking at data on CAASPP, which is only measuring performance in 11th grade, SOUL also looked at data on NWEA MAP which captures the performance of all students enrolled.

Results:

Students scoring Level 3 (standard met) or Level 4 (standard exceeded) on CAASPP.

ELA CAASPP

Year	% Standard Met	% Standard Exceeded	Total %	Increase of at least 5%?
2021-22	10.91%	1.82%	12.73%	N/A
2022-23	30.77%	3.85%	34.62%	Yes
2023-24	13.85%	1.54%	15.39%	No
2024-25	11.48%	1.64%	13.12%	No

- ELA CAASPP: This metric was MET by SOUL for one of the three years (33%) when the data has been available.

Math CAASPP

Year	% Standard Met	% Standard Exceeded	Total %	Increase of at least 5%?
2021-22	0%	0%	0%	N/A
2022-23	0%	0%	0%	No
2023-24	0%	0%	0%	No
2024-25	0%	0%	0%	No

- Math CAASPP: This metric was **not met** by SOUL.

Students scoring, by percentile rank, average, high average, or high on NWEA MAP

NWEA MAP, Reading

Year	% Average	% High Average	% High	Total %	Increase of at least 5%?
2023-24	22%	8%	0%	30%	N/A
2024-25	21%	15%	1%	37%	Yes

- NWEA MAP, Reading: This metric has been **MET** by SOUL for each year when the data has been available.

NWEA MAP, Math

Year	% Average	% High Average	% High	Total %	Increase of at least 5%?
2021-22	9%	4%	1%	14%	N/A
2022-23	13%	8%	0%	21%	Yes
2023-24	16%	5%	0%	21%	No
2024-25	20%	6%	5%	31%	Yes

- NWEA MAP, Math: This metric has been **MET** by SOUL for **two of the three years (67%)** when the data has been available. The percent of students meeting growth targets year over year increased or remained the same every year. The percent of students meeting growth targets increased from 14% in 2021-22 to 31% in 2024-25.

Summary of SOUL's performance: This metric has been **partially met** by SOUL, as shown above with the data broken down between ELA CAASPP, Math CAASPP, NWEA MAP Reading and NWEA MAP math.

6. Renewal Metric - Graduation Rate: 75% of credit eligible seniors will complete all graduation requirements annually to earn a diploma.

Results:

2022-23:

- Credit eligible seniors: 61
- Graduates: 56
- Graduation rate: 91.8%
- Met metric of 75% or more: Yes

2023-24:

- Credit eligible seniors: 52
- Graduates: 50
- Graduation rate: 96.2%
- Met metric of 75% or more: Yes

2024-25:

- Credit eligible seniors: 65
- Graduates: 63
- Graduation rate: 96.9%
- Met metric of 75% or more: Yes

Summary of SOUL's performance: This metric has been **MET** by SOUL every year since it was tracked. Further, of the graduates over the last three years, 56 were in their 5th or 6th year of high school.

7. Renewal Metric - Classroom-Based Enrollment: Increase the enrollment percentage of classroom-based students in grades 9-12, 3-5% annually. 2022-23 will be the baseline year to evaluate enrollment gains.

Results:

- 2022-23: Maximum enrollment of classroom-based students: 19.
    - This is the baseline year.

- 2023-24: Maximum enrollment of classroom-based students: 22.
    - Increase of 3-5% from prior year: Yes

- 2024-25: Maximum enrollment of classroom-based students: 32.
    - Increase of 3-5% from prior year: Yes

Summary of SOUL's performance: This metric has been **MET** by SOUL for every year since it was tracked. Maximum classroom-based enrollment in 2022-23 was 19 students. This increased to 32 students in 2024-25.

Conclusion of SOUL's Performance on Renewal Metrics

As shown above five of the seven (71.4%) of the renewal metrics have been MET. SOUL's progress on Renewal Metrics Two (NWEA Math Growth) and Five (Proficiency Rate) shows the metrics have both been partially met. This progress shows that SOUL has met or made progress toward all (100%) of the renewal metrics agreed upon with the District and, as such, has met the criteria for charter renewal.

SOUL's Performance Against Comparison schools

Below SOUL presents data comparing its performance with that of other DASS programs operated by the District and Fresno County Superintendent of Schools. This additional data demonstrates renewal is in the best interest of students as it shows SOUL is outperforming other DASS programs that students would be most likely to attend should they not attend SOUL.

Comparison schools were identified as all DASS programs operated by the District and all DASS programs operated by the FCSS. Schools also had to have enough data to be included in the comparison. This requirement only resulted in one school being excluded, which is Florence E. Rata, operated by the District. This school only had data for one Dashboard metric, suspension rate. This data was only available for 2025, indicating the school serves a very small number of students.

Comparison Schools:

- FUSD comparison DASS programs:
    - Florence E. Rata ("Rata") (9-12) - *excluded due to having only one 2025 Dashboard indicator (Suspension Rate) with data and having no Dashboard data for 2024 or 2023.*
    - Carter G. Woodson Public Charter ("Woodson") (7-12)
    - Phoenix Secondary ("Phoenix") (7-12)
    - Dewolf Continuation High ("Dewolf") (9-12)

- FCSS comparison DASS programs:
    - Crescent View West Public Charter ("Crescent") (9-12)
    - Big Picture Educational Academy ("Big Picture") (K-12)
    - Alice M. Worsley ("Worsley") (7-12)
    - Violet Heintz Education Academy ("Heintz") (7-12)
    - Fresno County Special Education ("FCSE") (K-12)

Below is data showing SOUL's performance on the 2025 Dashboard compared to the above DASS programs, provided the school had data for the particular indicator. After showing the performance of SOUL and each school with data for the indicator being analyzed, a comparison is made of SOUL's performance against the median DASS program performance to determine if SOUL was performing above or below the median.

The median is determined by aligning the comparison school results in order from highest to lowest and identifying the value in the middle, which becomes the median. If there are an even number of schools, not including SOUL, the two data points in the middle are added together and divided by two to determine the median.

Summary of SOUL's Performance Against Comparison Schools

Is SOUL Above, Below, or the Same as the Median Comparison School Performance?				
Dashboard Indicator	All Students Median		Majority of Student Groups	
	Status	Color	Status	Color
ELA	Above	Same	Above	Same
Math	Below	Above	Below	Above
ELPI	Below	N/A	Below	N/A
CCI	Above	Above	Above	Above
Science	Above	Above	Above	Above
Grad. Rate*	Above	Same	Above	Same
Susp. Rate*	Below**	Same	Below**	Above

*Grad. Rate - Graduation Rate; Susp. Rate - Suspension Rate
**For Suspension Rate, the lower the rate the better. SOUL is "Below" the median suspension rate for the comparison schools, so below is classified in green above as a positive.

As shown above there are twenty-six (26) comparison data points. This comes from the seven indicators shown above with four data points per indicator, other than ELPI where there are only two data points.

For seventeen (17) of those data points, or 65.4%, SOUL is outperforming the comparison school median either for all students or for a majority of student groups. Further, SOUL achieved the same performance level for five additional data points, an additional 19.2% of the metrics being compared. Overall, this shows that, when compared to performance at other DASS programs operating in proximity to the Charter School, SOUL is a valuable option to the community and it is in the best interest of students that SOUL be renewed and remain open for a new charter term. Analysis of results by individual metric are shown below.

English Language Arts

2025 ELA DFS Comparison

	SOUL	Woodson	Dewolf	Crescent	Big Picture	Heintz	FCSE
All students	-95	-117.6	-104.4	-37.6	-101.2	-313.6	-78
Hispanic	-90.8	-116.2	-95.3	-42.3	-108.1	-322.8	-76.4
SD*	-96.2	-117.5	-107.2	-40.3	-103.2	-311.3	-79.1

*SD - Socioeconomically Disadvantaged

SOUL Versus the Comparison School 2025 ELA DFS Median

	SOUL	Median	SOUL Above or Below?
All students	**-95**	**-102.8**	**Status: Above Color: Same**
Hispanic	**-90.8**	**-101.7**	**Status: Above Color: Same**
SD	**-96.2**	**-105.2**	**Status: Above Color: Same**

In 2025 SOUL outperformed the comparison school median DFS in ELA for all students and both significant student groups: Hispanic students and Socioeconomically Disadvantaged students.

Math

2025 Math DFS Comparison

	SOUL	Woodson	Dewolf	Crescent	Big Picture	Heintz	FCSE
All students	**-194.5**	**-204**	**-186.8**	**-154.5**	**-147.1**	**-325.2**	**-99.6**
Hispanic	**-190.8**	**-198.5**	**-186.8**	**-160.1**	**-145.9**	**-339.6**	**-96.3**
SD	**-194.9**	**-201.9**	**-188.2**	**-156.8**	**-149.3**	**-323.8**	**-98.6**

SOUL Versus the Comparison School 2025 ELA DFS Median

	SOUL	Median	SOUL Above or Below?
All students	**-194.5**	**-170.7**	**Status: Below Color: Above**
Hispanic	**-190.8**	**-173.5**	**Status: Below Color: Above**
SD	**-194.9**	**-172.5**	**Status: Below Color: Above**

In 2025 SOUL's math performance level of Orange outperformed the comparison school median performance level of Red for all students and both significant student groups: Hispanic students and Socioeconomically Disadvantaged students.

English Learner Progress Indicator

2025 ELPI Comparison

	SOUL	Woodson	Phoenix	Dewolf	Crescent	Big Picture	FCSE
All ELs*	38.1%	52.4%	16.7%	44%	52.4%	60%	31.2%
LTELs*	38.1%	52.4%	18.2%	44%	56%	76.2%	35%

*EL - English Learner; LTEL - Long-Term English Learner

SOUL Versus the Comparison School 2025 ELPI Median

	SOUL	Median	SOUL Above or Below?
All ELs	38.1%	48.2%	Status: Below
LTELs	38.1%	48.2%	Status: Below

SOUL's 2025 ELPI increased over 13% from 2024 to 2025, but the Charter School was below the comparison school median for ELPI, including for LTELs.

College Career Indicator

2025 CCI Comparison

	SOUL	Woodson	Dewolf	Crescent	Big Picture	Worsley	FCSE
All students	13.1%	77.3%	15.5%	7.2%	2.2%	1.9%	0%
Hispanic	11.9%	78.4%	18.5%	7.8%	1.7%	0%	0%
Homeless	11.8%	60%		3.6%			
SD	13.4%	77.6%	16%	6.2%	2.6%	1.9%	0%
SWD*	28.6%	88.9%		4.4%		0%	0%

*SWD - Students with Disabilities

SOUL Versus the Comparison School 2025 CCI Median

	SOUL	Median	SOUL Above or Below?
All students	13.1%	4.7%	Status: Above Color: Above
Hispanic	11.9%	4.8%	Status: Above Color: Above
Homeless	11.8%	N/A	Status: N/A
SD	13.4%	4.4%	Status: Below Color: Above
SWD	28.6%	2.2%	Status: Above

In 2025 SOUL's CCI status (percentage) and performance level of Yellow outperformed the comparison school median status and performance level of Red for all students and both significant student groups: Hispanic students and Socioeconomically Disadvantaged students. SOUL's SWD also outperformed the comparison school median when looking at status, with a CCI of 28.6% versus just 2.2% for the respective median.

Science

2025 Science Comparison

	SOUL	Woodson	Dewolf	Crescent	Big Picture	Worsley	FCSE
All students	46.6	34.7	34.4	52.4	39.2	11.1	36.4
Hispanic	47.3	34.9	35.9	45.6	39.3		36.2
SD	45.9	34.6	34	52.1	38.1	11.1	37.6

SOUL Versus the Comparison School 2025 Science Median

	SOUL	Median	SOUL Above or Below?
All students	46.6	35.6	Status: Above Color: Above
Hispanic	47.3	36.2	Status: Above Color: Above
SD	45.9	36.1	Status: Above Color: Above

In 2025 SOUL outperformed the comparison school median status in Science for all students and both significant student groups: Hispanic students and Socioeconomically Disadvantaged students.

Graduation Rate

2025 Four-Year Graduation Rate Comparison

	SOUL	Woodson	Dewolf	Crescent	Big Picture	Worsley	FCSE
All students	60.8%	81.5%	89.5%	25.8%	31.3%	22.8%	28.6%
Hispanic	60.5%	83%	89.7%	33.7%	41%	20%	31%
Homeless	61.9%	60%		29.5%			
SD	61.1%	81.9%	90.2%	25%	35.9%	22.8%	29%
SWD	64.3%	88.9%		21.8%		17.6%	28.6%

SOUL Versus the Comparison School 2025 Four-Year Graduation Rate Median

	SOUL	Median	SOUL Above or Below?
All students	60.8%	30%	Status: Above Color: Same
Hispanic	60.5%	37.4%	Status: Above Color: Same
Homeless	61.9%	N/A	Status: N/A
SD	61.1%	32.5%	Status: Below Color: Same
SWD	64.3%	25.2%	Status: Above

In 2025 SOUL significantly outperformed the comparison school median status in Graduation Rate for all students and both significant student groups: Hispanic students and Socioeconomically Disadvantaged students. SOUL's SWD also outperformed the comparison school median when looking at status, with a Graduation Rate of 64.3% versus just 25.2% for the respective median.

Suspension Rate

2025 Suspension Rate Comparison

	All	AA*	H*	EL	HY*	LTEL	SD	SWD
SOUL	1.9%	4.8%	1.8%	6.7%	9.1%	6.7%	2.1%	3%
Woodson	1.6%	3.4%	1.2%	0%		0%	1.4%	0%
Phoenix	35.9%	45.7%	32.7%	30%		31.2%	36.2%	38%
Dewolf	5.5%	12.9%	5.6%	2.2%		2.3%	6%	13%
Crescent	0%	0%	0%	0%	0%	0%	0%	0%
Big Picture	3.8%	1.8%	4.3%	4.3%	4.1%	8%	5.3%	7.9%
Worsley	5.9%	5.6%	6.5%	6.1%		6.9%	5.9%	6.4%
Heintz	44.1%	57.9%	43.1%				47%	66.7%
FCSE	2.6%	4.8%	2%	0.8%	0%	4.5%	2.8%	2.6%

*AA - African American; H - Hispanic; HY - Homeless Youth

SOUL Versus the Comparison School 2025 Suspension Rate Median

	SOUL	Median	SOUL Below or Above?
All students	**1.9%**	**4.7%**	**Status: Below Color: Same**
AA	**4.8%**	**5.2%**	**Status: Below**
Hispanic	**1.8%**	**5%**	**Status: Below Color: Above**
EL	**6.7%**	**2.2%**	**Status: Above Color: Below**
Homeless	**9.1%**	**N/A**	**N/A**
LTEL	**6.7%**	**4.5%**	**Status: Below**
SD	**2.1%**	**5.6%**	**Status: Below Color: Same**
SWD	**3%**	**7.2%**	**Status: Below Color: Above**

Since suspension rate applies to all grade levels served at SOUL, there are significantly more student groups with data. As shown above, SOUL has a lower suspension rate versus the comparison school median for all students and for a majority of student groups (four out of seven, or 57%). Looking at Dashboard colors, SOUL's performance level was either equal or above the comparison school median for all students and three of the five student groups (60%) with colors.

Conclusion of SOUL's Performance Against Comparison Schools

As shown above SOUL in the summary, and validated by the analysis of each Dashboard indicator, SOUL either outperformed the comparison school median or performed the same as the comparison school median for 84.6% of the metrics available for comparison. These results further demonstrate both the importance of renewing SOUL and that renewal is in the best interest of the students served by SOUL.

ELEMENT A: EDUCATIONAL PROGRAM

Governing Law: "A description of the educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an 'educated person' in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners." Education Code Section 47605(c)(5)(A)(i)

"The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals." Education Code Section 47605(b)(5)(A)(ii)

"If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A" to "G" admissions criteria may be considered to meet college entrance requirements." Education Code Section 47605(c)(5)(A)(iii)

Vision and Purpose

The vision for Fresno Economic Opportunities Commission's School of Unlimited Learning is for the student to be a self-directed learner, a collaborative worker, and a complex thinker who is equipped with the skills and self-confidence to be productive and self-sufficient as an adult through work and community service.

Mission Statement

The mission of the School of Unlimited Learning is to provide holistic learning experiences in a flexible format, thereby creating an environment that empowers students to obtain the skills, knowledge, and motivation to become self-directed, life-long learners maturing towards self-sufficiency.

Target Student Population

SOUL presently serves and educates students residing primarily within the Fresno metropolitan area. The students, ages 14 to 22, are enrolled in grades 9 through 12, have not yet earned a high school diploma, and many are at high risk of dropping out of high school. The majority of SOUL students reside in economically depressed areas within the Fresno metropolitan area. Most students at SOUL have a history of challenges with achieving academically, due primarily

to poor attendance prior to enrolling at SOUL as well as other factors that have interfered with a consistent education experience. A review of transcripts and files of newly enrolled students at SOUL typically reveals lower than desired academic achievement and a lack of benefit from the academic program or support services in the traditional high school setting, as well as a possible need for more comprehensive social services.

The School of Unlimited Learning has been an asset to the Fresno community in serving at-risk youth for over 25 years. SOUL's target population can be largely defined as students who are habitually truant, severely credit deficient, pregnant or parenting, or part of the juvenile justice system and at risk of dropping out of high school, all of which are DASS factors as noted below. Given its student population, SOUL is classified as a Dashboard Alternative School Status. SOUL's most current, publicly available demographics are displayed below.

2024-25 Enrollment Demographic Comparisons

	SOUL	District	Fresno County	State
AA*	7%	3.2%	4.5%	4.9%
Asian	0.5%	10.6%	10%	10.1%
Hispanic	86.4%	69.6%	66.2%	56.1%
White	2.5%	7.6%	14.2%	20%
2+Races	3.5%	3.2%	2.9%	4.8%
English Learners	12.6%	18.8%	16.8%	17.4%
Reclassified Fluent English-Proficient	8%	13.3%	14.5%	15.7%
Foster Youth	3%	0.8%	0.6%	0.5%
Homeless Youth	13.6%	0.8%	1.1%	4%
Students with Disabilities	12.6%	14.9%	12.4%	14.2%
Socioeconomically Disadvantaged	94.5%	85.9%	75.7%	63.6%
Total enrollment	199			

As shown above, the student population at SOUL is quite different from the District, Fresno County, and the state. SOUL serves a significantly higher percentage of students from traditionally underserved backgrounds, as noted by the much higher percentage of homeless and socioeconomically disadvantaged students enrolled at SOUL.

Beyond the publicly reported demographics, SOUL's students also arrive with significant individual challenges, as outlined in the chart below.

2024-25 SOUL Enrollment by DASS Factors

DASS Factor	2024-25 Percentage
Chronically Truant	54%
Enrolled in multiple high schools prior to SOUL	30%
Enrolled significantly behind in credits	89%
Parenting teen	4%
Experience in the juvenile justice system or wards of the court	10%

To be classified as DASS, 70% or more of enrolled students must possess at least one DASS factor. At SOUL, 95% students possess at least one DASS factor, while 76% of SOUL students possess multiple, overlapping DASS factors. This student population benefits greatly from the small, student-centered and flexible environment at SOUL, as demonstrated by the results analyzed earlier in this Petition.

Enrollment Projections

	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Enrollment	199	200	200	200	200	200

As shown above, SOUL is conservatively estimating future enrollment to stay consistent with the current student population. While the Charter School can serve more students, due to the nature of the majority of students served, the most prudent approach is to project flat enrollment.

SOUL plans to educate each student, regardless of the length of time of their enrollment or entry point, in accordance with the educational plan set forth in this Petition. Each barrier or factor discussed above is addressed through instruction, individualized counseling, case management, and dropout prevention services built into the Charter School's educational program.

Community Need

SOUL is guided by its mission to provide holistic learning experiences in a manner and environment that enables students to obtain skills, knowledge, and motivation to be self-directed, lifelong learners as they mature toward self-sufficiency. SOUL enacts its mission to realize the Charter School's vision: for the student to be a self-directed learner, a collaborative worker, and complex thinker who is equipped with the skills and confidence to be productive and self-sufficient as an adult through work and community service. The academic focus is on building skills in reading, writing, math, and other core subjects. SOUL is grounded in its beliefs that learning best occurs when the student is ready to learn. Unfortunately, a high percentage of

students from traditionally underserved backgrounds arrive at SOUL after having experienced challenges with their educational journey, as described above.

To effectively address these challenges, SOUL offers individualized opportunities via a personalized learning program, the option for a hybrid program, and a classroom-based program. All three programs maintain low student-to-teacher ratios combined with the presence of a strong support staff. These options collectively help students and their families address their academic, social and emotional needs, as well as provide students and families a choice to determine the program that will be most effective for them.

The conditions at SOUL allow students to be better prepared for an academic setting and focused on learning and achieving. SOUL's teaching staff present curricula to students who are able to access instruction in a style most suitable to their individual needs. Like other Fresno County EOC programs, SOUL seeks preventative, proactive strategies to address the needs of traditionally underserved populations and members of the Fresno community.

SOUL has been serving the Fresno community for more than 25 years, with a special focus on engaging youth who are traditionally underserved and at risk of dropping out of high school. In addition to offering a well-rounded, standards-aligned educational program, SOUL provides the following to students: a personalized education that centers on a holistic support model by which students recover credits and get on track to graduate from high school; a flexible class schedule to promote long-term persistence and retention; engaging courses such as: Street Law, Art, Cultural Studies, Food Safety, Health Services, Film Appreciation, and First Aid CPR; committed teachers and school personnel who develop trusting relationships with students; direct access to an array of support services through the Charter School's network, and; the larger Fresno EOC network (e.g., workforce development, adolescent family support services, service learning, LGBTQ+ resources).

What Does it Mean to Be an Educated Person in the 21st Century?

Twenty-first-century learning means students master content while producing, synthesizing, and evaluating information from a wide variety of subjects and sources with respect for diverse cultures. Twenty first century students will need to continue to master reading, writing and arithmetic required of twentieth century learners, but will have also mastered the four Cs: critical thinking, creativity, communication, and collaboration. The twenty first century learner demonstrates digital literacy as well as civic responsibility, and becomes a self-directed lifelong learner by preparing for post-secondary education that will lead to a sustainable career. Twenty first century learning connects relevant and engaging content to skill. Success in the twenty first century requires knowing how to learn and to do so quickly. Students will likely have several careers in their lifetime where each may require new skills and knowledge. They must develop strong critical thinking and interpersonal communication skills in order to be successful in an increasingly fluid, interconnected, and complex world. Today's students have access to powerful learning tools that allow them to locate, acquire, and even create knowledge much more quickly than ever before. But simply being able to search for information on the internet is no substitute

for true understanding. Today's students need to develop skills to find knowledge. Educated individuals in the twenty first century are able to overcome life's challenges by applying learned knowledge to become productive, financially independent, and self-reliant members of the community.

The School of Unlimited Learning is committed to providing its students a quality educational experience with the academic resources and non-academic supportive services they will need to overcome potential barriers such as poverty, teen pregnancy, truancy, and homelessness, as well as potential future challenges they may confront. To address these present and potential barriers, SOUL provides the necessary interventions, resources, and individualized learning environments which focus on improving literacy skills and college and career readiness. All SOUL students are provided a standards-based curriculum, imparted through a direct interactive instructional model. SOUL students have access to technology through internet-accessible laptops located in all classrooms and resources provided to independent study students. SOUL students are provided career exploration opportunities to prepare them to become self-reliant lifelong learners and be competitive in today's career market. SOUL believes students who are taught to become critical thinkers, information processors and effective communicators will possess the vital knowledge and skills to meet and overcome life's challenges in the twenty first century, assuring them a brighter future in preparing them for career opportunities and economic independence.

How Learning Best Occurs

Education is best delivered through verifiable research-based instructional practices. Student assessment data is used to modify curriculum and promote individualized or differentiated instruction. Measurable student outcomes are monitored, evaluated, and sustained for long-term growth. SOUL has adopted a comprehensive approach to addressing each student's academic, social, and personal needs. Innovative instructional approaches, coupled with case management, counseling, and truancy prevention services, promote greater academic and personal success for students. SOUL firmly believes learning best occurs when students have agency and choice in their education, feel connected to their chosen school and learning environment, and when parents are given the adequate resources to assist their child in becoming successful learners.

SOUL offers a nonclassroom-based, personalized learning program, a hybrid program, as well as a classroom-based program. All components of SOUL's educational program are located at the Fresno EOC Sanctuary Youth Center, located at both 2336 Calaveras Street and 1545 N Street, Fresno, CA 93721. This is one contiguous site with buildings that are adjacent to each other.

Each of SOUL's three programs offers the same rigorous academic, standards-based curriculum and access to extra-curricular activities. In addition to providing a holistic high school curriculum, SOUL also offers students a wide array of support services, including personal and

social emotional support, mental health counseling, case management, access to health services, family services, and childcare services.

SOUL's curriculum, which is detailed later in this element, is rigorous and based on the Common Core State Standards ("CCSS"), Next Generation Science Standards ("NGSS"), History-Social Science Framework, remaining State Content Standards, and English Language Development ("ELD") Standards (hereinafter collectively referred to as the "State Standards").

SOUL provides, at minimum, the state required number of days of instruction for classroom-based and Independent Study students. For the classroom-based students, classes are held Monday through Friday according to the Charter School's academic calendar and the annual bell schedule. Combined this results in students receiving, at minimum, the required annual and instructional minutes for grades 9-12. The 2025-26 Academic Calendar and bell schedules for the 2025-26 school year can be found in the Appendix.

Each of SOUL's three education delivery options are described below.

Personalized Learning Program

SOUL has been in operation since 1998, before such time when California law recognized a distinction between classroom-based and nonclassroom-based charter schools. Following the passage of SB 740 in 2001, and starting in May, 2003, SOUL has operated a nonclassroom based program and, during this time, has also been continuously awarded a nonclassroom-based funding determination by the California State Board of Education. This nonclassroom based program has and will continue to operate consistent with Education Code Section 47612.5(e)(2). As a nonclassroom-based charter school, SOUL affirms it shall continue to comply with all laws and regulations applicable to nonclassroom-based charter school programs and the offering of independent study, including Education Code Sections 47612.5, 47634.2, 51744 et seq., 5 California Code of Regulations ("CCR") Sections 11960, 11963-11963.7, 5 CCR 11701-11704.

SOUL operates a personalized learning program as an educational alternative to traditional classroom-based options in order to provide students access to programs that fit their needs. Students who choose to attend the Charter School do so because they seek a personalized learning program and SOUL's flexibility matches their needs.

Students in the personalized learning program are currently scheduled for a minimum of three hours of face-to-face, in person (synchronous) instruction per week, but are also able to access and benefit from the additional in-person services and support available any time SOUL's campus is open.

Prior to entering SOUL's personalized learning program, students often have a compelling reason or need for an alternative to a traditional school program, such as a physical disability,

pregnancy, lack of childcare, family hardship, or an identified personal, social, or mental health issue which prevents them from attending school on a daily basis.

SOUL's current versions of its Fresno EOC Board of Commissioners adopted Independent Study Policies and Independent Study Master Agreement are included in the Appendix. The Independent Study Master Agreement is consistent with the requirements of Education Code Section 51747. These policies describe the procedures by which independent study is implemented at SOUL.

Prior to the commencement of independent study, the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and, as applicable, the certificated employee who has been designated as having responsibility for the special education programming of independent study, will each sign the Independent Study Master Agreement. The Independent Study Master Agreement includes a statement that independent study is an optional educational alternative in which no pupil may be required to participate.

Further, the aforementioned policies and the Independent Study Master Agreement describe the following requirements:

- The maximum length of time, by grade level and type of program, that may elapse between the time an independent study assignment is made and the date by which the pupil must complete the assigned work.
    - Currently five (5) days.
- The number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the best interest of the pupil to remain in independent study, or whether they should return to a regular school program.
    - Currently two (2) assignments during any five (5) day period
- The manner, time, frequency, and place for submitting pupils' assignments and for reporting their progress.
- The objectives and methods of study for the pupil's work, and the methods utilized to evaluate that work.
- The specific resources, including materials and personnel that will be made available to the pupil.
- The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. The duration will be for no longer than one (1) school year.
- The number of course credits to be earned by the pupil upon completion of the agreement.

For independent study students, the Charter School may claim apportionment credit for independent study only to the extent of the time value of pupil or student work products, as personally judged in each instance by a certificated teacher, or the combined time value of pupil

work product and pupil participation in synchronous instruction pursuant to paragraph Education Code Section 51747.5(b).

In addition to the above procedures, which focus on students participating in long-term independent study via SOUL's personalized learning program, SOUL shall also offer short-term independent study from one (1) to fourteen (14) school days if needed based on the individual circumstances of a student.

Classroom-Based Program

In addition to its established nonclassroom-based, personalized learning program, SOUL also operates a classroom-based program as a separate and distinct educational option. This classroom-based instructional program provides students with a structured school day designed to support academic achievement through increased instructional time and direct teacher engagement. To enhance student learning and address academic needs, the school day has currently been extended to include a daily 45-minute intervention period. Administration works closely with classroom teachers to support the implementation of evidence-based instructional practices that are proven to improve student outcomes. To further meet the needs of its diverse student population, SOUL currently offers additional learning opportunities through Wednesday after school and Saturday school sessions. The classroom-based program also includes Career Technical Education ("CTE") courses, offering students access to industry-relevant skills and a path to earn a certification. While the classroom-based and personalized learning programs are operated independently, both are driven by a shared commitment to provide students with high-quality, flexible, and supportive educational experiences.

Hybrid Program

As part of its ongoing commitment to innovation and student-centered learning, SOUL has a Hybrid Program designed to bridge its classroom-based and personalized learning models. This program serves as a unique and integrated component, providing opportunities for students from both instructional options to collaborate in shared learning environments. The Hybrid Program creates structured group learning experiences that are intentionally geared toward career exploration, workforce readiness, and personal development. These collaborative sessions are scheduled during designated hybrid learning blocks and are facilitated by a combination of instructional staff, industry professionals, and community partners. The Hybrid Program not only promotes social connection and peer learning, but also reinforces SOUL's mission and provides equitable access to relevant, real-world learning opportunities that support students' academic, personal, and professional growth.

Curriculum

SOUL's science, math, English, and social science courses, as well as certain elective courses, are "a-g" approved via the University of California's High School Articulation Department. All students have the opportunity to take these courses. Curriculum for SOUL's core subjects is

aligned to the State Standards. Grade level standards are taught in all academic classes each day.

A majority of SOUL students enroll below grade level in all subjects. Consequently, supplemental materials are utilized to scaffold instructional material and facilitate student understanding of the subject matter, without compromising alignment with grade level standards. For example, a tenth grade student reading at the sixth grade level can still access and master tenth grade standards in English Language Arts, but the readability of the supplemental materials can be made more accessible for the student, based on their reading ability. All core curriculum materials are selected in accordance with the grade level content standards. SOUL's goal is to provide high quality, engaging materials that assist students in becoming proficient in all content areas and make progress toward mastering grade level standards. The chart below displays SOUL's currently adopted core instructional materials by subject.

Current Curriculum Selections

Subject Area	Currently Adopted Curriculum
English Language Arts	English 9-12 Responsive Education Solutions 2020 Listenwise Edge Read 180
Mathematics	Geometry Houghton Mifflin Harcourt, 2018 Algebra 1 Houghton Mifflin Harcourt, 2012 Algebra 2 Houghton Mifflin Harcourt, 2018 Consumer Math Globe Fearon, 2014 Focus on Personal Financial Literacy, 2024 Basic Math AGS, 2003 Math 180
Science	Inspire Earth Science McGraw Hill, 2020 Inspire Biology McGraw Hill, 2020 Environmental Science Savvas, 2021 Physical Science Globe Fearon, 1998
History/Social Science	World History McGraw Hill 2019 United States History McGraw Hill 2019 Economics Glencoe American Government Savvas 2019
Foreign Language	Asi se dice McGraw Hill 2016
Health	Teen Health Glencoe 2021

	Healthy Relationships Glencoe 2021
Visual and Performing Arts	Music Appreciation Imagine Learning Art 1 Imagine Learning
Multiple subjects	MyPath

SOUL's reflective lesson planning incorporates the State Standards in each unit of study, as well as incorporating differentiated instructional approaches for English Learners. SOUL works to ensure continued alignment of its curriculum and instructional delivery so all SOUL students have access to the State Standards. SOUL, which is fully accredited by the Western Association of School and Colleges ("WASC"), is actively committed to continuous academic improvement. Both WASC and the annual **Local Control and Accountability Plan ("**LCAP**")** update process provide structures for continuous school improvement as an ongoing process. SOUL engages in these processes to analyze, evaluate, and improve its instructional program. This analysis and reflection process has resulted in increased academic rigor through the development and implementation of best practices in curriculum and instruction.

While ethnic studies is already a current graduation requirement, moving forward and subject to appropriations by the state, the Charter School will comply with the requirements under AB 101 to offer a one-semester course in ethnic studies and require students complete the same as a graduation requirement commencing no later than with students graduating in the 2029-30 school year.

In addition, the Charter School will comply with requirements under AB 2927 to offer a one-semester course in personal finance by the 2027-28 school year and require that students complete the same as a graduation requirement commencing no later than with students graduating in the 2030-31 school year.

Scope and Sequence

Each year pacing calendars for each course are updated to ensure alignment of curriculum and instruction with grade level standards. Pacing calendars address specific standards over the course of the school year in a specified time frame. The pacing calendar describes when each standard should be taught, for how long, and shows the specific locations of each standard in the adopted curriculum materials. Supplementary materials continue to be created to address State Standards not adequately covered, or scaffolded, in the adopted curriculum.

Each course offered at SOUL has a developed scope and sequence, as well as a developed course description. Teachers use the scope and sequence as a pacing guide to deliver curriculum in alignment with the State Standards. Students are expected to demonstrate mastery of performance objectives in alignment with the skills, knowledge, and rigor required by the State Standards. Students are administered formative, benchmark, and summative assessments to determine if standards are being mastered and which skills need to be

re-taught. Students who fall below mastery level are given additional instruction and re-assessment in specific areas. Tutoring is currently available five days per week to all students who require additional assistance.

Students are assigned individualized targeted learning tasks in ELA and math via Imagine Learning's MyPath, Read180, and Math180. Supplementary materials are provided to address any State Standards not adequately covered in the adopted curriculum, or in cases where scaffolding is needed to meet students performing below grade level at their present levels.

Instruction

Teachers utilize differentiated and direct instruction to deliver common core lessons aligned to the State Standards. Daily objectives for lessons, checking for understanding, engagement strategies such as pair sharing and collaborative work, as well as the use of technology to extend and enhance learning can be observed in all classrooms. Reflective instructional plans, along with regular assessment of student learning and adjustments based on formative assessments, are used school wide.

Strategies are also utilized to engage students by using academic vocabulary, collaborating orally and encouraging interaction with others. Strategies are employed where students offer and justify opinions with evidence and oral presentations. This keeps students engaged while they collaborate and interact with each other. Integrated ELD strategies, such as contextualization and front-loading, are used across subjects.

Guest speakers and field trips are incorporated into the schedule to provide hands-on and real world experiences for specific careers. Staff meet to discuss student issues and to share best practices on a regular basis.

Teachers prepare lesson plans aligned to the State Standards. Plans include time for direct instruction, scaffolding as needed, consistent checking for understanding, student practice, and formative assessment. Reflective lesson plans incorporate student's prior performance on relevant summative and formative assessments. Lesson plans are developed to ensure each assignment is aligned with the applicable State Standards. This ensures all students, including students with disabilities and ELs, are meeting the State Standards for their individual grade levels.

Teachers also currently have daily tutorial hours after school for students in need of support and assign specific students to attend these sessions as needed.

Deconstruction of standards facilitates the identification of specific cognitive tasks and content details, as well as facilitating the creation of lessons with specific purpose. Deconstructing standards helps teachers process the learning outcomes and organize lessons strategically. With their smaller classes, teachers can easily recognize the needs of individual students. In small classes teachers are able to work one-on-one with students in class or in small groups to

ensure all students are learning. Checking for understanding, questioning, writing responses, guided questions and peer teaching are strategies used throughout lessons. Peer observations are done on a regular basis and plans are modified as needed, based on student performance. Students are placed in intervention classes when needed.

Use of Student Data to Support Teachers

Teachers routinely use data to guide instructional decisions and meet students' learning needs. Data is used as an ongoing tool to formulate strategies to raise student achievement and implement instructional changes. Assessments and assignments are provided to students that reflect what students understand and how they are mastering standards. All teachers are tasked with reviewing materials in light of student assessment data to determine if there is a need to modify curriculum resources to improve student accessibility and learning.

Data from classwork and homework assignments, MyPath progress, Read 180, Math 180 and daily interaction with students are all utilized to adjust teaching for the most effective delivery of curriculum. Information from the student's Pathways dashboard (i.e., registration/enrollment, student accommodations based on Individualized Education Programs ("IEPs"), and EL status) along with teacher/staff observation and parent feedback are also used to adjust teaching.

NWEA MAP scores and Lexile levels are used to determine student groups for many classes, and progress is monitored to move students between groups as needed.

Periodic (formative) assessments are given on a regular basis. If students do not perform well on an assessment, teachers reteach as needed to ensure students can access upcoming material and instruction.

SOUL's current Student Information System ("SIS"), School Pathways, is used to manage and organize data on all students, including student groups such as English Learners, students with 504 Plans and those with IEPs including accommodations and/or modifications. This SIS helps ensure assignments and instructional strategies are tailored to meet student's individual needs. As students show improvement or fall behind, teaching is adjusted as deemed necessary.

Student reading progress is continually monitored and recognized through assessments via NWEA, MyPath, Read 180, targeted learning tasks, and Lexile advancements. Lesson plans and curriculum are aligned with the State Standards. Discipline data and IEP information also help with strategies to improve instruction for students. Data provides teachers with information as to how students are progressing and what works in terms of improving student achievement, both for the whole class and for individual students. As data is gathered, teachers are able to modify teaching strategies, plans, objectives and expectations. The data received from NWEA and other more summative assessments also helps to drive the instruction. In addition:

- Attendance data is used to assist teachers in identifying students who are in need of make-up work and additional time (e.g. tutoring during the school week or on Saturdays)

- Behavioral and discipline data, as well as IEP's and 504 Plans, are used to help develop learning plans and strategies for supporting students with individualized needs and allow teachers to monitor their effectiveness.
- Reading, writing, and Lexile level data are used to determine complexity of documents, texts, strategic mixed-ability groupings of students, and scaffolding strategies to support struggling students.

During weekly meetings, the results from the assessments and sources noted above are discussed by teachers. Teachers review whether the current implementation of teaching strategies and curriculum are achieving the expected results. Improvements and suggestions are brainstormed by all teachers.

Lexile Levels as an Intervention Tool

Intervention is utilized based on scores from NWEA MAP and from Lexile levels assessed through MyPath. This data helps teachers determine if students need intervention, tutoring and/or modifications of work assignments and teaching strategies. Through the NWEA MAP pretest, a student's Lexile level is established and then used to set goals to progress toward career and college readiness. Diagnostic assessments for reading and math are also given at the beginning of the year through MyPath, and are used to assign targeted learning tasks to intervene via activities aimed at improving achievement so the student reaches the appropriate level of reading and math. Students work on these targeted learning tasks throughout the semester.

Lexile level measures the difficulty of texts and the reading capacity of students. By knowing students' Lexile levels, teachers can determine what strategies to incorporate into their lesson plans to help students build on vocabulary and comprehension, along with writing skills. Lexile levels are also important when the teacher is providing background knowledge and the purpose for reading the text. The Lexile score can be used as a screening tool for student performance to gain an understanding of the gaps in student skill levels. Lexile levels can be used to place students strategically for group work and projects. If students score low initially, they can be quickly assigned to an Intervention class and monitored to see if further assessment indicates the student is truly lacking grade level skills or if they are benefitting from the intervention.

Targeted Strategies Across All Subject Areas

The following strategies have been implemented across the curriculum in both core and elective subjects to increase reading levels and promote greater student engagement:

- Reading for meaning (active reading): identifying major ideas, purpose, themes; raising questions; making inferences, reading to improve Lexile levels;
- Relevant education: drawing connections with what students are learning in school to their own experiences, other texts, and the world. Academic vocabulary instruction with

tier two and three terms includes opportunity for meaning inquiry (synonyms, antonyms, examples, characteristics, etc.).

- Critical thinking: encouraging students to think of alternative answers, alternative strategies of problem-solving, and interrogating the validity of statements. Essential questions are asked in lessons to increase rigor in the classroom, make the content applicable to students' lives and increase academic achievement.
- Collaborative learning: project-based learning where students collaborate to complete a task, as well as hybrid classes where students work together to learn or practice a skill leading to increased college and career readiness.

Other Methods of Instructional Delivery

Imagine Learning/Edgenuity

Imagine Learning/Edgenuity is an online, web-based program used by SOUL students for credit recovery, CTE and select elective courses. The online, UC approved curriculum has enabled SOUL students to achieve success, learn at an individualized level and benefit from an instructional experience and pace that meets their unique needs. Students work on Imagine Learning both at school and at home. Imagine Learning provides 21st century learning opportunities for students whose academic needs stretch beyond the constraints of the traditional classroom. Since so many SOUL students are credit deficient, Imagine Learning provides an opportunity for students to retake a class they have previously failed while employing the accelerated use of technology, allowing students to complete each course at their own pace. Imagine Learning's self-paced interactive curriculum, along with its internet-based features, has proven successful for students in non-classroom based settings, as well as those who are credit deficient. The web-based curriculum is accessible from any internet connection. Imagine Learning includes courses in the core subjects of History, Math, English Language Arts, and Science, as well as a variety of electives.

Technology in Education

The School of Unlimited Learning has made a focused effort to integrate technology into the curriculum, especially in the core academic areas of reading and math. By using technology as a tool, SOUL students communicate effectively, work collaboratively, use critical and analytical thinking skills, and use information wisely and responsibly as they prepare to enter postsecondary education and the post high school work force. Staying up to date with technology and its relevant tools ensure SOUL students and teachers receive the most up to date information and are prepared for success after SOUL. SOUL's ultimate goal is to prepare its students for a prosperous and productive future in a rapidly changing world. Students are provided technology (laptops, hotspots) to take home to ensure equitable access to the educational program.

Technology is available to all students and teachers at a one-to-one or greater ratio. Each teacher is issued a laptop. Computers with internet access are available to students who need

to complete projects, conduct research, develop English and Math skills, or complete online credit recovery lessons. Computers are also located in all classrooms and all support staff offices for students to complete online career assessments. SOUL's online credit recovery program, as well as its web-based English and math intervention curriculum, is available to eligible students during and after traditional school hours. Computers are available to teachers and all students during school and after school hours.

During the school day students use technology in a variety of ways. Each classroom at SOUL is equipped with a projector. In SOUL's Reading Intervention classes, students reading below grade level utilize the Read180 web-based literacy program to develop their reading skills. All teachers have increased the use of various content area specific software programs to enhance instruction. Students use the internet to gather research for Science and English projects. In Social Science classes, students have access to computers to better understand maps, geographic features and concepts. Students use the computers to enhance reports and essays by using keyboarding and other technology skills.

All teachers integrate technology into instruction. Most teachers currently use the Internet to research curriculum topics and enhance lesson plans. They use email to communicate with colleagues and students. Teachers submit lesson plans to school administration via email, Dropbox, and Google Docs. Electronic bulletins (e.g ParentSquare) are used throughout the Charter School to share information. Some teachers use presentation software to introduce units of study in content area subjects, and have their students submit assignments electronically through email, or Google docs.

Elective Courses

SOUL continues to develop new elective courses for students in both the personalized learning and classroom-based programs. Elective courses, like all core courses, are taught by appropriately credentialed teachers. When looking at a student's transcript, elective courses include courses in core subjects that go beyond the graduation requirements. For instance, if a student only needs three years worth of math credits to graduate, but takes and passes four years of math coursework, the additional year of math may be displayed as elective credit. Beyond extra core classes, SOUL works to offer electives that meet student interests as having a choice in coursework and schedule aids in deepening student engagement in their own education.

In 2025-26, SOUL offered several electives, outside of core, A-G aligned subjects. These are listed in the 2025-26 Student Parent Handbook, mainly under the heading "Specialized Course Offerings," and include the following:

- Child Development/Child Care
- Driver's Education
- Ethnic Studies (graduation requirement)
- Film Appreciation

- First Aid/CPR
- Historical Literature
- Introduction to Trades
- Leadership
- Personal Finance (offered as an elective until it becomes a graduation requirement)
- Robotics
- Street Law

One area SOUL is working to expand elective options for students is in career-based education via Career Technical Education ("CTE") courses. These efforts are described below.

Career-Based Education

In response to the needs of its student population, SOUL is implementing a career-based education program that will ensure students are ready to enter the workforce once they complete their studies at SOUL. Upon enrollment, every student is administered the O-Net Career Assessment to help guide them in the development of a post-secondary plan, which includes the following.

1. 9th and 10th Grade Career Exploration: All 9th and 10th grade students will be offered a career-based class that aligns with their interests and career aspirations. These courses will:

    - Help students explore various career paths and understand the skills required in different fields.
    - Encourage career exploration through hands-on learning, guest speakers, and industry visits.
    - Foster soft skills such as communication, teamwork, and problem-solving, all of which are essential in any career.
    - Support resume development and interview skills.

    These classes will be designed to inspire students to take ownership of their career goals while equipping them with the essential tools to pursue further studies in their chosen paths.

2. 11th and 12th Grade Work-Based Learning: In an effort to bridge the gap between classroom learning and real-world experience, SOUL will be offering work-based learning opportunities for 11th and 12th grade students. These work-based learning opportunities will be coordinated through Fresno EOC and local businesses, allowing students to:

    - Gain first-hand experience in a professional environment.
    - Build practical skills in their field of interest.

    - Develop professional networks that may help with future employment opportunities.
    - Obtain mentorship from experienced professionals who can guide them in their career journey.

Students will receive academic credit for participating in these work-based learning opportunities, which will be closely monitored and evaluated by teachers and work-based learning coordinators. These internships will be structured to allow students to balance their academic workload while gaining valuable experience in their chosen field.

Implementation Plan:

- Curriculum Development: The Charter School will work with industry experts and local businesses to develop a curriculum that is both relevant and up to date with current trends and demands in various career fields.

- Partnerships with Local Businesses: Collaboration with Fresno EOC and local businesses is key for this program to maximize effectiveness. SOUL has formalized these partnerships to provide a variety of work-based learning opportunities, ensuring there is a diverse range of industries and career paths represented. Examples include:
    - Transit Department (shadow mechanics)
    - Food Services (prepare meals)
    - Health Services (work in clinics)
    - Communication Department (prepare and distribute multimedia materials)

- Partnership with Local Education Agencies: As of the finalization of this Petition, SOUL is collaborating with the Fresno County Superintendent of Schools to enhance the CTE courses and offerings at SOUL. FCSS will provide in-person, career-based and practicum experiences for students that will be in addition to the course work completed at SOUL. The initial plan for collaboration includes the following courses: Occupational Health and Safety (“OSHA”), First Aid and CPR, Food Safety, and Health Services.

- Student Selection and Placement: Students will have the opportunity to choose from a list of career paths and industries. They will undergo an application process where they can express their interest. Work-based learning coordinators will assist in matching them with appropriate classes and internships. Placement in work-based learning opportunities will be based on students' career preferences and academic standing.

- Faculty Training: Teachers and work-based learning coordinators will receive professional development to effectively manage and monitor these programs, ensuring students have a high-quality learning experience both in the classroom and during internships.

- Monitoring and Evaluation: The program's success will be monitored through feedback from students, businesses, and teachers. Regular evaluations will take place to ensure the program meets its objectives, and necessary adjustments will be made to improve its effectiveness.

Benefits:

1. Enhanced Career Readiness: This program will provide students with tools, skills, and experiences needed to pursue their career goals confidently, whether they choose to continue their education or enter the workforce directly after graduating from high school.
2. Stronger Partnerships with Local Businesses: The program will strengthen ties between the Charter School and the local business community, creating more opportunities for students to engage with professionals and gain insights into potential careers.
3. Increased Student Engagement: By allowing students to explore careers that align with their interests, they will be more engaged and motivated in their studies.
4. Improved Post-Graduation Outcomes: Students who have real-world experience in their chosen career field will be better prepared for success after graduation, whether they pursue further education or begin their careers immediately following graduation.

This career-based education program aims to provide an innovative approach to work-based learning by enhancing the school day and incorporating career-focused coursework and work-based internship experiences. By equipping students with both the knowledge and practical experience they need, this initiative will help prepare students for a more successful future in their chosen career paths.

Graduation Requirements

SOUL's current graduation requirements are described in the below table as well as further detailed in the Appendix.

Current SOUL Graduation Requirements Through the Class of 2028

Subject	Required Credits
English Language Arts	40 credits
Modern World History	10 credits
United States History	10 credits
American Government	5 credits
Economics	5 credits
Science	30 credits
Mathematics	30 credits
Physical Education	20 credits
Health/Sociology for Living	5 credits
Fine Arts or Foreign Language	10 credits
Electives	65 credits
Total	**230 credits**

Projected SOUL Graduation Requirements Starting with the Class of 2029

Subject	Required Credits
English Language Arts	40 credits
Modern World History	10 credits
United States History	10 credits
American Government	5 credits
Economics	5 credits
Science	30 credits
Mathematics	30 credits
Physical Education	20 credits
Health/Sociology for Living	5 credits
Ethnic Studies	5 credits
Fine Arts or Foreign Language	10 credits
Electives	60 credits
Total	**230 credits**

To support students with a realistic path to graduation, SOUL has articulated the number of credits a student must earn to be considered at each grade level served by SOUL. These grade level requirements are also outlined in the Appendix.

Grade Level	**10th grade**	**11th grade**	**12th grade**
Units needed to enter	50 credits	110 credits	170 credits

Serving All Students

The aim for every student at SOUL is grade level mastery of the State Standards for each subject, which is what all core academic courses at SOUL are aligned to. This allows students to graduate with a high school diploma and be prepared for their next step, whether that is postsecondary enrollment in college, an internship or apprenticeship, or entering the work force.

In alignment with SOUL's aim, the Charter School provides students with excellent teachers. SOUL's teachers are credentialed by the state and regularly access professional development in the pursuit of excellence in teaching. They record weekly, monthly, quarterly, and semester student progress results, and share them with the Principal, counseling staff, and parents. Effective teachers and highly effective instruction are two ingredients that increase the likelihood of student success.

In addition, SOUL closely monitors student academic performance and growth. NWEA MAP results document student progress in reading and math. The MAP pre-test is given within two weeks of a student enrolling in SOUL and the post-test is administered after ninety consecutive school days of a student's enrollment each school year. The data is analyzed and results are reported to all stakeholders. Formative, teacher administered assessments track student progress more frequently. Summative assessments are administered (and if appropriate, evaluated and analyzed) and disseminated by the counseling staff under the direction of the Principal. All state-mandated assessments are administered to students annually. Teachers and administrators analyze and evaluate data and, with teacher and student input, make recommendations for improvement in curriculum and instruction.

School Connectedness & Special Support Services

Beyond academic instruction and assessments, SOUL provides additional resources and support to students to increase their connectedness with SOUL and their education, further increasing the chances of success.

Most students who enroll at SOUL arrive having lacked an effective connection to the traditional high school setting, leaving them unmotivated and at risk of dropping out of high school. To address this, SOUL has developed a more diagnostic approach to providing intervention and support services to its students. In addition to the aforementioned intervention strategies dealing with a student's academic needs, special resources are made available to address the student's personal, social, mental, emotional, and in some cases, physical needs.

Many of SOUL's students have needs that reach far beyond a diagnosed deficiency in reading or math. Their educational shortcomings can usually be traced to a history of chronic truancy, often caused by insurmountable problems in the child's life that he/she has not been able to successfully overcome.

Learning best occurs when a student's social and emotional dynamics are conducive to learning. Unfortunately, many students come to SOUL unprepared to learn because of circumstances impacting their prior education experiences. With the help of the case managers at SOUL, along with a plethora of prescriptive supportive services, students receive the attention and assistance they need to overcome the barriers that have led to past educational struggles.

Each student receives case management services primarily aimed at cultivating a stronger personal and social acumen. Their ability to deal with what is often a dysfunctional environment is vital to their personal and academic development. Case managers work closely with students to access resources provided by Fresno EOC and other community agencies to address personal, family, social, and emotional needs.

In addition to case management services, SOUL offers mental health counseling as well as additional supportive services through Fresno State's Social Work program. Case managers are

available to every student at SOUL, regardless of which of the three programs the student is enrolled in. A family meeting is held upon enrollment, followed by several individual meetings, so a trusting relationship can be developed.

Due to the typical SOUL student's educational history, meeting with a SOUL case manager is often the first positive interaction parents have had with the educational system, sometimes in years. Case managers are well versed in student needs assessment and appropriate service and resource referrals. Many of these currently available referral based services are offered on, or near SOUL's campus such as:

- Mental health counseling, individualized and in groups, is provided by Integral Community Solutions Institute
- Personal coaching and support provided by Fresno State's Social Work Department interns
- Child care and child development classes offered by Fresno EOC's Head Start/Early Head Start Program at SOUL's Early Head Start child development center
- Health service needs provided by Fresno EOC's health clinic
- Housing and homelessness issues addressed by Fresno EOC's Housing Project services

Students and staff build partnerships with one another while students practice goal-setting by imagining their lives in the short term and begin to build the foundation for their future. The support of partnerships is invaluable for success. Learning how to work as a team helps with developing social skills and communication skills, and has proven to have a positive impact in the classroom.

SOUL's greatest resource is not merely an academic program that mirrors other traditional and non-traditional high schools. Rather, SOUL provides a wide variety of avenues designed to connect students to school, whether it be through delivery of special resources and support services, or through participation in extracurricular activities. SOUL's alternative educational setting is a vehicle of opportunity, providing students a path to success. SOUL delivers relevant prescriptive resources and services designed to increase school attendance, connectedness, and involvement in extracurricular activities. Services include home visits to identified truants, individualized counseling, parent engagement opportunities, and scheduled participation in extracurricular and community activities.

SOUL provides a host of opportunities designed to connect students with the concept of school, such as youth mentoring, career development, leadership, community service clubs, art, and sports. All of these programs work hand in hand to create a level of mutual respect among students and staff, and an atmosphere of engagement between students and their education. The personal relationships established in a small school setting allow for a greater understanding, acceptance, and tolerance among staff and students.

SOUL has developed an annual parent involvement plan, which encourages parents to attend scheduled meetings and activities throughout the year. Over the past five years, increased parent participation and communication with staff has correlated with increased student attendance, academic improvement, and positive student behavior and motivation. Truancy prevention efforts, pro-parent activities, academic support, and case management referrals have proven to lead to increased student attendance, an increased number of credits earned per semester, and more positive student behavior. SOUL organizes parent meetings focused on strategies and best practices that can be used in addressing a child's lack of engagement in regards to education. Graduation roadmaps are developed for all students and include parent meetings, case management support, academic, personal, and career counseling, and a variety of community service referrals to ensure a prescriptive course of action for each individual is prepared.

SOUL prides itself on developing strong connections with each of its students. Every student is encouraged to participate in extracurricular activities. Participating in activities outside of the classroom helps students develop a relationship with staff and the educational environment, while encouraging a passion for regular attendance and pride in their accomplishments. For those students wishing to participate in sports, SOUL's athletic program welcomes them, regardless of athletic ability or previous grade point average. Some students choose to pursue the arts. Students are given several opportunities throughout the year to showcase their talents. Some students opt to participate in leadership where they find meaningful volunteer opportunities in their own communities, via the support and teamwork of their SOUL peers and staff. Many students enroll in the career block classes where they can explore their strengths and interests, find meaning in their education, and grow through networks in the community.

As with traditional, comprehensive high schools, SOUL offers ample opportunities for student involvement. However, SOUL distinguishes itself through its individual encouragement and relationship building with its students, many of whom may have at other times felt isolated in the mainstream, and lacked investment in school or their education. SOUL has earned a reputation for its ability to promote connectedness and growth in student confidence, which make new students want to enroll and enrolled students want to continue attending school every day. It is the support and assistance from SOUL staff that help students ease their life stressors and free their minds to learn. It is then, and only then, that the classroom teachers can most successfully impart the knowledge and expertise of their course content with a level of enthusiasm and high expectations for student success. At that point students demonstrate an increase in motivation to do well, the confidence to put forth greater effort to build skills which have been lacking, and the spirit to strive for academic, personal, and social growth.

In addition to the support described above, SOUL strives to ensure students have the maximum amount of postsecondary options available upon high school graduation, including two- and four-year college enrollment. To this end, each family will receive information on how to complete and submit the Free Application for Federal Student Aid ("FAFSA") or California Dream Act Application annually, each year the student is enrolled. This notification occurs through the annual notice included in the Student and Family Handbook. This notice includes a

link to the relevant websites which provide an overview of the financial aid application process, including key deadlines, eligibility requirements, and resources for assistance. Further, to support students and families with completing and submitting these applications, the counseling department, via the Career Center, will provide one-on-one counseling to students and their families during their senior year.

Student Study Team

SOUL uses a systematic, problem-solving approach to assist students who are not making adequate progress. The Charter School implements appropriate interventions for a student at the earliest indication of student need in order to ensure the student's success. If students are experiencing academic, social/emotional, behavioral, attendance, health and/or other needs, a Student Study Team ("SST") meeting is held. The purpose of the Student Study Team is to:

1. Inform parents of their child's progress and offer suggestions which may reinforce academic success;

2. Lend ideas which support and/or modify the student's regular education program, and;

3. Decide whether or not assessment is needed to determine eligibility for Section 504 or for Special Education.

Anyone who has a concern for a student can refer that student for an SST meeting. This meeting, which includes the identified student, parent/guardian(s), teachers, a case manager, an administrator and any other pertinent personnel, acts as a forum for discussing identified concerns, as well as to consider all information relevant to the unique needs of the child. The team shares information about the student's strengths, their observations, and interventions/strategies that have been used in the past.

Following the initial SST meeting, the team monitors students' progress for a defined interval and then reconvenes to assess the effectiveness of planned interventions and support. The outcome of the second meeting is driven by the results achieved and could be additional support, a removal of support if the student is back on track, or other next steps which could include a referral for an assessment for eligibility for special education services.

The SST is a regular education function that addresses concerns and needs of identified students, and generates strategies for enhancing the success of the child. The SST tailors appropriate interventions to meet the unique needs of each student.

Students Achieving Below Grade Level

As noted, SOUL is a DASS program. The CDE notes that DASS is an "accountability school type for schools that serve high-risk students."[1] Given this, by design SOUL is meant to serve students who are almost all entering the Charter School achieving below grade level. This context is included in some of the DASS factors such as students who are credit deficient, drop outs, or truant.

The fact SOUL is a DASS program means the entirety of SOUL's program is designed to support students achieving below grade level. Thus, the whole of Element A of this Petition can be incorporated under this heading. While the full Educational Program of SOUL is not restated under here for efficiency, more specific information regarding support for students achieving below grade level has been included.

Following enrollment at SOUL, students who are achieving below grade level are identified through assessment results and teacher analysis of grades. In the personalized learning program SOUL also identifies students in need of additional support based on meeting attendance expectations and submitting all assigned work.

Students who are performing below grade level are assigned mandatory supplemental academic enrichment classes (intervention classes) in order to raise academic achievement. Intervention classes are used to bolster skills, mainly in math and reading, as a means of moving students toward achieving at grade level. Students also receive individualized tutoring as needed.

Students Achieving Above Grade Level

There are many opportunities for students to be challenged academically if they show they are performing above grade level. This is typically shown via assessment results and can also be demonstrated with completed coursework and overall grades.

Due to the nature of nonclassroom based learning, students at SOUL in the personalized learning program can complete courses in less than a typical semester or school year. This allows students to earn credits more rapidly than a seat-based program and students can potentially graduate early. High school students can also be eligible to take college classes at local community colleges. Additionally SOUL offers a wide range of elective options for students to select if their schedule allows it.

Beyond the above, Students who are identified as achieving above grade level based on assessment results have the option to participate in special curricular offerings and concurrent enrollment in Fresno City College classes. Students meet with the counseling staff to determine what plan is appropriate to promote continued academic challenges and educational success.

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[1] https://www.cde.ca.gov/ta/ac/dass.asp#:~:text=Accountability%20school%20type%20for%20schools%20that%20serve%20high%2Drisk%20students.

Parents are informed of optional programs and classes to further enhance their child's education and abilities.

Section 504 of the Rehabilitation Act

SOUL recognizes its legal responsibility to ensure that no one with a disability is excluded from participating in, or denied benefits of, any program of the Charter School. Disability in this context refers to a physical or mental impairment which substantially limits one or more major life activities, including, but not limited to, learning. Any student who has such an identified disability is eligible for accommodations by the Charter School under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

The SOUL 504 team is a multidisciplinary team composed of school staff members who are knowledgeable about the student being evaluated and who have an understanding of the evaluation data and placement options. The parent/guardian, as well as any other individuals pertinent to the well-being of the child, is encouraged to be involved in this process.

The 504 team reviews the student's existing academic, social and behavioral records, and makes a determination as to whether a 504 Plan is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services, those evaluations may be used to help determine eligibility under Section 504. The 504 team assesses the nature of the student's disability and the impact upon the student's education.

If the 504 team deems the student qualified, the team is responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a Free and Appropriate Public Education ("FAPE"). A 504 plan describes the Section 504 disability and provides a combination of services and/or accommodations necessary to enable the student to receive the maximum benefit from their education at SOUL.

All 504 team participants, parents/guardians, teachers and any other participants in the student's education are given a copy of the student's 504 Plan. A copy of the 504 Plan is maintained in the student's file. Each student's 504 Plan is reviewed at least once per year to determine its appropriateness, needed modifications, and the student's continued eligibility.

If during the evaluation or review, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA is made by the 504 team.

Serving Students with Disabilities

SOUL is compliant with all applicable state and federal laws in providing services to students with disabilities, including Section 504, the ADA, the IDEA, and all other civil rights enforced by the U.S. Department for Education Office of Civil Rights. SOUL functions as a school of the

District for purposes of providing special education and related services pursuant to Education Code Section 47641(b). It complies with all state and federal laws related to the provision of special education instruction and services. SOUL is a member of the Fresno Unified School District's Special Education Local Plan Area ("SELPA") and complies with all SELPA policies and procedures, and utilizes appropriate SELPA forms. SOUL is solely responsible for its compliance with Section 504 and the ADA. SOUL is responsible for ensuring its campus is accessible for all students with disabilities. Students with disabilities who enroll in SOUL shall be provided services as outlined in the Special Education Memorandum of Understanding ("MOU") with the Fresno Unified School District.

Services for Students under the IDEA

The Charter School provides special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA. The Charter School remains a public school of the District for purposes of Special Education pursuant to Education Code Section 47641(b). No student shall be denied enrollment based on disability. SOUL shall comply with the dispute resolution process of the SELPA.

As a public charter school of the District, solely for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b), in accordance with Education Code Section 47646 and 20 U.S.C. Section 1413, SOUL ensures the appropriate referral, assessment, IEP development, modification and implementation procedures.

SOUL acknowledges the importance of cooperating with the District to ensure FAPE is offered to Charter School students. The Charter School agrees to promptly respond to all District inquiries, to comply with reasonable District directives, and to allow the District access to Charter School students, staff, facilities, equipment and records.

Pursuant to the guidelines stipulated in the MOU between the School of Unlimited Learning and the Fresno Unified School District:

- Special Education Staff assigned by the Fresno Unified School District perform evaluations for students in need of annual, tri-annual and initial assessments.
- SOUL's Guidance Counselor, or other appointed staff, serves as a "designee" between FUSD and SOUL personnel. The designee is current with applicable federal and state laws and stays in close contact with SELPA staff to ensure compliance.
- All Individual Education Programs ("IEPs") are completed on SELPA forms.
- SELPA special education staff and the SOUL designee ensure SOUL teachers and administrators are given adequate notification of IEP meetings.
- The assigned SELPA special education staff inform SOUL's Principal, parents, and students of any IEP meetings. The designee assists as necessary to ensure parents are present at IEP meetings.

- The designee or SOUL registrar informs the assigned SELPA special education staff, or the District, immediately if a special education student disenrolls from SOUL or if a new special education student is enrolling at SOUL.
- The assigned SELPA special education staff inform the SOUL Principal and teachers of any accommodations and IEP requirements for special education students.
- All SOUL staff understand and comply with accommodations and/or modifications within a student's IEP or 504 plan. Teachers ensure substitute teachers are provided with information necessary to ensure full implementation of IEPs or 504 plans.
- All special education records are kept in a secure and locked cabinet. All appropriate SELPA staff have access to these records as needed.
- SOUL understands its responsibility to provide special education instruction and related services to students enrolled in the Charter School regardless of a student's district of residence.
- The SELPA school psychologist provides crisis counseling as needed.

Interim and Initial Placements of New Charter School Students

SOUL shall comply with Education Code Section 56325 with regard to students transferring into SOUL within the academic school year, and shall inform the SELPA as soon as possible of a student transferring to SOUL who may or is eligible for special education services.

In accordance with Education Code Section 56325(a)(1), for students who, within the same academic year, enroll in SOUL from another school district within the State, but outside of the SELPA, and who have a current IEP, the SELPA and SOUL shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the SELPA, via the IEP team, shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into SOUL from a District operated program under the SELPA within the same academic year, SOUL and the District shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the IEP team agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to SOUL with an IEP from outside of California during the same academic year, SOUL and the SELPA shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the student's parents/guardians, until the SELPA conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the SELPA, and develops a new IEP, if appropriate, that is consistent with federal and state law.

The Charter School shall notify a student's district of residence when a SWD transfers out of the Charter School, or otherwise leaves the Charter School. If the student transfers to a District program, SOUL will also notify the SELPA.

SSTs for Students in Special Education

For students in special education, the SST supports the provision of appropriate interventions and accommodations aligned to individual student needs and assists in determining whether additional evaluation or services may be required. The SST process is designed to ensure students receive timely support within the general education setting and that referrals to special education are data-driven and consistent with applicable state and federal requirements. SOUL's SST process is described on page 49 of this petition.

Serving English Learners

Overview

The School of Unlimited Learning meets all applicable legal requirements for English Learners as they pertain to annual notification to parents, student identification, placement, program options, ELD and core content instruction, teacher qualifications and training, re-classification to fluent-English proficient ("RFEP") status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School implements policies to ensure proper placement, evaluation, and communication regarding ELs and the rights of students and parents. ELs are identified through the Home Language Survey and the English Language Proficiency Assessments for California ("ELPAC"). SOUL has an EL Coordinator who oversees EL program implementation and ELD instruction. As part of SOUL's commitment to supporting language development, all ELs meet with the EL Coordinator for a minimum of 30 minutes each week (and greater minutes as indicated by individual student need) to work on targeted ELD strategies designed to support their academic growth and language proficiency. ELs are redesignated upon meeting the established criteria for reclassification.

Home Language Survey and Designation

The Charter School administers the Home Language Survey ("HLS") upon student enrollment into the Charter School. The HLS is collected from students for whom SOUL is their first public school in California. Upon enrollment, since prior experience in California public schools is not always known, every student is asked to complete a HLS and a student enrollment form, which includes additional questions regarding home language. Upon request, home language surveys are translated and provided in the students' home language.

The home language survey asks four questions that assist the Charter School in determining the appropriate follow-up for the student. The Home Language Survey serves to identify students who come from homes where a language other than English is spoken, and does so in a manner that is equitable, comprehensive, and not based upon assumptions or stereotypes.

The Home Language Survey is not used to assess or determine language proficiency. It is used as an indicator for additional assessment and data gathering.

If a student's collected Home Language Survey indicates a language other than English is spoken in the home, student academic records are reviewed to see if the student has been designated an English Learner at their previous school or district. Student records are also reviewed to obtain the student's proficiency level. If student records are not available, the student is referred for assessment to identify initial proficiency levels and determine if language support services are necessary, and if so, the degree of services offered.

English Language Proficiency Assessment

Students who have an established English Learner proficiency level and updated assessments are tested each year using the English Language Proficiency Assessments for California which is the required state test for English language proficiency that must be given to ELs. At SOUL, students also complete the NWEA Reading assessment multiple times a year. The results of these assessments, along with teacher recommendations, are used to determine whether the student meets the criterion for redesignation as fluent English proficient.

All ELs will be tested with the ELPAC. The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment ("IA")

The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student's time in the California public school system based upon the results of the Home Language Survey. The locally scored IA will be the official score. The IA is given once to students in grades K–12 whose primary language is not English to determine their English proficiency status.

- Summative Assessment ("SA")

ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results. The SA is used to measure how well ELs are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA are assessments administered in seven grade spans: K, 1, 2, 3-5, 6-8, 9-10, and 11-12. In grades served by SOUL, which are 9-12, the test is administered in

groups, exclusive of speaking, which is administered individually. The ELPAC IA and SA will be administered via a computer-based platform.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows throughout the school year.

The IA testing window will be year-round (July 1–June 30). Any student whose primary language is other than English as determined by the Home Language Survey and who has not previously been identified as an English Learner by a California public school, or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window will be a four-month window after January 1 (currently February 1–May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

The Charter School will notify all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results from the publisher. The ELPAC shall be used to fulfill the requirements under the Every Student Succeeds Act for annual English proficiency testing.

Educational Theory and Approach

SOUL's program for English Learners is designed to help students acquire fluency in English, to provide students with equal access to the academic core curriculum, and to help students maintain a positive self-concept. Students are taught the State Standards, which incorporate English Language Development Standards into daily instruction. The choice and combination of strategies used takes into consideration individual student needs, Federal, State, and local guidelines, academic best practices, and parent input.

SOUL provides both Designated and Integrated ELD to its ELs in each of the three instructional programs offered by the Charter School (personalized learning, hybrid program, and classroom-based program).

Differentiated Instruction for English Learners

All ELs have access to the core curriculum and grade level standards, and are also enrolled in Designated ELD instruction. SOUL's classroom–based program uses an immersion model for English Learners. Teachers identify all ELs in their classes and include in their lesson plans differentiated instruction to accommodate their needs. The differentiated instruction is designed at a readability level that accommodates ELs and, at the same time, ensures the core content is at grade level. Small class sizes allow for individualized learning and additional student support.

The SOUL model of differentiated instruction requires teachers to be flexible in their approach to teaching, curriculum adjustment, and presentation of information to English Learners. ELD curriculum is incorporated into every subject to increase reading skills. ELD strategies, such as contextualization and front-loading, are used across curriculum and subjects. All teachers display lesson objectives and standards relevant to the lesson. Daily essential questions to lessons, checking for understanding, pair sharing, collaborative work, and the use of technology can be observed in the educational setting. In addition to academic vocabulary reinforcement, teachers use adapted language to assist students in understanding content. Teachers also utilize visual aids to reinforce vocabulary acquisition.

In classes with English Learners, teachers use a variety of strategies to deliver Integrated ELD. These include, but not limited to, frequent modeling, multi-sensory instruction, and hands-on activities. They relate information, as much as is possible to their students' prior knowledge and they scaffold instruction. To enhance academic achievement, teachers create a language-rich learning environment with several different media (books, magazines, newspapers, audio-tapes, video tapes, and computer software), enabling students to access different learning styles and build connections. SOUL's annual professional development plan includes multiple ELD strategies and plans for successful implementation and incorporation into daily instruction.

Assessments are regularly utilized in all subject areas to monitor English Learners' attainment of literacy skills. Assessments may be formal (e.g. curriculum-embedded) or informal and formative, including checks for understanding, interviews, surveys, and performance assessments. Pre-assessments and ongoing formative assessments provide teachers tools for monitoring the progress of all students, including English Learners.

In 2017, SOUL adopted Listenwise, a listening comprehension platform available to advance literacy and learning. Listenwise improves English Learners' language skills with engaging listening practice, and assists students in building various depths of knowledge, from recall to strategic and extended thinking. In 2025, to further assist students, SOUL also adopted curriculum through Edge and Read 180.

Professional Development for Supporting English Learners

Teachers at SOUL receive ongoing training in ELD and differentiated instruction. This professional development is focused on equipping teachers with effective strategies to ensure all students, regardless of their English proficiency level, can access and engage with grade-level content. The training emphasizes the use of differentiated instruction tailored to the various ELD levels, promoting equitable learning outcomes for all English Learners. These sessions provide a collaborative space for teachers to refine instructional practices, review student progress, and implement data-driven strategies to better serve ELs.

Reclassification

The goal of the English Language Development program at SOUL is English Language proficiency and demonstration of mastery of grade-level standards. Through ongoing evaluation of formative assessments, such as the ELPAC, students are evaluated for reclassification through the stages of English proficiency. SOUL has adopted a standard for reclassification that includes academic performance on ELPAC, NWEA MAP, and CAASPP, as well as teacher evaluation.

An EL is eligible for reclassification based on the following criteria:

- Must have an overall performance level of 4 on their most recent ELPAC test, or an overall performance level of 3 on the Alternate ELPAC
- Must score 220 or higher on NWEA Reading test, or an equivalent score on the ELA CAASPP
- Completion of the Teacher recommendation for reclassification
- Parents are notified, and provided that they agree with the recommendation, their signature is obtained

Each English Learner who meets the established reclassification criteria is classified as Redesignated Fluent English Proficient. SOUL continues to track the academic progress of students who are redesignated for four years to ensure they continue to perform satisfactorily in their grade-level coursework without the additional support of the English Learner program.

Monitoring

Each year, administrative staff observe and evaluate teachers throughout the year to ensure appropriate placement and teaching practices targeted to ELs and other special populations. The EL Coordinator audits student files annually to ensure EL program documentation compliance. The audit ensures student files include assessment results, home language surveys, redesignation forms, and any other information pertinent to adequate program placement and compliance.

Additional Information Regarding English Learners

The Initial ELPAC is used to determine whether students are classified as an English Learner or as Initially Fluent English Proficient (“IFEP”). This assessment evaluates students’ abilities in listening, speaking, reading, and writing in English and provides information to guide instruction and inform parents or guardians of their child’s English language proficiency. The Initial ELPAC may be administered individually or in small groups, with the speaking portion administered one-on-one.

SOUL is dedicated to engaging, educating, and empowering all students, including English Learners, to foster English language development and academic achievement as the Charter School desires for every student to be college, workforce, and life-ready.

All English Learners receive ELD instruction until they meet the criteria for reclassification. Based on multiple data points, including Summative ELPAC performance levels, the ELD team (currently consisting of at least the Principal, counselors, and ELD Coordinator) determines the appropriate level of ELD support.

At SOUL, English Learners receive Designated ELD instruction through a Structured English Immersion ("SEI") course or small-group instruction. SEI provides nearly all instruction in English using curriculum and strategies designed to support language acquisition. Instruction is delivered by appropriately credentialed teachers and continues until the student is reclassified as fluent English proficient.

Designated ELD includes purposeful placement by English language proficiency level:

- Levels 1–2: Emerging/Expanding
- Levels 3–4: Expanding/Bridging

ELD instruction emphasizes direct teaching of English language structures within meaningful contexts and extensive oral language practice to promote accuracy and fluency.

English Learners have full and equitable access to the core academic curriculum, including A-G aligned courses, electives, college-preparatory pathways, and accelerated coursework such as that described in the above section for students achieving above grade level. Designated ELD instruction is scheduled to ensure it does not prevent students from participating in required or advanced courses.

SOUL ensures English Learners with disabilities participate meaningfully in the ELPAC and, if required by an IEP, the Alternate ELPAC. Designated supports and accommodations are provided for students with IEPs or 504 Plans in accordance with each plan and CDE guidelines.

Decisions regarding ELPAC participation, designated supports, and accommodations are made by the student's IEP or Section 504 team based on documented individual needs. Supports and accommodations align with those used during classroom instruction and are selected to provide access to the assessment without altering the construct being measured, which is English language proficiency.

Designated supports may include flexible scheduling or setting, additional breaks, assistive devices regularly used during instruction, and read-aloud of directions, as permitted. Accommodations for eligible students may include extended time, alternate response formats, assistive technology, and special formats such as large print or Braille when documented in the IEP or Section 504 Plan.

All supports and accommodations are documented and implemented by trained staff to ensure test security, standardization, and validity. SOUL remains committed to equitable assessment practices that allow ELs with disabilities to demonstrate their English language proficiency accurately.

SOUL's Governing Board has approved the current LCAP, which includes documented goals, actions, services, and expenditures specifically addressing the needs of English Learners. The LCAP demonstrates a clear commitment to English Learner progress through targeted support, professional development, and measurable outcomes aligned to student language development and reclassification rate goals.

SOUL provides written notice to parents of English Learners regarding language acquisition programs, assessment, placement procedures, and parental rights. English Learners are enrolled in an SEI program that includes Designated and Integrated ELD instruction based on student need and current levels of performance. Parents are informed of assessment results, program placement, and their right to request an alternative language acquisition program, if available, in accordance with state and federal requirements.

SOUL ensures instructional coherence through collaboration between classroom teachers, ELD support staff, and instructional leadership. Ongoing data review, including formative assessments, ELPAC results, and classroom evidence, guides instructional decisions, grouping, and pacing for Designated ELD instruction.

By intentionally connecting Integrated and Designated ELD, SOUL ensures Designated ELD is not isolated or remedial, but rather purposefully driven by classroom instruction, supporting English Learners in developing the academic language necessary for success across the curriculum and progress toward reclassification.

SOUL provides daily Designated ELD instruction aligned to the California ELD Standards and informed by students' ELPAC proficiency levels. English Learners receive targeted instruction at the Emerging, Expanding, and Bridging levels, with support and instructional strategies adjusted to address individual language development needs. Student progress is monitored through assessment data and ongoing formative measures to inform instruction and support reclassification.

SOUL uses ELPAC results, reclassification data, the performance of RFEP students, English Learner graduation rates, and analytic reviews to identify instructional and programmatic adjustments needed to support English Learners. Adjustments include differentiated Designated and Integrated ELD instruction, targeted interventions, and expanded language supports for students demonstrating limited progress. Data is reviewed regularly to ensure English Learners overcome language barriers and progress toward English proficiency and academic success within a reasonable timeframe.

SOUL uses multiple measures, including ELPAC results, academic performance, and formative assessments, to determine when English Learners may exit intervention services. Exit decisions are made collaboratively and followed by continued monitoring via Integrated ELD instruction to ensure sustained progress as well as timely support if additional needs arise.

The Charter School differentiates instruction and materials for English Learners by embedding Integrated ELD within all content classes and providing targeted Designated ELD aligned to ELPAC proficiency levels. Instructional strategies include structured academic discourse, scaffolded reading/writing of complex texts, explicit vocabulary and language forms, and adapted materials (tiered readings, models, visuals). Teachers monitor progress using ELPAC and classroom evidence to adjust supports, ensuring ELs access rigorous coursework, meet graduation requirements, and progress toward reclassification.

Personalized Learning Program Attendance Expectations and Requirements

Students cannot learn if they are not actively participating in their own learning. Every SOUL student participating in the non-classroom based program is expected to engage in their classes with the required frequency articulated in their independent study master agreement and attend their scheduled appointments on time and prepared to work with appropriate materials and assignments. Parent conferences are scheduled for students demonstrating attendance challenges and/or truancy. Attendance contracts are used to help students set goals and plan strategies for improvement.

When a student is absent from a scheduled appointment, the teacher calls the student's home during the time of the missed appointment to determine the reason for the absence. Teachers give students an opportunity to reschedule their appointment within the same week. It is considered an absence if a student does not meet with their teacher at least once per week. Every effort is made to encourage students to keep their appointment and complete all assigned work. Students are also able to reschedule their weekly appointment to ensure time with their teacher is preserved.

SOUL currently has a four-step attendance policy. This policy is below and is in the Charter School's 2025-26 Student Parent Handbook.

Step 1: Student fails to attend the scheduled meeting, if not rescheduled, or fails to attend the rescheduled meeting - Teacher puts the student on an Attendance Warning ("Warning") to address their lack of attendance and the parent/guardian is contacted.

Step 2: If the student has an absence following the Warning, then the student is placed on an Attendance Agreement ("Agreement"). Students and parents/guardians are notified.

Step 3: If the student fails to comply with the Agreement they will be referred to the Guidance Dean for a meeting that includes the student and their parent/guardian to address the absences and attendance.

Step 4: If the student has further absences it may be determined it is not in the best interest of the student to continue in personalized learning.

In the above steps an absence refers to a student missing a meeting with their teacher.

Notice to Parents of Student Transferability

Upon enrolling their child in SOUL and each year thereafter, parents are notified during a scheduled orientation of the transferability of SOUL's coursework to other public high schools and SOUL's status for "a-g" approved courses. Information in regards to course transferability to other schools and eligibility of courses in meeting college entrance requirements is also made available to parents at scheduled parent meetings and upon parental request. Each school year, each student and their parent/guardian receive a parent/student handbook that outlines each of the courses offered at SOUL.

If a student expresses a desire to return to their high school of residence or another educational option, every effort is made to collaborate with the receiving school's counseling staff to ensure a seamless transition for the student. Upon request, a withdrawal form and transcript are provided to the parent and an official copy is sent to the student's new school of attendance. Every effort is made on behalf of SOUL staff to counsel the student and family regarding the option of transferring from SOUL to ensure it is an appropriate choice for their academic success.

SOUL encourages all students to pursue the academic setting most beneficial to them. Historically, a small percentage of SOUL students return to a traditional high school. Twelfth grade students who transfer out of SOUL typically attend another charter school, an adult school program, or, unfortunately, drop out of high school. In some cases, 9th, 10th and 11th grade students who choose to return to a traditional school will re-enroll at SOUL at a later time.

Professional Development

Prior to each school year, teachers and staff participate in a professional development intensive series focused on schoolwide goals, WASC Schoolwide Learner Outcomes, LCAP goals, metrics, and actions, as well as a data review, including student achievement, attendance, and outcome results. This professional development time also includes targeted training in literacy, ELD strategies, and best practices for instruction for students with disabilities. For the 2025-26 school year this beginning of the year professional development consisted of five consecutive days for staff.

SOUL also uses professional development time to discuss and make adjustments to programs in ways that respond to the needs and desires of students, parents/guardians, community partners, teachers, and staff.

During the school year SOUL also provides teachers and staff professional development opportunities. This currently consists of multiple full days planned for the 2025-26 school year where staff are on site with no students. Much of this time is spent examining student performance via the most readily available data, identifying what is and is not working, and making instructional adjustments to increase the effectiveness of SOUL's academic program.

Professional development is also provided to the staff through several avenues including, but not limited to, Fresno EOC Human Resources Department, Fresno EOC Information Technology Department, SOUL administrative staff, or contracted professionals.

Charter School Goals, Measurable Outcomes, and Methods of Measurement

For purposes of this renewal, insofar as the law has changed in relation to the Eight State Priorities and law related to the Charter School's goals, measurable outcomes, and methods of measurement, pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), a reasonably comprehensive description of the Charter School's operative annual goals, actions and measurable outcomes, both schoolwide and for each subgroup of pupils, in and aligned with the Eight State Priorities as described in Education Code Section 52060(d), can be found in the Charter School's LCAP, which is included in the Appendix. Each of these goals addresses the unique needs of all students attending the Charter School, including numerically significant student subgroups. The current LCAP is on file with the District and is prominently posted on the Charter School's website.

ELEMENT B: MEASURABLE PUPIL OUTCOMES

Governing Law: "The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school." Education Code Section 47605(c)(5)(B)

Local Control and Accountability Plan and Alignment of Outcomes to the Eight State Priorities

Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), a reasonably comprehensive description of the Charter School's annual goals, actions and measurable outcomes, both schoolwide and for each subgroup of pupils, in and aligned with the Eight State Priorities, as described in Education Code Section 52060(d), that apply for the grade levels served, can be found in the Charter School's LCAP. Each of these goals addresses the unique needs of students attending the Charter School, including numerically significant student subgroups.

The metrics associated with the goals in the LCAP help the Charter School ensure specific subgroups are making satisfactory progress and are provided with necessary additional support made possible by additional funds from the Local Control Funding Formula.

The current LCAP is on file with the District and is also available on the Charter School's website. A copy of the 2025-26 LCAP is also included in the Appendix.

The current LCAP goals are listed below. These goals are both for all students (schoolwide) and for all significant subgroups:

Goal 1: All students will demonstrate growth towards grade level in Reading and Math.

Goal 2: SOUL will provide engagement opportunities for students and Educational Partners (parents, students, staff, community members, and organizations) and promote a positive school climate to encourage student success.

Goal 3: SOUL students will have access to develop skills and knowledge necessary to be responsible and productive citizens post-graduation.

Metrics are included and used to track progress towards achieving the LCAP goal. In addition to the goals and metrics, the LCAP includes actions that align to the metrics and thus contribute to

achieving the stated goals. The Charter School monitors both the input (action) listed in the LCAP and the output (the result) to evaluate the effectiveness of each action. For students not making sufficient progress, a variety of supports are provided as outlined in Element A of this Petition. All LCAP goals continue to align to the Eight State Priorities as applicable to a school serving students in grades 9-12.

In order to best serve students and the Charter School's community, SOUL will continue to examine and refine the list of student outcomes over time to reflect the Charter School's mission and any changes to state standards that may support this mission.

The Charter School shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the Petition through the annual LCAP update. The Charter School shall submit the LCAP to the District and FCSS annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year as part of a nonconsent item at a regularly scheduled Fresno EOC Board of Commissioners' meeting.

The LCAP shall be maintained by the Charter School and any revisions necessary to implement the LCAP shall not be considered a material revision to the Petition.

ELEMENT C: METHODS OF MEASUREMENT

Governing Law: "The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card." Education Code Section 47605(c)(5)(C).

The following will be used to measure and assess student's progress in meeting the Charter School's goals, as articulated in Element B and in the Charter School's LCAP. A variety of assessments and reports will be analyzed to determine whether students are making satisfactory progress.

Methods of Assessment

A. Mandated Assessments

As required by law, students at the Charter School participate in the CAASPP, California Science Test ("CAST"), ELPAC, the Physical Fitness Test ("PFT"), and all other mandated assessments. The Charter School complies with all State Standards and conducts the pupil assessments required pursuant to Education Code Section 60605, as well as other statewide standards authorized in statute or student assessments applicable to students in non-charter public schools.

The Charter School affirms the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on the school accountability report card ("SARC").

B. School Accountability Report Card

The annual SARC is developed and made available to parents and the community. This report is approved by the Fresno EOC Board of Commissioners on an annual basis and posted on the Charter School's website.

Summary of Methods of Measurement

The table below summarizes the current methods for measuring pupil outcomes for state priorities, consistent with the way information is reported on the SARC.

Assessment	Purpose	Grade	Timeline/ Frequency	Expectation
ELPAC IA	The ELPAC IA is used to identify students as either an EL, or as fluent in English.	9-12, as prescribed	First 30 days of enrollment	Students are identified as either scoring Initially Fluent or English Learner.
ELPAC SA	The ELPAC SA is to measure how well ELs are progressing with English development in each of the four domains.	9-12, every year until reclassified as fluent English proficient	Once a year	The results are used as one criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.
CAASPP	State criterion-based assessment in ELA	11	Spring/Once a year	Measure student proficiency in ELA
CAASPP	State criterion-based assessment in Math	11	Spring/Once a year	Measure student proficiency in Math
CAST	State criterion-based assessment in Science	Once in high school	Spring/Once a year	Measure student proficiency in Science
PFT	State criterion-based assessment in Physical Fitness	9	Spring/Once a year	Students demonstrate levels of health-related fitness

NWEA MAP	Assessment measuring academic growth within each school year in ELA and math	9-12	Multiple times each year (Fall, Winter, Spring)	On average, students will demonstrate one or more years of progress in reading and math for each year of enrollment

Reporting and Use Of Data

Student performance data will be collected, analyzed and reported each year to SOUL's stakeholder groups, including SOUL staff, the SOUL Governing Council, students, parents, and the Fresno EOC Board of Commissioners. Reporting will measure and depict actual performance rates compared to goals. Intervention strategies will be implemented to increase student achievement if goals are not met.

Beyond the reporting described above, data is used in a multitude of ways at SOUL, which is also described in Element A of this Petition. Teachers engage in collaborative Professional Learning Communities ("PLC") using their shared expertise as a resource to analyze and disaggregate data. Once data is reviewed, teacher coaching and feedback is provided, including by teachers to each other. The "Plan-Do-Study-Act" continuous improvement cycle is regularly applied to student data results and the relationship of results to instructional strategies utilized. Formative and summative assessments are calendared to ensure prompt availability for PLC use. That data determines what are the best practices for SOUL students to access the curriculum.

ELEMENT D: GOVERNANCE AND PARENTAL INVOLVEMENT

Governing Law: "The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement." Education Code Section 47605(c)(5)(D)

The Charter School is and will continue to operate as a directly funded independent charter school and will be operated by Fresno EOC. As Fresno EOC has significant community-related operations that are unrelated to the operation of a charter school, Fresno EOC compiles with Education Code Section 47604.1(e), which addresses procedures and requirements "[t]o the extent a governing body of a charter school or an entity managing a charter school engages in activities that are unrelated to a charter school." As addressed in the Fresno EOC's bylaws, the Fresno EOC Board segregates these operations through a "committee of the whole." As the bylaws state, "The School of Unlimited Learning … Charter School Committee shall be composed of all Board Members. This Committee shall serve as the managing entity of SOUL." In other words, the Charter School Committee is coextensive with the Board itself. The Committee enables the Fresno EOC to effectively segregate its governance of charter matters from non-charter matters, and at all times, the Committee is exercising the full authority of the Fresno EOC Board as the Committee is comprised of Fresno EOC Board members. The Committee identified in the bylaws is distinct from the Governing Council, addressed below, which is an advisory group to the Fresno EOC (acting through the Committee). For the avoidance of doubt, the Fresno EOC is the managing entity of the Charter School responsible for compliance with all applicable laws pertaining to such a managing entity, and the Fresno EOC performs that management through the Committee. All references in this Petition to the Fresno EOC Board of Commissioners as responsible for compliance or action is therefore accurate for the reasons described.

Fresno EOC, founded in 1965, is a 501(c)(3) non-profit organization, and is one of the nation's largest Community Action agencies. Fresno EOC's Board of Commissioners ("Board") provides governance for and ultimate oversight of the School of Unlimited Learning.

The Charter School will operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as may be negotiated between the District and the Charter School. Pursuant to Education Code Section 47604(d), the District shall not be liable for the debts and obligations of the Charter School, operated by a California non-profit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School, as long as the District has complied with all oversight responsibilities required by law.

The Appendix includes the current bylaws for the Board ("Bylaws") and the Governing Council. In addition, the Fresno EOC's articles of incorporation are also in the Appendix.

The Board governs in accordance with its adopted Bylaws, which shall be consistent with the terms of this Petition and applicable law. The Board may not revise its Bylaws or other corporate governance documents in a manner that would constitute a material revision to the Petition without first obtaining approval through the material revision process.

Board Responsibilities

The Fresno EOC Board of Commissioners is responsible for the operation and fiscal affairs of the Charter School including but not limited to:

- Hire, supervise, evaluate and discipline, up to and including terminate, the Principal.
- Approve all contractual agreements in accordance with the current fiscal policies of the Charter School, which may be updated from time to time.
- Approve and monitor the implementation of all Board policies.
- Approve and monitor the Charter School's annual budget and budget revisions.
- Act as a fiscal agent.
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices.
- Execute all applicable responsibilities provided for in the California Corporations Code.
- Approve the schedule of Board meetings.
- Participate in the dispute resolution procedure and complaint procedures when necessary.
- Participate in the expulsion process when necessary.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with the purposes for which charter schools are established.

All acts or decisions of the Board are by majority vote based upon the presence of a quorum. A majority of the voting members of the Board then in office shall constitute a quorum. Should there be less than a quorum of the members of the Board present at any meeting, the meeting shall be adjourned.

The Board receives professional development for the purposes of training individual board members on their responsibilities with topics to include at minimum ethics, conflicts of interest, and the Brown Act. This professional development takes place annually or as frequently as is required by law. The Board shall specifically comply with the requirements of AB 2158 to receive two hours of qualifying training on ethics topics and other topics indicated by law and guidance of the Attorney General and the Fair Political Practices commission; such two hours of training shall be completed by Board members by January 1, 2026 and at least once every two-years thereafter.

Pursuant to Education Code Section 47604(c), the District Board has the right to appoint one representative to the Board. This representative shall serve at the discretion of the

District Board and not be subject to the appointment procedures or term limits of the Bylaws applicable to other Board members. For the avoidance of doubt, such District-appointed representative shall otherwise be subject to compliance with all applicable California laws and standards applicable to charter school board members, e.g., Brown Act requirements, the Political Reform Act, the provisions of the Corporations Code applicable to nonprofit public benefit corporations.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

Governing Council

The Governing Council ("Council"), is an advisory council which regularly reviews all Charter School operational, programmatic, and fiscal matters. The Council makes recommendations while the Fresno EOC Board of Commissioners retains the authority for final approval. The Council is currently comprised of representatives from the following interest groups and organizations:

- Parents, students, and staff from the School of Unlimited Learning.
- Advisory board members or administrators from Fresno EOC programs focused on children and youth.
- At least one member of the Fresno EOC Board of Commissioners.
- Educators or administrators from the District, FCSS, Fresno City College, and other school districts in Fresno County with a substantial interest in student achievement.
- Educators, administrators, researchers from public and private universities, with a significant interest in student achievement, school-to-career articulation, or education reform.
- Business and industry employers who are committed to developing a qualified workforce.
- Public officials, volunteers, mentors, or other members of the community with an interest in student success.

The Council is responsible for reviewing the fiscal and programmatic policies and operations of the School of Unlimited Learning, and for providing reports and recommendations to the Fresno EOC Board of Commissioners, which retains legal responsibility for the fiscal and programmatic operations of the School of Unlimited Learning.

The provisions and limitations of Education Code Section 47604.1(d) regarding employees who serve on a charter school governing body shall at all times apply with full force and effect to employees of FEOC and/or SOUL.

Compliance with Applicable Laws Regarding Transparency and Conflicts of Interest

All meetings of both the Council and the Board are conducted in accordance with and pursuant to the Ralph M. Brown Act, Education Code Section 47604.1, and other applicable open meeting laws.

The Charter School has adopted a Conflict of Interest Code that complies with the Political Reform Act and the Charter School complies with Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1, and Corporations Code conflict of interest rules, and which shall be updated with any charter school-specific conflict of interest laws or regulations. As required, the Conflict of Interest Code will be submitted to the County Board of Supervisors for approval.

Further, since it is responsible for the entire Fresno EOC organization, the Board has instituted several policies ensuring the prevention of fraud, embezzlement, and conflict of interest. The Board has adopted a conflict of interest policy. In addition, Fresno EOC's accounting policy implements and monitors internal controls through a combination of segregation of duties, physical security protocols, authorization hierarchies, and ethical codes. These measures prevent, or significantly reduce the likelihood of fraud or embezzlement by ensuring no single individual has sole control over financial transactions.

The Principal

The Principal, who also acts as SOUL's Chief Academic Officer, is the leader of the Charter School and reports directly to the Board. The Principal is responsible for the orderly operation of the Charter School and the supervision of all employees of the Charter School.

The Principal is assigned to perform assigned tasks directed from the Board and is required to undertake some or all of the tasks detailed below, per the position's current job description. These tasks may include but are not limited to the following:

Leadership and Vision

- Ensure academic excellence and promote the mission and vision of SOUL.
- Provide strategic leadership in curriculum development, staff development, and student achievement.
- Provide instructional leadership and foster a culture of high expectations for both students and staff.
- Lead and manage the daily operations of classroom-based, non-classroom-based independent study programs, and hybrid programs, ensuring high-quality academic instruction.
- Oversee the development and implementation of policies, procedures, and the pursuit of academic goals.

Curriculum and Instruction

- Ensure curricula for both classroom-based and independent study programs meet State Standards and cater to students' individual learning styles and needs.
- Lead ongoing review and refinement of instructional practices to support student engagement and achievement.
- Develop innovative strategies to address diverse student needs, including intervention and support for struggling learners and accelerated programs for advanced students.
- Foster an inclusive, innovative learning environment that meets the needs of diverse learners, families and staff.

Staff Management and Development

- Supervise assigned staff, recruitment, performance management and other personnel processes.
- Recruit, mentor, and evaluate highly qualified teachers and support staff.
- Design and implement professional development programs that align with instructional goals and staff needs.
- Support staff's professional growth by fostering a collaborative and supportive professional learning community among faculty and staff which includes training, mentoring, and career advancement.

Student Achievement and Assessment

- Analyze student performance data and use it to guide instructional decisions and school enhancements.
- Oversee the implementation of assessment and accountability systems, ensuring compliance with state testing and other evaluation metrics.
- Develop individualized support plans for students in need of additional academic support or enrichment opportunities.

Student and Family Engagement

- Promote strong relationships between SOUL, families, and the community.
- Engage parents/guardians in the educational process through regular communication of policies, achievements, and involvement opportunities.
- Ensure all students, regardless of background, have access to educational resources and opportunities to succeed, including guidance, mental health and counseling services.

Compliance and Reporting

- Ensure adherence to the Petition, District, and state policies and regulations.

- Prepare and accurately submit all necessary compliance reports (renewals, LCAP, etc), including those related to attendance, academic performance, and budgeting in a timely fashion.
- Oversee the accreditation process and ensure ongoing compliance with accrediting bodies.

Operations and Financial Oversight

- Ensure compliance with applicable regulations and requirements.
- Collaborate with the SOUL's Governing Council, the Board, and administrative team to manage budgets and allocate resources effectively.
- Oversee SOUL's operational processes, including scheduling, staffing, and facilities management.
- Ensure fiscal accountability and responsible financial management of resources.

Parental Involvement

Parent involvement is essential to student success. Effectively engaging parents in the education of their children has the potential of reforming public education. Beyond the opportunities described above for parental involvement in the Council, parents/guardians are encouraged to participate in the education of their child through a variety of avenues. While encouraged, parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]

In accordance with Federal Title 1 requirements, the School of Unlimited Learning has developed a written Parent Involvement Policy ("PIP"), which describes how SOUL involves parents to improve student academic achievement and the Charter School's performance. The PIP includes a variety of ways parents can become actively involved in their child's educational experience at SOUL. The PIP is designed to help build the Charter School's and parents' capacity for increased parent involvement. In the spring of each year, SOUL conducts an annual review of the content and effectiveness of the PIP and uses the findings of the evaluation, including feedback from parents and guardians, to design more effective opportunities for parental involvement to increase student academic success.

Parent involvement is crucial to school improvement. Throughout the school year there are several opportunities for parent participation. Regularly scheduled parent meetings, schoolwide assemblies, and Student Study Teams are many of the ways parents can participate regularly. SOUL makes a concentrated effort to maximize parent involvement, especially parents of ELs.

Parent Involvement Opportunities

Governing Council

Parent involvement is essential to the success of the School of Unlimited Learning. Parent and student representatives are asked to participate in the Governing Council.

SOUL Parent Advisory Meetings

Parent meetings are held regularly throughout the year. The meeting times and dates are determined by the parents completing a questionnaire when enrolling their child or at the annual Back to School Night. The meetings focus on information pertinent to parents, such as school improvement efforts, mandated testing, and school policies and procedures.

English Learner Advisory Committee

SOUL makes a concentrated effort to maximize parent involvement and participation for parents of ELs. A Bilingual Advisory Committee was originally established, and it has now become the English Language Advisory Committee ("ELAC"). The ELAC is meant to further engage parents of English Learners. This group has active input along with all parents, staff, students, and the community stakeholders, into SOUL's annual LCAP.

Parent Learning

Parents have active participation in selecting placement options with their child. Regular attendance, providing basic clothing and supplies, assisting with homework, and taking a personal interest in the academic advancement of their child are strongly encouraged.

Parent Communication

Parents are kept abreast of school activities, events, and the educational progress of their child. The student's case manager, teachers, school administration, and counseling staff initiate contact with parents through phone, mail, email, electronic communication platforms (e.g. websites, social media), and/or personal visits. Communication between the Charter School and home is regular and meaningful, thus providing a foundation of trust and collaboration. As parents and educators successfully correspond, problems are more readily resolved and students make greater academic progress.

Volunteering

Parents can help the Charter School through assisting in the classroom, in other learning environments, in co-curricular and extra-curricular activities, volunteering to assist with clerical tasks, sharing special skills or knowledge, or mentoring other youth. Regarding parent volunteers, SOUL is clear that, in accordance with Education Code Sections 49011 and

47605(e)(2)(B)(iv), the Charter School shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

Assurance of Parental Commitment

Enrollment in the School of Unlimited Learning is an acknowledgement by the parent/guardian that they:

- Are willing to remain/become active in the learning of their child while they are enrolled in the Charter School.
- Understand and support the distinctive nature of the Charter School, including any independent study master agreement, and agree to adhere to the Charter School's policies and procedures.
- Receive and read a Parent/Student/Teacher handbook that includes SOUL's policies and procedures, as well as graduation requirements and courses offered.

ELEMENT E: EMPLOYEE QUALIFICATIONS

Governing Law: "The qualifications to be met by individuals to be employed by the charter school." Education Code Section 47605(c)(5)(E)

The Fresno Economic Opportunities Commission is solely responsible for the hiring of all Charter School staff, the setting of qualifications consistent with this Petition and state/federal education laws, and the establishment and administration of employee compensation scales and benefits. Personnel administration is conducted in accordance with Fresno EOC personnel policies and procedures, as well as any School of Unlimited Learning administrative policies and procedures adopted by the Charter School's Governing Council and the Fresno EOC Board of Commissioners. Fresno EOC is non-sectarian in its hiring and employment practices.

Assurances

The Charter School shall not discriminate against any individual (employee or pupil) on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sex, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). All employees are expected to possess the personal characteristics, skills, knowledge and experience required by their job description as determined by the Fresno EOC and the Charter School. All employees must comply with the Charter School's employee policies and procedures (to include, but not limited to, fingerprints, criminal record clearance, proof of identity, right to work in the United States, and tuberculosis ("TB") screening).

The Charter School will comply with all applicable requirements of AB 2534 with regard to inquiries and due diligence regarding candidates with respect to prior egregious misconduct.

SOUL is committed to providing a safe, healthy, and accessible learning environment for all students, staff, and visitors. To ensure compliance with applicable laws and regulations, SOUL has adopted and implemented comprehensive health and safety policies consistent with Education Code and applicable requirements. These policies include procedures for employee background checks through the Department of Justice and tuberculosis testing for staff. Currently, all employees are required to be first aid and CPR trained. Regular screenings for vision and hearing are conducted in accordance with state guidelines. Emergency preparedness measures, including fire, earthquake, and lockdown drills, will be scheduled and documented to safeguard the community. Please see Element 6 of this Petition for a more detailed description of the health and safety procedures at SOUL.

The Principal, hired by Fresno EOC, performs day-to-day management of the Charter School.

Current qualifications for key positions at SOUL are outlined in specific job descriptions and overseen by Fresno EOC Human Resources Department. Qualifications for specific positions are also included below and may be changed from time to time as deemed appropriate by Fresno EOC and any applicable legal requirements.

Administrators:

- ***Chief Academic Officer/Principal***
    - EDUCATION:
        - Master's degree or higher in Educational Leadership, Education Administration, or a related field (Doctorate preferred).
        - Valid California Administrative Services Credential (preferred).
    - EXPERIENCE:
        - At least 5 years of successful experience in educational leadership, preferably in a charter or alternative high school education setting, working with a diverse group of students.
    - OTHER QUALIFICATIONS:
        - Proven experience in curriculum development and assessment, with a focus on both traditional classroom settings and independent study models.
        - Strong knowledge of California charter school laws and compliance requirements.
        - Previous experience in the development of a Local Control Accountability Plan.
        - Demonstrated ability to inspire, lead, and manage a diverse team of educators and staff.
        - Possess experience in development of annual school accountability report cards.
        - Experience in the preparation and implementation of annual Consolidated Application.
        - Knowledge of the California Longitudinal Pupil Achievement Data System and the Special Education Information System.
        - Significant knowledge of California Assessment of Student Performance and Progress and NWEA's Measures of Academic Progress.
        - Previous experience with the Western Association of Schools and Colleges accreditation process.
        - Previous experience in the preparation for internal and external audits.
        - Previous experience in the development of career education courses.
        - Previous experience in the development and implementation of an annual professional staff development plan.

        - Possess a general understanding of an electronic purchasing requisition process.
        - Knowledge of principles and practices of school administration, and supervision of staff evaluations and training.
        - Proficient in Microsoft Office Suite and related business software.
        - Excellent communication, interpersonal, and organizational skills.
        - Commitment to educational equity and the academic success of all students.
        - Ability to balance strategic thinking with hands-on operational leadership.
        - Strong problem-solving skills and the ability to adapt to evolving educational challenges.
        - Passion for fostering a positive and inclusive school culture that prioritizes student well-being and achievement.
        - Willing to work non-traditional hours and days to meet the needs of this position.
        - Maintain a valid California driver's license, reliable transportation, adequate auto insurance as required by State law, and insurability by agency carrier for those driving agency vehicles.
        - Pass required background investigation, acceptable criminal record statement, Department of Justice fingerprint clearance, and child abuse index clearance.

- ***Vice-Principal***

    - EDUCATION:
        - Bachelor's Degree in a related field.
        - Master's Degree in a related field (preferred).
        - Valid California Administrative Services Credential (preferred).

    - EXPERIENCE:
        - Minimum of (3) three years of teaching experience.
        - Minimum of (3) three years of direct staff supervision.

    - OTHER QUALIFICATIONS:
        - Possess an understanding of and experience with K-12 school funding sources.
        - Possess previous experience in the development of a local control accountability plan.
        - Possess experience in development of annual school accountability report cards.
        - Experience in the preparation and implementation of annual Consolidated Application
        - Significant knowledge of California Assessment of Student Performance and Progress and NWEA's Measures of Academic Progress.

        - Previous experience with the Western Association of Schools and Colleges accreditation process.
        - Previous experience in the preparation for internal and external audits.
        - Previous experience in the development of career education courses.
        - Previous experience in the development and implementation of an annual professional staff development plan.
        - Possess a general understanding of an electronic purchasing requisition process.
        - Knowledge of principles and practices of school administration, and supervision of staff evaluations and training.
        - Proficient in Microsoft Office Suite and related business software.
        - Effective presentation, written and verbal communication skills.
        - Effective interpersonal skills using tact, patience and courtesy.
        - Knowledge of comprehensive organization, activities, goals and objectives on operations of high schools.
        - Knowledge of charter school law, administration, and applicable sections of the State Education Code and other applicable laws.
        - Willing to work non-traditional hours and days to meet the needs of this position.
        - Maintain a valid California driver's license, reliable transportation, adequate auto insurance as required by State law, and insurability by agency carrier for those driving agency vehicles.
        - Pass required background investigation including medical examination and TB clearance, acceptable criminal record statement, Department of Justice fingerprint clearance, and child abuse index clearance.

Counselors:

- ***Guidance Coordinator***

    - EDUCATION:
        - Bachelor's degree and valid teaching credential through the California Commission for Teacher Credentialing required.
        - Master's Degree in school counseling, social work or a counseling related field (preferred).
        - Pupil Personnel Services (PPS) Credential (preferred).

    - EXPERIENCE:
        - Minimum of three (3) years of related experience in a school setting required.
        - Minimum of two (2) years of direct staff supervision required.

    - OTHER QUALIFICATIONS:
        - Ability to coordinate student outreach activities.

        - Knowledge of current academic guidance plans and policies.
        - Ability to administer, interpret, and analyze a variety of student assessments.
        - Knowledge of counseling methods.
        - Ability to maintain and establish cooperative working relationships with others.
        - Ability to identify needs of students and referral sources.
        - Knowledge of teaching/classroom environment practices.
        - Ability to collaborate and work effectively with several agencies and maintain case notes and proper documentation.
        - Proficient in Microsoft Office Suite and related business software.
        - Effective presentation, written and verbal communication skills.
        - Willing to work non-traditional hours and days to meet the needs of this position.
        - Maintain a valid California driver's license, reliable transportation, adequate auto insurance as required by State law, and insurability by agency carrier for those driving agency vehicles.
        - Pass required background investigation including medical examination and TB clearance, acceptable criminal record statement, Department of Justice fingerprint clearance, and child abuse index clearance.

- ***Guidance Dean***

    - EDUCATION:
        - Master's Degree in Education, Social Work, Counseling, or related field required.
        - California Administrative Services or or Pupil Personal Services or out of state equivalent credential (preferred).

    - EXPERIENCE:
        - Minimum two (2) years of experience in providing counseling to adolescents and/or working with children and families.

    - OTHER QUALIFICATIONS:
        - Knowledge of adolescent development and experience with challenges of teenagers living in under-resourced communities.
        - Familiarity with a variety of counseling concepts and techniques.
        - Demonstrated work experience in a school setting (preferred).
        - Familiarity and ability to work with youth/families of all cultural, ethnic, religious, and socioeconomic backgrounds.
        - Proficient in Microsoft Office Suite and related business software.
        - Effective presentation, written and verbal communication skills.
        - Willing to work non-traditional hours and days to meet the needs of this position.

        - Maintain valid California drivers license and the minimum auto insurance as required by state law, or reliable transportation and insurability by agency carrier for those driving agency vehicles.
        - Pass required background investigation including medical examination and TB clearance, acceptable criminal record statement, Department of Justice fingerprint clearance, and child abuse index clearance.

- ***College & Career Advisor***

    - EDUCATION:
        - Bachelor's Degree in Liberal Arts or Social Science field such as Social Work, Psychology, Criminology, and Counseling (preferred).

    - EXPERIENCE:
        - Minimum of three years' work experience facilitating career and related workshops for at-risk youth.

    - OTHER QUALIFICATIONS:
        - Proficient in Microsoft Office Suite and related business software.
        - Effective presentation, written and verbal communication skills.
        - Willing to work non-traditional hours and days to meet the needs of this position.
        - Ability to coordinate and supervise youth and maintain a cooperative working relationship in a school setting.
        - Ability to collaborate effectively with several agencies.
        - Bilingual in English and Spanish based on the needs of the program and clients (preferred).
        - Maintain valid California drivers license and the minimum auto insurance as required by state law, or reliable transportation and insurability by agency carrier for those driving agency vehicles.
        - Pass required background investigation including medical examination and TB clearance, acceptable criminal record statement, Department of Justice fingerprint clearance, and child abuse index clearance.

- ***Senior Accountant***

    - EDUCATION:
        - Bachelor's degree in accounting, finance, or a related field is required, specifically from an accredited/recognized college or university.

    - EXPERIENCE:
        - Minimum of six (6) years of relevant experience required.

- OTHER QUALIFICATIONS:
    - Professional certification, in good standing (such as Certified Payroll Professional or CPA) (preferred).
    - Knowledge of financial and accounting principles and practices (with preference in grant reporting and related governmental regulations) and procedures.
    - Proficient in Microsoft Office and modern accounting systems and applications, web-based software, and data entry experience in the accounting environment.
    - Written and verbal communication skills are articulate and appropriately persuasive.
    - Organizes, manages and prioritizes work to ensure established deadlines are consistently met.
    - Strong analytical skills.
    - Willing to work non-traditional hours and days to meet the needs of this position.
    - Maintain valid California drivers license and the minimum auto insurance as required by state law, or reliable transportation and insurability by agency carrier for those driving agency vehicles.

- ***Human Resources Manager***

    - EDUCATION:
        - Bachelor's Degree with major courses in human resources, business administration, public administration, or related field of study required.
            - Additional relevant work experience may substitute required education on a year-by-year basis.
        - Professional in Human Resources ("PHR") or Society for Human Resource Management ("SHRM") certification (preferred).
        - PHR-CA, SHRM California Law Credential, function-specific certifications/credentials such as Workplace Investigation, CEBS, OSHA30 (preferred).

    - EXPERIENCE:
        - Four (4) years of progressively responsible professional human resources management or generalist experience required.
        - Two (2) years' supervision in a human resources capacity required, (four (4) years preferred).

    - OTHER QUALIFICATIONS:
        - Experience in ADP Workforce Now (preferred).
        - Knowledge of and ability to interpret and apply Federal and State employment laws as they pertain to Human Resources administration.

        - Excellent interpersonal and communication skills that contribute to a respectful and collaborative work environment.
        - Proven ability to develop and manage community partnerships and professional relationships.
        - Excellent problem solving, time management, analysis, design, project management and facilitation skills in a team-oriented work environment.
        - Strong business acumen. Ability to leverage available technology to its full capacity.
        - Ability to provide critical evaluation of processes and provide solutions that increase efficiency.
        - Proficient in Microsoft Office Suite and related business software.
        - Effective presentation, written and verbal communication skills.
        - Willing to work non-traditional hours and days to meet the needs of this position.
        - Maintain a valid California driver's license, reliable transportation, adequate auto insurance as required by State law, and insurability by agency carrier for those driving agency vehicles.

- ***Teacher Qualifications***

Pursuant to Education Code Section 47605(l)(1), teachers at the Charter School will be required to hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. These documents shall be maintained by the Charter School. The Board may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in accordance with all of the requirements of the applicable statutes or regulations in the same manner as a governing board of a school district. The Charter School shall have authority to request an emergency permit or a waiver from the CTC for individuals in the same manner as a school district.

The Charter School will retain or employ teaching staff who hold appropriate CTC teaching certificates, permits, or other documents and have experience commensurate with the applicable job specification. The Charter School will require each teacher to have the Crosscultural, Language and Academic Development ("CLAD") qualifications, or similar, required by the CTC as part of their credential. Special Education teachers will be required to hold compliant credentials in Special Education.

    - EDUCATION:
        - Bachelor's degree and valid teaching credential through the CTC in required subject area (i.e. Math, Science, English or Social Science).

    - EXPERIENCE:
        - Working with or teaching at-risk youth (highly preferred).

- OTHER QUALIFICATIONS:
  - Experience and/or education demonstrating the ability to:
    - work effectively with multi-cultural/diverse groups;
    - establish and maintain positive relationships with students;
    - possess knowledge of different teaching methods and styles;
    - provide specialized and individualized instruction, and;
    - teach subjects within credential parameters.
  - Demonstrated knowledge of and the ability to utilize computers and technology in an instructional environment.
  - Effective presentation, written and verbal communication skills.
  - Proficiency in Microsoft Office Suite and related business software.
  - Maintain valid California drivers license and the minimum auto insurance as required by state law, or reliable transportation and insurability by agency carrier for those driving agency vehicles.
  - Pass required background investigation including medical examination and TB clearance, acceptable criminal record statement, Department of Justice fingerprint clearance, and child abuse index clearance.

ELEMENT F: HEALTH AND SAFETY PROCEDURES

Governing Law: "The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:
(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.
(ii) The development of a school safety plan, and the annual review and update of the plan."
Education Code Section 47605(c)(5)(F)

In order to provide safety for all students and staff, SOUL has adopted and implemented health and safety policies as well as risk management procedures at the Charter School in consultation with its insurance carriers and risk management experts. Current SOUL health and safety policies are *available upon request.* The following is a non-exhaustive summary of the health and safety policies of SOUL. Part of the supportive environment created for students at SOUL includes identifying early warning signs of distress so appropriate interventions may be implemented.

SOUL ensures all staff members receive annual training, or training as often as legally required, on the Charter School's health, safety, and emergency procedures.

Procedures for Background Checks

Employees and contractors of SOUL will be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code sections 44237 and 45125.1. SOUL will comply with all applicable state and federal laws regarding background checks and clearance of all personnel. All applicants for employment must submit two (2) sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. SOUL shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony, except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. Volunteers or contractors who will have direct contact with students outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to contact with students without the direct supervision of a credentialed employee.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

SOUL is committed to providing an environment free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or

regulation. SOUL has adopted comprehensive policies to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee-to-employee, employee-to-student, and student-to-employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with SOUL's anti-discrimination and anti-harassment policies. All supervisors are required to participate in regular training detailing their legal responsibilities.

A copy of these policies shall be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

Role of Staff as Mandated Child Abuse Reporters

All SOUL employees are mandated child abuse reporters and follow all applicable reporting laws, the same policies and procedures used by the District. SOUL provides all employees, and other persons working on behalf of SOUL who are mandated reporters, with annual mandated reporter training, in accordance with Education Code Section 44691.

Tuberculosis Risk Assessment and Examination

Employees and volunteers who have frequent or prolonged contact with students will be assessed and, if necessary, examined for tuberculosis prior to commencing employment and working with students and for employees at least once each four (4) years thereafter, as required by Education Code Section 49406.

Health Screenings

All students are screened for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school pursuant to Education Code Section 49450 *et seq*., as applicable to the grade levels served by the Charter School. SOUL maintains student immunization, health examination, and health screening records.

Medication in School

SOUL adheres to Education Code Section 49423 regarding the administration of medication in school. SOUL stocks and maintains the required number and type of emergency epinephrine auto-injectors onsite and provides training to employees and volunteers in the storage and use of the epinephrine auto-injector as required by Education Code Section 49414.

Per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Immunizations

All enrolled students who receive classroom-based instruction are required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All entering students must be immunized with a pertussis (whooping cough) vaccine booster.

Employee Records

The Charter School complies with all applicable state and federal laws concerning the maintenance and disclosure of employee records.

Bloodborne Pathogens

SOUL meets state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Board has established a written “Exposure Control Plan” designed to protect employees and students from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”).

Whenever exposed to blood or other body fluids through injury or accident, students and staff follow the latest protocol for disinfecting procedures.

Suicide Prevention Policy

The Charter School maintains a policy on student suicide prevention in accordance with Education Code Section 215. SOUL shall review, at minimum every fifth year, its policy on student suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy to incorporate best practices identified by the California Department of Education’s model policy, as revised.

School Meals

The Charter School shall provide breakfast and lunch free of charge during each school day to any student who requests a meal without consideration of the student’s eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service

period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement.

The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

Drug, Alcohol, and Smoke-Free Environment

SOUL functions as a drug, alcohol, and smoke-free environment.

Prevention of Human Trafficking

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 9-12 of human trafficking prevention resources.

California Healthy Youth Act

The Charter School shall teach sexual health education and HIV prevention education at least once in high school to students in grades 9-12, pursuant to the California Healthy Youth Act (Education Code Section 51930, et seq.).

Mental Health Education

If the Charter School offers one or more courses in health education to students in high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq*.

Mental Health Information

SOUL created and posted a poster at the school site identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster is displayed in English and the primary language(s) spoken by fifteen percent (15%) or more of students enrolled at the school site. The poster is prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the school site. The poster is also digitized and appropriately distributed online to students and families through social media, internet websites, portals, and learning platforms at the beginning of each school year.

SOUL shall notify students and parents/guardians at least twice each school year how to initiate access to available student mental health services on campus or in the community in the manner required by Education Code Section 49428.

Menstrual Products

The Charter School will stock the restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. SOUL shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to Education Code Section 35292.6. This notice shall include the text of section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

School Safety Plan

The Charter School has adopted a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include the identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(O):

a. child abuse reporting procedures
b. routine and emergency disaster procedures
c. policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
d. procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
e. a discrimination and harassment policy consistent with Education Code Section 200
f. provisions of any schoolwide dress code that prohibits students from wearing "gang-related apparel," if applicable
g. procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
h. a safe and orderly environment conducive to learning
i. the rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, and 47605
j. procedures for conducting tactical responses to criminal incidents
k. procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan
l. procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the Charter School, at an activity sponsored by the Charter School, or on a school bus serving the Charter School
m. procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
n. procedures specifically designed to notify parents and guardians of pupils, teachers,

administrators, and school personnel when the school confirms the presence of immigration enforcement on the schoolsite

o. a protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose
    - If the Charter School chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, it shall comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist

The Charter School has developed an instructional continuity plan, consistent with Education Code Section 32282(a)(3), to establish communication with students and their families and provide instruction to students when in-person instruction is disrupted due to an emergency pursuant to Education Code Sections 41422 or 46392(a).

The Charter School Safety Plan shall be drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. Staff shall receive training in emergency response, including appropriate “first responder” training or its equivalent.

Disaster procedures included in the Charter School Safety Plan shall address and include adaptations for students with disabilities in compliance with ADA requirements. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Principal and, if there is merit to the concern, the Principal shall direct the Charter School Safety Plan to be modified accordingly.

The above description of the School Safety Plan includes all updated requirements as of the submission of this Petition. SOUL shall comply with all above requirements and shall comply with any additional requirements that arise during the duration of its new charter term.

Facility Safety

SOUL complies with Education Code Section 47610 by either utilizing facilities compliant with the Field Act or facilities compliant with the California Building Standards Code. SOUL holds fire inspections to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure they are maintained in an operable condition at all times. SOUL shall conduct fire drills as required under Education Code Sections 32001. Further, SOUL ensures that its facilities are ADA compliant.

Asbestos Management

SOUL occupies facilities that comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (“AHERA”), 40 CFR part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

Bullying Prevention

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Homicide Threats

SOUL shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and members of the Board who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice

Each school year at the beginning of the first semester, SOUL shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the CDE.

Supporting LGBTQ Students

Through the completion of the 2029-30 school year, the Charter School shall use an online training delivery platform and curriculum to provide at least one (1) hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

In accordance with Education Code Section 49062.5, upon receipt of government issued documentation of a change of name or gender or, if such documentation is not available, upon request in accordance with the procedure in Education Code 49070, the Charter School shall update and reissue a former student's records to include the student's updated legal name or gender.

Workplace Violence Prevention Plan

The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

SAFETY Act

Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose

any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Athletic Programs

The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including, but not limited to, providing information to athletes regarding sudden cardiac arrest and annually providing each athlete with an Opioid Factsheet for Patients. In the event the Charter School participates in any interscholastic athletic programs, it shall comply with all applicable requirements, including, but not limited to, adopting a written emergency action plan for sudden cardiac arrest or other medical emergencies related to athletic programs, and acquiring at least one automated external defibrillator.

Further, the Charter School's emergency action plan shall describe the location of emergency medical equipment and include a description of the manner and frequency at which the procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, including concussion and heat illness will be rehearsed. Coach training shall include recognition of the signs and symptoms of and responding to concussions, heat illness, and cardiac arrest.

In the event the Charter School participates in the California Interscholastic Federation, it shall post on its website a standardized incident form as developed by the CDE to receive complaints of racial discrimination, harassment, or hazing alleged to occur at high school sporting games or sporting event and shall include instructions on how to submit a completed incident form consistent with Education Code Section 33353.

Transportation Services

The Charter School shall comply with the requirements of SB 88 (2023-24) inclusive of Education Code Sections 39875, 39877, 39878, and 39879, as applicable, relating to background checks, testing, and other requirements for individuals and entities providing transportation services for students.

The Charter School shall comply with all applicable legal requirements related to student transportation, including providing transportation as required by the IDEA and/or the McKinney-Vento Homeless Assistance Act. As required, the Charter School shall create a transportation safety plan in accordance with all applicable legal requirements prior to transporting pupils (and revise the plan as required) containing procedures for school personnel to follow to ensure the safe transport of pupils.

All Gender Restrooms

On or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at its school site if it has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

Extreme Weather Policy

On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

Protection of Students' Immigration Status, Citizenship, and Religious Beliefs

The Charter School shall adopt a policy and fulfill the other requirements of Education Code Section 234.7 concerning pupil protections relating to immigration and citizenship status or religious beliefs. The Charter School shall post on its website in a prominent location readily accessible to parents and guardians, all the policies and information as specified in Education Code Section 234.6.

Student Expression

The Charter School shall provide students the right to exercise freedom of speech and of the press including, but not limited to: the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications. SOUL shall adopt rules and regulations in the form of a written publications code that must include reasonable provisions for the time, place, and manner of conducting such activities, in compliance with Education Code Section 48907.

Recess

Except where a field trip or other educational program is taking place, if the Charter School provides recess then, pursuant to Education Code Section 49056, the Charter School shall provide supervised and unstructured recess, distinct from physical education courses and mealtimes, of at least 30 minutes on regular instructional days and at least 15 minutes on early release days. The Charter School shall not restrict a student's recess unless there is an immediate threat to the physical safety of the student or one or more of their peers.

Access to Instructional Materials

The Charter School shall comply with the requirements of Education Code Section 243 regarding the use of textbooks, instructional materials, supplemental instructional materials, or other curriculum for classroom instruction or books or resources in a school library.

Seizure Safe Schools Act

SOUL shall comply with the requirements of the Seizure Safe Schools Act. (Education Code Section 49468 et seq.)

School Starts Times

The Charter School shall comply with all applicable legal requirements governing school start times.

ELEMENT G: STUDENT POPULATION BALANCE

Governing Law: "The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5 that is reflective of the general population residing within the territorial jurisdiction of the district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school." Education Code Section 47605(c)(5)(G)

The School of Unlimited Learning continues to strive to maintain a balance among its pupils that is reflective of the general population within the city of Fresno. This balance includes racial and ethnic groups, special education pupils, and English Learners, including pupils redesignated as fluent English proficient. Shown below are the most recently available enrollment and demographic data for the 2024-25 school year. As displayed in the following table, SOUL enrolls a student body generally reflective of the population of the District and there is significant overrepresentation of several traditionally underserved student groups at SOUL, including socioeconomically disadvantaged students, foster youth, and homeless youth.

2024-25 Enrollment Demographics

2024-25 Enrollment Demographics: SOUL, District, County, State				
	SOUL	FUSD	County	State
African American	7%	7.5%	4.5%	4.9%
Asian	0.5%	10.6%	10%	10.1%
Hispanic/Latino	86.4%	69.6%	66.2%	56.1%
White	2.5%	7.6%	14.2%	20%
2 or More Races	3.5%	3.2%	2.9%	4.8%
English Learner*	12.6%	18.8%	16.8%	17.4%
Reclassified Fluent English Proficient	8%	13.3%	14.5%	15.7%
Foster Youth	3%	0.8%	0.6%	0.5%
Homeless Youth	13.6%	0.8%	1.1%	4%
Students with Disabilities	12.6%	14.7%	12.4%	14.2%
Socioeconomically Disadvantaged	94.5%	85.9%	75.7%	63.6%

Community Outreach for Student Recruitment

SOUL is committed to ensuring all students within the community are informed about the opportunity to enroll and are provided with equitable access to the admissions process.

Outreach will be comprehensive, inclusive, and culturally responsive, designed to reach families across diverse backgrounds and circumstances.

The School of Unlimited Learning conducts outreach in a variety of ways. SOUL's programs are listed on the Fresno EOC's website. SOUL receives several referrals from many of the programs operated by Fresno EOC, such as Employment and Training, Early Head Start, Fresno EOC Health Clinics, Fresno EOC Street Outreach, as well as the Women, Infants, and Children program.

On a regular basis, SOUL provides updated information to other high schools regarding enrollment and admission. Over the past several years, SOUL has created close working relationships with such agencies as Fresno County Probation, and the Juvenile Justice System, as well as with a variety of foster care facilities from which SOUL receives numerous referrals. In addition, SOUL is invited on occasion to describe its educational programs and services on local radio and television, including Spanish speaking stations. Flyers describing SOUL's programs and services are made available in Spanish and make it clear all students are welcome at SOUL.

Information about the Charter School and its enrollment process is also disseminated through multiple channels to maximize accessibility. These include SOUL's website, social media platforms, radio announcements, and community bulletin boards. Printed materials will be distributed to neighborhood schools, libraries, community centers, and partner organizations. All materials will be available in English and Spanish, with additional languages provided upon request to meet the needs of families in the community.

SOUL will host informational meetings and open houses at varied times, including evenings and weekends, to accommodate working families. Sessions will be held both on campus and at community locations to ensure convenience and accessibility. Interpretation services and translated materials will be provided, and bilingual staff will be available to assist families throughout the process.

At least annually, following the completion of its open enrollment period and a required public random drawing, SOUL shall audit, assess, and review the results of its outreach and student recruitment in order to determine the effectiveness of its efforts to achieve the desired pupil balance aligned with the general population within the city of Fresno. SOUL will modify its approach, including recruitment and outreach efforts as necessary.

Element H: ADMISSION POLICIES AND PROCEDURES

Governing Law: "Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e)." Education Code Section 47605(c)(5)(H)

Legal Assurances

The Charter School will be non-sectarian in its programs, admission policies, and all other operations and will not charge tuition. The Charter School will admit all students residing in Fresno County or one of its contiguous counties (Madera, Merced, San Benito, Monterey, Inyo, Tulare, Kings) who wish to attend the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools.

Admission eligibility will not be determined by the place of residence of a student or the residence of the student's parent/guardian within the state, except in the case of a public random drawing, unless required by Education Code Section 51747.3. If the number of students who wish to attend the Charter School exceeds the Charter School's capacity, admission to the Charter School, except for existing students, shall be determined by public random drawing in accordance with the admission preferences specified below.

There shall be no admission testing or other evaluation required of any applicant. The Charter School shall not charge an application fee, nor shall it charge tuition. The Charter School will not require any monetary or other contribution as a condition for application, admission, enrollment, or participation in any of the Charter School's required educational activities. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), SOUL shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

The Charter School shall not discriminate against any student on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a student from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance of the student or because the student exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including students with disabilities, academically low-achieving students, ELs, neglected or delinquent students, homeless students, or students who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or students based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a student currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason,

including, but not limited to the academic performance of the student or because the student exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School's website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.

The Charter School may request, at the time of, and as part of conducting its lottery process, the provision of information necessary to apply specific admission preferences set forth in this Petition.

The Charter School shall not request or require submission of a student's IEP, 504 Plan, or any other related record or information prior to admission or enrollment, participation in any admission or attendance lottery, or pre-enrollment process, or as a condition of admission or enrollment.

Homeless and Foster Youth

The Charter School shall adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. The Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings that notifies parents that the Charter School is open to enroll and provide services for all students. The Charter School shall comply with all applicable provisions of Education Code Sections 48850 – 48859.

Migrant Youth

The Charter School affirms it will comply with all applicable obligations related to serving migratory children and newcomer pupils including, but not limited to, as articulated in AB 2121 and Education Code Sections 51225.1 and 51225.2, including, but not limited to, with respect to admission, enrollment, supports, and graduation requirements.

Enrollment

Students are able to apply to SOUL year round. As described in Element G of this Petition, recruitment is conducted via a variety of methods, including a combination of strategies that include, but are not limited to: social media posts, television interviews, radio interviews, signage, flyers, home visits, and word of mouth. Multiple languages are used as often as feasible in the recruiting process.

The School of Unlimited Learning has an open enrollment policy. Students are able to enter at any time during the school year, pending space availability. Subject to space being available at

the time of application, students are enrolled once a completed application is received along with additional required enrollment materials, listed below. These additional, required enrollment materials are only requested after a student is admitted to SOUL.

After being offered admission, students and families **are required to** complete an enrollment packet[2], which includes the following information:

- Proof of age
- Proof of Residency
- Proof of Immunization
- Home Language Surveys (required for students for whom SOUL is their first public school in California)
- Free and Reduced Price Meal Application
- Housing Questionnaire
- Completion of Emergency Medical Information
- Execution of a Master Agreement

Public Random Drawing

While not anticipated due to the student population served by SOUL, and the trends for students to enroll during the school year, it is possible more applications could be received than there are spaces available. Should this occur, SOUL will utilize a public random drawing ("lottery"), described below, to determine admission as well as place students on a wait list.

Applications for the upcoming school year are accepted for new students during an open enrollment period. Following the open enrollment period each year, applications are counted to determine whether any grade level has received more applications than capacity. In the event this happens, the Charter School will hold a public random drawing ("lottery") to determine enrollment for the impacted grade levels. Existing students enrolled at SOUL are exempt from the public random lottery.

Admission preferences in the case of a public random drawing shall be in the following order:

1. District residents
2. All other eligible applicants

Applicants must reside in Fresno County or a contiguous county to be eligible for SOUL's personalized learning program, a Non-Classroom-Based program.

In the event a lottery is necessary, the lottery will be held in a public setting. Public notice for the lottery will be distributed to families who have submitted applications and will be posted at the

[2] In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

Charter School and on the Charter School's website. Additionally, the date, time, and location of the lottery will be stated in the application and marketing materials. The lottery will take place at the Charter School. The lottery will be held after school hours or in the evening. There is no requirement to attend the lottery to be accepted.

The lottery will be conducted by the Principal, or by their designee. Representatives from FUSD may attend the public random drawing, as may any member of the public, to observe the fairness and transparency of the lottery process.

Lottery spaces are drawn in order of grade level by the designated lottery official. Grade levels are drawn in ascending order, starting with the lowest applicable grade level. Once a grade level is drawn to capacity, applications continue to be drawn for positions on a waitlist.

There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled.

Parents are informed of lottery results in writing following the lottery. Each student offered admission is required to complete an enrollment packet in a timely manner. Failure to submit the packet may result in the student being placed on the waitlist if capacity is reached.

At the conclusion of the public random drawing, all students who were not granted admission due to capacity are put on a wait list according to their draw in the lottery. This wait list allows students the option of enrollment in the case of an opening during the school year.

ELEMENT I: ANNUAL INDEPENDENT FINANCIAL AUDIT

Governing Law: "The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority." Education Code Section 47605(c)(5)(I)

As a 501(c)(3) nonprofit organization, Fresno EOC conforms to existing law that governs non-profit organizations and has established a "financially independent charter school". This term was recommended by the California Department of Education in October, 1997 to distinguish such programs from those operating under the fiscal accountability framework (AB 1200) of the chartering entity. Fresno EOC maintains financial records relating to the operation of the Charter School in accordance with generally accepted accounting standards of fiscal management.

The Board will select an independent auditor. Fresno EOC conducts, at its own expense, an annual audit of the financial and programmatic operations of SOUL. The financial audit is conducted as part of the annual overall agency audit, which is performed by an independent auditing firm of certified public accountants who have experience in education finance, and are approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope is expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

A copy of the audit report, including an audit report on the distinct fiscal operations of the Charter School, is submitted to the District, the County Superintendent of Schools, the State Controller, and to the CDE on or before December 15th of each year, or by the required due date.

SOUL and Fresno EOC review any audit exceptions or deficiencies and report to the Board with recommendations on how to resolve them. SOUL submits a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same.

Regarding audit timelines, Fresno EOC's current policy mandates all audits be presented to the Board, which strictly monitors subrecipient findings. Fresno EOC policy is to adhere to 2 CFR Part 200 (Uniform Guidance), which binds the Fresno EOC to the federal standard of submitting a corrective action plan within 30 days of receiving an audit report.

The annual independent financial audit of SOUL is a public record to be provided to the public upon request.

ELEMENT J: SUSPENSION AND EXPULSION PROCEDURES

Governing Law: "The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with all of the following:
(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.
(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:
(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.
(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.
(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).
(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information."

Education Code Section 47605(c)(5)(J)

Pupil Suspension and Expulsion Policy

In adopting SOUL's Suspension and Expulsion Policy ("Policy") for the 2026-27 school year and beyond, the Charter School has reviewed *Education Code Section 48900 et seq.* which describes the offenses for which pupils at non charter public schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish the Charter School's list of offenses and procedures for suspensions and expulsions, and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* and the Policy protects the due process rights of pupils during the suspension and expulsion process, and, as applicable, the legal rights of students with disabilities under the IDEA and Section 504.

This Policy has been established in order to promote learning and protect the safety and well-being of all pupils at the Charter School. When the Policy is violated, it may be necessary to suspend or expel a pupil from coming onto the Charter School's campus or attending synchronous classes virtually.

This Policy shall serve as SOUL's policy and procedures for student suspension and expulsion.

Staff shall enforce disciplinary rules and procedures fairly and consistently among all pupils. This Policy is included as part of the Student Handbook and will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any pupil. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a pupil. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, pupils, staff or other persons or to prevent damage to school property.

SOUL administration shall ensure pupils and their parents/guardians[3] are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state the Policy is available on request at the Charter School's office. Further, as an independent charter school, SOUL is responsible for handling all student disciplinary matters and the District is not involved in this process.

[3] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its procedures, the term "parent/guardian" shall include these parties.

With the exception of homework during suspension, outlined below, suspended or expelled pupils are excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the IDEA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. The Charter School follows Section 504, the IDEA, and all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in accordance with due process to such students. SOUL shall notify the District of the suspension of any student identified under the IDEA (or for whom there may be a basis of knowledge of the same) or as a student with a disability under Section 504.

No student shall be involuntarily removed from the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian and shall inform the student, and the student's parent/guardian of the basis for which the student is being involuntarily removed, and the student's parent/guardian's right to request a hearing to challenge the involuntary removal. If a student's parent/guardian requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/guardian requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity occurring at the Charter School or at a SOUL sponsored event at any time including but not limited to:

a) while on the school campus;
b) while going to or coming from the school campus;
c) during the lunch period, whether on or off the school campus, or;
d) during, going to, or coming from a SOUL sponsored activity.

Enumerated Offenses

Discretionary Suspension Offenses: Students may be suspended when it is determined the student:

a. Caused, attempted to cause, or threatened to cause physical injury to another person.
b. Willfully used force of violence upon the person of another, except self-defense.
c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended for that disclosure.
d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
e. Committed or attempted to commit robbery or extortion.
f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.
i. Committed an obscene act or engaged in habitual profanity or vulgarity.
j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
k. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
m. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
o. Assault or battery, as defined in Penal Code Sections 240 and 242, upon any school employee.

p. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
q. Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or their immediate family.
r. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 9 to 12, inclusive.
s. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 9 to 12, inclusive.
t. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 9 to 12, inclusive.
u. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
    a. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
        i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of

their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.

iii. Causing a reasonable student to experience substantial interference with their academic performance.

iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

b. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i. A message, text, sound, video, or image.

ii. A post on a social network Internet Web site including, but not limited to:

1. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
2. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
3. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

iii. An act of cyber sexual bullying.

1. For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

2. For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

c. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

v. A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivisions (a) and (b).

w. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

Non-Discretionary Suspension Offenses: Students MUST be suspended and recommended for expulsion when it is determined the pupil:

a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.
b. Brandished a knife at another person.
c. Unlawfully sold a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
d. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4

Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:

a. Caused, attempted to cause, or threatened to cause physical injury to another person.
b. Willfully used force of violence upon the person of another, except self-defense.
c. Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended for that disclosure.
d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any

kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e. Committed or attempted to commit robbery or extortion.
f. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
g. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
h. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended for that disclosure.
i. Committed an obscene act or engaged in habitual profanity or vulgarity.
j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
k. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
l. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
m. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
n. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
o. Assault or battery, as defined in Penal Code Sections 240 and 242, upon any school employee.
p. Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
q. Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the

threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, or the personal property of the person threatened or their immediate family.

r. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to students in any of grades 9 to 12, inclusive.

s. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to students in any of grades 9 to 12, inclusive.

t. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to students in any of grades 9 to 12, inclusive.

u. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
    a. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
        i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
        ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
        iii. Causing a reasonable student to experience substantial interference with their academic performance.
        iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
    b. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
        iv. A message, text, sound, video, or image.
        v. A post on a social network Internet Web site including, but not limited to:

1. Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
2. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
3. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

vi. An act of cyber sexual bullying.

1. For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
2. For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

c. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

v. A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivisions (a) and (b).

w. Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:

a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal's or designee's concurrence.
b. Brandished a knife at another person
c. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
d. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

- The term "destructive device" means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

Suspension Procedure

Suspensions are initiated according to the following procedures:

Conference

1. Suspensions are preceded, if possible, by a conference conducted by the Principal, or their designee, with the pupil and their parent(s) and, whenever practical, the teacher, administrator or employee who referred the pupil for the suspension. The conference may be omitted if the Principal, or designee, determines an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of pupils or school personnel. If a pupil is suspended without this conference, both the parent/guardian and pupil are notified of the pupil's right to return to school for the purpose of a conference.
2. At the conference, the pupil is informed of the reason for the disciplinary action and the evidence against them and is given the opportunity to present their version and evidence in their defense.
3. This conference is held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.
4. No penalties are imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

Notice to Parents/Guardians

1. At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the suspended pupil's parent/guardian by telephone or in person. Whenever a pupil is suspended, the parent/guardian is notified in writing of the suspension and the date of the pupil's return to school following suspension. This notice shall state the specific offense committed by the pupil. In addition, the notice may also state the date and time when the pupil may return to school. If the Charter School wishes to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

Suspension Time Limits/Recommendation for Placement/Expulsion

1. Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.
2. If the Charter School is considering an extension of the suspension pending a recommendation for expulsion, the pupil and the pupil's parent/guardian, or representative, are invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination is made by the Principal, or designee, upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

Homework Assignments During Suspension

1. In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 9 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

2. In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student is to be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

The hearing shall be conducted by a neutral and impartial Administrative Panel ("Panel"). The Panel, appointed by the Principal, shall consist of at least three (3) members who are neither a teacher of the student or a member of the Board. The Panel shall be presided over by a designated neutral hearing chairperson, who may be one of the three (3) aforementioned members. The Administrative Panel may expel any student found to have committed an expellable offense. The Panel shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing.

Expulsion Procedures

The aforementioned hearing, conducted by a neutral and impartial Administrative Panel presided over by a designated neutral hearing chairperson, shall be held in closed session unless the pupil makes a written request for a public hearing at least three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the pupil and the pupil's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;

2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the pupil's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. An explanation of the opportunity for the pupil or the pupil's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. An explanation of the right to inspect and obtain copies of all documents to be used at the hearing;
7. An explanation of the opportunity to confront and question all witnesses who testify at the hearing;
8. An explanation of the opportunity to question all evidence presented and to present oral and documentary evidence on the pupil's behalf including witnesses.

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Administrative Panel may, upon a finding of good cause, determine the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness ("complaining witness") may be presented at the hearing in the form of sworn declarations which shall be examined only by the Administrative Panel. Copies of these sworn declarations, edited to delete the name and identity of the complaining witness, shall be made available to the pupil recommended for expulsion.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to:

    a. receive five days notice of their scheduled testimony;
    b. have up to two (2) adult support persons of their choosing present in the hearing at the time they testify, which may include a parent, guardian, or legal counsel, and;
    c. elect to have the hearing closed while testifying.

2. The Charter School must also provide the complaining witness a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours they are normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany them to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the support person's (or persons') presence is both desired by the complaining witness and will be helpful to the complaining witness. The person presiding over the hearing shall permit the support person to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the complaining witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the complaining witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the hearing room during that testimony.
9. For charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the pupil being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the complaining witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete record of the proceedings can be made.

Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined above, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

Expulsion Decision

The decision of the Administrative Panel shall be in the form of written findings of fact. The Administrative Panel shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing.

If the Administrative Panel decides not to recommend expulsion the student shall immediately be returned to their previous educational program.

Written Notice to Expel

The Principal, or designee, following a decision to expel shall send written notice of the decision to expel, including the Administrative Panel's adopted findings of fact, to the pupil or parent/guardian. This notice shall also include the following:

1. Notice of the specific offense committed by the pupil.

2. Notice of the student's or parent/guardian's obligation to inform any new school district or public school in which the student seeks to enroll of the student's status with the Charter School.

The Principal, or designee, shall send a copy of the written notice of the decision to expel to the District.

This notice shall include the following:

1. The pupil's name
2. The specific expellable offense committed by the pupil

Additionally, in accordance with Education Code Section 47605(e)(3), upon expulsion of any pupil, SOUL shall notify the superintendent of the school district of the pupil's last known address within thirty (30) days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information.

Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the District upon request.

Right to Appeal

If the pupil or the pupil's parent/guardian appeal the decision of the Administrative Panel, the appeal will be heard by the Board. The appeal process will be initiated on the date the appeal is received by the Board and will follow the same timelines as prescribed in the expulsion process. The decision of the Board is final, and there is no right to appeal to the District, the Fresno County Superintendent of Schools, or to another local education agency or government body. The District is not involved in the student disciplinary matters of the Charter School.

Expelled Pupils/Alternative Education

Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within Fresno County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Administrative Panel at the time of the expulsion order, which

may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term, or to admit a previously expelled student from another school district or charter school, shall be in the sole discretion of the Board following a meeting with the Principal, or designee, and the pupil and pupil's parent/guardian to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal or designee shall make a recommendation to the Board following the aforementioned meeting regarding the determination of the Principal, or designee. The pupil's readmission is also contingent upon the Charter School's capacity at the time the pupil seeks readmission or admission to the Charter School.

Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Involuntary Removal for Unexcused Absences

The Charter School's policy regarding attendance for students in SOUL's hybrid and personalized learning programs is described in Element A of this Petition and in the 2025-26 Student Parent Handbook. In accordance with Education Code Section 51747, and SOUL's aforementioned attendance policy, if it is determined it is not in the student's best interest to remain in independent study, the Charter School may involuntarily remove the student after the Charter School follows the requirements of the attendance policy and only after providing notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal as forth herein. Students who are involuntarily removed shall be given a rehabilitation plan and shall be subject to the readmission procedures set forth herein.

Prior to the removal of a student from the independent study program, SOUL will comply with all requirements related to independent study, including, but not limited to, implementation of tiered reengagement strategies consistent with Education Code Section 51747, prior to involuntary removal.

Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan, and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent/guardian, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parent/guardian to determine:

- If the conduct in question was caused by or had a direct and substantial relationship to the child's disability; or
- If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

- If a behavioral intervention plan has been developed, review the behavioral intervention plan. If the child already has such a behavioral intervention plan, modify it, as necessary, to address the behavior; and
- Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) school day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian, or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this Policy only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- The parent has requested an evaluation of the child.
- The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to an administrator at the Charter School.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

ELEMENT K: STAFF RETIREMENT SYSTEMS

Governing Law: "The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." Education Code Section 47605(c)(5)(K)

All certificated and classified staff are employees of Fresno EOC and are eligible for Fresno EOC benefits on the same basis as other Fresno EOC employees. Specifically, the Human Resources Department of Fresno EOC is responsible for the oversight of all coverage and payments, including Federal Social Security and an employer-supported pension plan.

Further, service eligible faculty participate in the State Teachers' Retirement System ("STRS").

All other certificated employees and all classified employees of the Charter School currently participate in Federal Social Security.

Currently the Charter School's classified employees do not participate in the state's Public Employee Retirement System ("PERS").

The Charter School reserves the right to participate in additional retirement systems (e.g. PERS) it deems best for its employees.

The employment conditions regarding years of service, credit for such years of service, tenure status, and collective bargaining agreements of the District are not applicable to SOUL employees.

ELEMENT L: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

Governing Law: "The public school attendance alternatives for pupils residing within the school district that choose not to attend charter schools." Education Code Section 47605(c)(5)(L).

Enrollment at SOUL is entirely voluntary. Students who reside within the District who choose not to attend SOUL may attend their school of residence according to District policy or at another school district or school within the District through the District's intra- and inter-district policies. Parents and guardians of each student enrolled in SOUL are informed students have no right to admission in a particular school of any local education agency as a consequence of enrollment in SOUL, except to the extent that such a right is extended by the local education agency

ELEMENT M: EMPLOYEE RETURN RIGHTS

Governing Law: "The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school." Education Code Section 47605(c)(5)(M)

No public school district employee shall be required to work at the Charter School. Fresno Unified School District teachers and any other FUSD employees do not have any automatic or special employment rights with respect to SOUL, nor do SOUL employees have any automatic or special employment rights in FUSD. Any FUSD teacher or other employee who leaves the employment of FUSD to accept employment with SOUL will not have any automatic right to return to the District, other than those rights granted by the District. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of the closure of the Charter School.

ELEMENT N: DISPUTE RESOLUTION PROCESS

Governing Law: "The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter." Education Code Section 47605(c)(5)(N)

The Charter School and the District will attempt to resolve disputes amicably and reasonably without resorting to formal procedures. All timelines and procedures in this section may be revised upon mutual written agreement of authorized representatives of the District and the Charter School.

If either the Charter School or District determines that a violation of the Petition or an MOU or other written agreement among the Parties that does not contain separate dispute resolution/termination provision may have occurred or a problem has arisen related to the operation of the Charter School and/or the District's oversight obligations, or a dispute otherwise arises between the District and the Charter School, the following procedures shall be followed to resolve the dispute:

1. Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately in accordance with Education Code Section 47607 and its implementing regulations or take action as the District deems necessary.

2. In the event the District believes the dispute relates to an issue that could lead to revocation of the Petition, participation in the dispute resolution procedures outlined herein shall not be interpreted to impede or act as a prerequisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations. Rather, the District may choose, in its sole discretion, to proceed directly with the revocation procedures or may choose to participate in all or part of the dispute resolution procedures set forth below, and the District may terminate any voluntary participation in the dispute resolution procedures at any time.

3. If the violation or issue in question does not constitute a severe and imminent threat and/or the District has not decided to commence revocation procedures without following this dispute resolution procedure, either party will provide written notification of the violation or issue ("notice"). The date this notice is sent shall be the "Notice Date." Any such notice provided by the District will also constitute the notice required under the provisions of Education Code 47607(g) prior to revocation. Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and the meeting shall be held within ten (10) calendar days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent's designee, and the Charter School representative will be the Charter School's Principal or their designee. If the dispute is

not resolved at this meeting, or in strict accordance with any plan for resolution agreed upon at this meeting, the parties will proceed to Step 4.

4. If this joint meeting fails to resolve the dispute, SOUL and the District shall meet to jointly identify a neutral third party mediator to engage the Parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by SOUL and the District. Mediation shall be held within sixty (60) business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the District and SOUL.

Any period of time agreed upon at the meeting for the Charter School to attempt to cure the issue via Steps 3 or 4 shall be deemed and is agreed by the Charter School and the District to constitute the "reasonable opportunity to remedy the violation" provided for in Education Code Section 47607(g) prior to revocation of the Petition and the District shall not be required to provide an additional "reasonable opportunity to remedy the violation" during any revocation proceedings.

5. If the dispute is not resolved in accordance with the procedures through Step 4, either Party will be deemed to have exhausted the administrative remedies of the Petition or the applicable agreement and law, and may pursue any alternative legal options for resolution, including revocation of the Petition by the District and/or other appropriate action in accordance with Education Code Section 47607 or applicable law.

Internal Disputes

The Board will adopt policies and processes for airing and resolving disputes, other than those between the District and the Charter School, which are covered above. Parents/guardians, students, Board members, volunteers, and staff at the Charter School will be provided with a copy of the Charter School's policies and dispute resolution process.

The District will refer all disputes or complaints it receives not related to a possible violation of the Petition, other written agreement among the Parties, law, or to the operation of the Charter School or the District's oversight obligations, to the Charter School for resolution according to the Charter School's internal dispute resolution processes. The District may choose to submit disputes that are related to possible violations of the Petition, other written agreement among the Parties, the law, or to the operation of the Charter School, or the District's oversight obligations to the Charter School, for resolution according to the Charter School's internal dispute resolution process. Should the District receive a complaint regarding the Charter School that is referred to the Charter School for investigation and/or resolution, the Charter School shall , upon request, provide the District with updates regarding the Charter School's investigation and resolution of the matter regularly and upon resolution of the complaint or issue. In the event the Charter School's adopted policies and processes fail to resolve the dispute, the District agrees not to intervene in the dispute without the consent of the Board unless the matter relates

to a possible violation of the Petition, other written agreement among the Parties, law, or to the operation of the Charter School or the District's oversight obligations.

Internal policies are available upon request.

ELEMENT O: SCHOOL CLOSURE PROCEDURES

Governing Law: "The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." Education Code Section 47605(c)(5)(O)

The decision to close the School of Unlimited Learning, either by the Board or by the Fresno Unified School District Board, will be documented in a closure action. The closure action shall be deemed to have been automatically made when any of the following occurs: the Petition is revoked or not renewed by the District Board and all appeal procedures and legal avenues have been exhausted by SOUL; the Board votes to close the School of Unlimited Learning, or; the charter term expires without a renewal of the term occurring. In the event of a closure, the following steps are to be implemented:

1. Closure of the School of Unlimited Learning will be documented by official action of the Board, including an action that affirms the decision of the District Board to close the Charter School. The action will identify the reason for closure. The official action will also identify a person or persons responsible for closure-related activities.

2. The Board will promptly, meaning as soon as possible, issue written notification of the closure as well as the effective date of the closure by registered mail to parents/guardians and students of the Charter School, the District, including the SELPA, the retirement systems in which the Charter School's employees participate (e.g. State Teachers' Retirement System, and federal social security), the Fresno County Office of Education, and the California Department of Education. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

3. The School of Unlimited Learning will ensure the written notification to the parents/guardians and students of the Charter School of the closure provides information to assist parents/guardians and students in locating suitable alternative programs. The written notification will also include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records that complies with FERPA.

4. The School of Unlimited Learning will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the person(s) responsible for closure-related activities.

5. The School of Unlimited Learning shall provide written notification to the District of the list of returning students and their home schools, to be made promptly upon the closure action.

6. The School of Unlimited Learning shall allow the District access, inspection and copying of all records, including the Charter School's financial and attendance records, upon written request by the District.

7. As applicable, the School of Unlimited Learning will provide parents/guardians, students, and the District with copies of all appropriate student records, including grade reports, discipline records, immunization records, completed coursework, and credits that meet graduation requirements, and will otherwise assist students in transferring to their next school. The School of Unlimited Learning shall transfer student records to the receiving schools when parents notify the School of Unlimited Learning of the receiving school or when appropriate notification is received from the receiving school, district or LEA.

Records of students who have not notified the School of Unlimited Learning in writing of a receiving school will be sent to the student's school or district of residence. All transfers of student records will be made in compliance with FERPA. The School of Unlimited Learning will ask the District to store and maintain original records of Charter School students. If the District will not or cannot store the records, the School of Unlimited Learning shall work with the Fresno County Office of Education to determine a suitable alternate location for storage. All records of the School of Unlimited Learning shall be transferred to the receiving location determined for receipt of such records upon the School of Unlimited Learning's closure.

8. All state assessment results, special education records, and personnel records will be transferred to and maintained by the person(s) responsible for closure-related activities in accordance with applicable law.

9. As soon as reasonably practical, the School of Unlimited Learning will prepare final financial records. The School of Unlimited Learning will also have an independent audit completed within six months after the School of Unlimited Learning's closure. The School of Unlimited Learning will pay for the final audit. This final audit can also function as the annual audit. The final audit will be prepared by a qualified Certified Public Accountant selected by the Board. The audit will be conducted using Accounting Principles generally accepted in the United States of America. The audit will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable, and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to School of Unlimited Learning.

10. School of Unlimited Learning will complete and file any annual reports required pursuant to Education Code section 47604.33.

11. On closure, the Charter School shall dispose of any and all net assets of the School of Unlimited Learning remaining after all liabilities of the Charter School have been paid or

otherwise addressed in accordance with the provisions of this section. The disposition of the School of Unlimited Learning's assets shall include, but not be limited to, the following:

- All assets of the Charter School, including but not limited to leaseholds, personal property, **and** intellectual property, remain the sole property of the Fresno Economic Opportunities Commission and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation, subject to the limitations below.
    - Notwithstanding any rule, regulation, Petition provision, Bylaw or document to the contrary, on closure of the Charter School, all assets of the Charter School that have been determined to have been generated exclusively through state and federal apportionment funds for Charter School students, after payment of all debts and liabilities and refunds to applicable agencies, shall be distributed to the District, a California public school, or a California public school district.
- Any liability or debt incurred by the School of Unlimited Learning will be the responsibility of the Fresno Economic Opportunities Commission and not the District. The Board understands and acknowledges the Charter School will cover the outstanding debts or liabilities of SOUL. The School of Unlimited Learning understands and acknowledges only unrestricted funds will be used to pay creditors.
- Any assets originally acquired from the District or District property will be promptly returned to the District upon the School of Unlimited Learning's closure.
- The return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required reports.
- The return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.
- All remaining assets of Charter School will be liquidated as necessary to pay creditors, and all creditors will be paid first.

12. On closure, the School of Unlimited Learning shall remain solely responsible for all liabilities arising from the operation of the Charter School. The District shall not assume, in any way, responsibility or liability for any debts, obligations, or liabilities of the School of Unlimited Learning, including, without limitation, liability for any and all claims, damages, losses, causes of action and demands, including reasonable attorneys' fees and costs, liability for claims of any employees for unpaid wages or other damages, liability for "start-up" loans received by the School of Unlimited Learning, "bridge" loans received by the School of Unlimited Learning,

liability for personal injury or property damage, or liability to any vendors, lessors, creditors, or parents.

13. As the Charter School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures in the non-profit public benefit corporations' Articles of Incorporation and as set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

14. For six (6) calendar months from the closure action or until budget allows, whichever comes first, sufficient staff as deemed appropriate by the Board will retain employment to take care of all necessary tasks and procedures required for a smooth closing of the Charter School and student transfers.

This Element O shall survive the revocation, expiration, termination, or cancellation of this Petition, or any other act or event that would end the School of Unlimited Learning's right to operate as a charter school or cause the Charter School to cease operation. The School of Unlimited Learning and District agree that, due to the nature of the property and activities that are the subject of this Petition, the District and public shall suffer irreparable harm should the Charter School breach any obligation under this Element O. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under this Element O or any provision of this Element O, or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

MISCELLANEOUS PROVISIONS

Financial Planning, Reporting, and Accountability

Governing Law: "The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash-flow and financial projections for the first three years of operation." Education Code Section 47605(h)

Included in the Appendix, please find a detailed multi-year budget that includes revenue and expense projections, as well as cash-flows projections. These projections are based upon the best data available at the time of submission.

The Charter School shall provide reports to the District as follows, and may provide additional fiscal reports as requested by the District:

- By July 1, a preliminary budget for the current fiscal year.
- By July 1, an annual update to the LCAP required pursuant to Education Code Section 47606.5.
- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, or by the required due date, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the authorizer, State Controller, California Department of Education and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year. The report submitted to the authorizer shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

Financial Attendance Accounting

SOUL maintains contemporaneous written records of enrollment and average daily attendance ("ADA"), and makes these available to the District for inspection or audit. Attendance reports, P-1, P-2, and P-Annual shall be submitted to the District by January 15, April 30, and June 30 respectively, each year.

Potential Civil Liability Effects

Governing Law: "Potential civil liability effects, if any, upon the charter school and upon the school district." Education Code Section 47605(h)

SOUL is operated by Fresno Economic Opportunities Commission, a large non-profit community action program within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. SOUL shall work diligently to assist the authorizer in meeting any and all oversight obligations under the law, including authorizer-requested protocols to ensure the authorizer shall not be liable for the operation of the Charter School.

Further, the Charter School shall enter into an operational memorandum of understanding with the District, which shall include a provision where the Charter School shall indemnify the authorizer for the actions of the Charter School under this Petition as well as include provisions regarding SOUL's governance. The MOU shall also include the timeline for submission of a corrective action plan, should one be needed for the annual independent fiscal audit.

The Bylaws provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School has purchased general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks. As stated above, insurance amounts will be determined by the recommendation of the insurance company of the Fresno Economic Opportunities Commission.

The Fresno EOC Board has instituted appropriate agencywide risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution processes.

In addition to compliance with the provisions hereof and below related to insurance and indemnification, the Charter School shall, at minimum, comply with the District's risk management standards, terms, and requirements for insurance and indemnification, defense, and hold harmless provisions to protect the District and SOUL from potential civil liability effects, the specifics of which requirements shall be included in a memorandum of understanding between SOUL and the District. For the avoidance of doubt, risk management standards and requirements for insurance shall be commercially reasonable, typical for charter schools of SOUL's size, fair, and within the scope of insurance products actually available to SOUL in the insurance marketplace and at rates in line with what charter schools generally budget for insurance.

Facilities

Governing Law: "The facilities to be used by the charter school. The description of facilities to be used by the charter school shall specify where the charter school intends to locate." Education Code Section 47605(h)

The School of Unlimited Learning is located on a single, contiguous site which constitutes both 2336 Calaveras Street, Fresno, CA and 1545 N Street, Fresno, CA. These are non-District facilities that SOUL leases. The facilities include approximately 15,000 square feet of indoor space. There are ten classrooms, seven offices, one cafeteria and a theater/auditorium. SOUL intends to remain in this location for the duration of the new charter term and has a lease agreement securing the facilities described in this section for the same time frame.

The Charter School will comply fully with the ADA and Section 504 by ensuring all facilities and programs are accessible to individuals with disabilities. The Charter School is currently remodeling an existing building, listed above, to ensure full ADA compliance and accessibility for all students and staff.

In addition, the Charter School will operate in facilities that comply with applicable building and safety codes and will obtain all necessary permits and approvals from local authorities. Fire safety inspections will be conducted regularly and the Charter School will maintain appropriate insurance coverage to protect against liability and ensure continuity of operations. The Charter School affirms that it does not currently request facilities from the District and currently has secured and maintained its own facilities for the duration of the new charter term.

Administrative Services

Governing Law: "The manner in which administrative services of the charter school are to be provided." Education Code Section 47605(h)

SOUL is part of the District SELPA and intends to stay a member of the District SELPA. Procedures for SOUL to move to a different SELPA are described in the Special Education sections of this Petition. Currently, SOUL does not receive any additional services from the District beyond Special Education.

SOUL receives all of its administrative services including, but not limited to, financial management, human resources, payroll, etc., through the Fresno Economic Opportunities Commission.

Regarding administrative services and the provision of services via outside third parties (e.g. contractors), the current "Formal Bid Procedures" and "Competitive Proposal" sections of Fresno EOC's Purchasing Policy outline the process for determining expertise and selecting contractors. When using Competitive Proposals, the policy requires Fresno EOC and SOUL to "identify all factors on which the proposals will be evaluated and the weighting of each factor." Specific criteria for expertise are explicitly listed as required evaluation factors in this process.

Insurance

As a program of the Fresno Economic Opportunities Commission, SOUL has general liability, workers compensation, excess liability, and other necessary insurance of the types and in the amounts required for a charter school of similar purpose and circumstance. Coverage amounts are based on recommendations provided by the Fresno EOC's third party insurance broker which are then approved by the Fresno EOC Board.

Transportation

Except as required by an IEP under the IDEA, or as otherwise required by law, SOUL does not provide for the transportation of students to and from school.

SPECIAL EDUCATION INFORMATION

The below information is identical to the special education information found in Element A. This language is placed here at the request of the District.

Section 504 of the Rehabilitation Act

SOUL recognizes its legal responsibility to ensure that no one with a disability is excluded from participating in, or denied benefits of, any program of the Charter School. Disability in this context refers to a physical or mental impairment which substantially limits one or more major life activities, including, but not limited to, learning. Any student who has such an identified disability is eligible for accommodations by the Charter School under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

The SOUL 504 team is a multidisciplinary team composed of school staff members who are knowledgeable about the student being evaluated and who have an understanding of the evaluation data and placement options. The parent/guardian, as well as any other individuals pertinent to the well-being of the child, is encouraged to be involved in this process.

The 504 team reviews the student's existing academic, social and behavioral records, and makes a determination as to whether a 504 Plan is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services, those evaluations may be used to help determine eligibility under Section 504. The 504 team assesses the nature of the student's disability and the impact upon the student's education.

If the 504 team deems the student qualified, the team is responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a Free and Appropriate Public Education ("FAPE"). A 504 plan describes the Section 504 disability and provides a combination of services and/or accommodations necessary to enable the student to receive the maximum benefit from their education at SOUL.

All 504 team participants, parents/guardians, teachers and any other participants in the student's education are given a copy of the student's 504 Plan. A copy of the 504 Plan is maintained in the student's file. Each student's 504 Plan is reviewed at least once per year to determine its appropriateness, needed modifications, and the student's continued eligibility.

If during the evaluation or review, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA is made by the 504 team.

Serving Students with Disabilities

SOUL is compliant with all applicable state and federal laws in providing services to students with disabilities, including Section 504, the ADA, the IDEA, and all other civil rights enforced by the U.S. Department for Education Office of Civil Rights. SOUL functions as a school of the District for purposes of providing special education and related services pursuant to Education Code Section 47641(b). It complies with all state and federal laws related to the provision of special education instruction and services. SOUL is a member of the Fresno Unified School District's Special Education Local Plan Area ("SELPA") and complies with all SELPA policies and procedures, and utilizes appropriate SELPA forms. SOUL is solely responsible for its compliance with Section 504 and the ADA. SOUL is responsible for ensuring its campus is accessible for all students with disabilities. Students with disabilities who enroll in SOUL shall be provided services as outlined in the Special Education Memorandum of Understanding ("MOU") with the Fresno Unified School District.

Services for Students under the IDEA

The Charter School provides special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA. The Charter School remains a public school of the District for purposes of Special Education pursuant to Education Code Section 47641(b). No student shall be denied enrollment based on disability. SOUL shall comply with the dispute resolution process of the SELPA.

As a public charter school of the District, solely for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b), in accordance with Education Code Section 47646 and 20 U.S.C. Section 1413, SOUL ensures the appropriate referral, assessment, IEP development, modification and implementation procedures.

SOUL acknowledges the importance of cooperating with the District to ensure FAPE is offered to Charter School students. The Charter School agrees to promptly respond to all District inquiries, to comply with reasonable District directives, and to allow the District access to Charter School students, staff, facilities, equipment and records.

Pursuant to the guidelines stipulated in the MOU between the School of Unlimited Learning and the Fresno Unified School District:

- Special Education Staff assigned by the Fresno Unified School District perform evaluations for students in need of annual, tri-annual and initial assessments.
- SOUL's Guidance Counselor, or other appointed staff, serves as a "designee" between FUSD and SOUL personnel. The designee is current with applicable federal and state laws and stays in close contact with SELPA staff to ensure compliance.
- All Individual Education Programs ("IEPs") are completed on SELPA forms.

- SELPA special education staff and the SOUL designee ensure SOUL teachers and administrators are given adequate notification of IEP meetings.
- The assigned SELPA special education staff inform SOUL's Principal, parents, and students of any IEP meetings. The designee assists as necessary to ensure parents are present at IEP meetings.
- The designee or SOUL registrar informs the assigned SELPA special education staff, or the District, immediately if a special education student disenrolls from SOUL or if a new special education student is enrolling at SOUL.
- The assigned SELPA special education staff inform the SOUL Principal and teachers of any accommodations and IEP requirements for special education students.
- All SOUL staff understand and comply with accommodations and/or modifications within a student's IEP or 504 plan. Teachers ensure substitute teachers are provided with information necessary to ensure full implementation of IEPs or 504 plans.
- All special education records are kept in a secure and locked cabinet. All appropriate SELPA staff have access to these records as needed.
- SOUL understands its responsibility to provide special education instruction and related services to students enrolled in the Charter School regardless of a student's district of residence.
- The SELPA school psychologist provides crisis counseling as needed.

Interim and Initial Placements of New Charter School Students

SOUL shall comply with Education Code Section 56325 with regard to students transferring into SOUL within the academic school year, and shall inform the SELPA as soon as possible of a student transferring to SOUL who may or is eligible for special education services.

In accordance with Education Code Section 56325(a)(1), for students who, within the same academic year, enroll in SOUL from another school district within the State, but outside of the SELPA, and who have a current IEP, the SELPA and SOUL shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the SELPA, via the IEP team, shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into SOUL from a District operated program under the SELPA within the same academic year, SOUL and the District shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the IEP team agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to SOUL with an IEP from outside of California during the same academic year, SOUL and the SELPA shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP

in consultation with the student's parents/guardians, until the SELPA conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the SELPA, and develops a new IEP, if appropriate, that is consistent with federal and state law.

The Charter School shall notify a student's district of residence when a SWD transfers out of the Charter School, or otherwise leaves the Charter School. If the student transfers to a District program, SOUL will also notify the SELPA.

SSTs for Students in Special Education

For students in special education, the SST supports the provision of appropriate interventions and accommodations aligned to individual student needs and assists in determining whether additional evaluation or services may be required. The SST process is designed to ensure students receive timely support within the general education setting and that referrals to special education are data-driven and consistent with applicable state and federal requirements. SOUL's SST is described on page 49 of this petition.

CONCLUSION

By approving this charter renewal petition and a new charter term, the Fresno Unified School District Board of Education will be fulfilling the intent of the Charter Schools Act of 1992, which was created to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

a) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
b) Encourage the use of different and innovative teaching methods.
c) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
d) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
e) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.
f) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.

The School of Unlimited Learning pledges to work cooperatively with the District to answer any questions regarding this document and to present the District with the strongest possible renewal proposal for a new five-year term.

Fresno **Economic Opportunities Commission**

SCHOOL OF UNLIMITED LEARNING

DESIGNATED AS A
DASHBOARD ALTERNATIVE STATUS SCHOOL
BY THE CALIFORNIA DEPARTMENT OF EDUCATION

CHARTER RENEWAL PETITION APPENDIX

July 1, 2026 – June 30, 2031

Submitted to:

Fresno Unified School District
Date Submitted: December 1, 2025

2026-2031
CHARTER SCHOOLS
Multi-Year Projection

CHARTER NAME: ***School of Unlimited Learning***

CHARTERING AUTHORITY: (if applicable) *Fresno Unified School District*

UNRESTRICTED (Resources 0000-1999)		**2026/2027**	**2027/2028**	**2028/2029**	**2029/2030**	**2030/2031**
REVENUES AND OTHER FINANCING SOURCES						
Revenue Limit Sources	*8010-8099*	3,414,970.00	3,540,936.00	3,658,272.00	3,776,651.00	3,810,743.00
Federal Revenues	*8100-8299*	257,821.00	261,337.00	265,257.00	269,236.00	273,236.00
Other State Revenues	*8300-8599*	240,518.00	244,004.00	247,664.00	251,379.00	255,379.00
Other Local Revenues	*8600-8799*	5,075.00	5,151.00	5,228.00	5,306.00	5,385.00
Other Financing Sources	*8910-8999*	0.00	0.00	0.00	0.00	0.00
Total, Revenues		***3,918,384.00***	***4,051,428.00***	***4,176,421.00***	***4,302,572.00***	***4,344,743.00***
EXPENDITURES AND OTHER FINANCING USES						
Certificated Salaries	*1000-1999*	1,451,440.00	1,473,212.00	1,495,310.00	1,517,740.00	1,540,506.10
Classified Salaries	*2000-2999*	488,451.00	495,778.00	570,145.00	578,697.00	587,377.45
Employees Benefits	*3000-3999*	571,916.00	574,775.00	577,649.00	580,537.00	583,439.69
Books and Supplies	*4000-4999*	136,700.00	140,118.00	143,621.00	147,212.00	150,892.29
Services, Other Operating Expenses	*5000-5999*	1,269,877.00	1,367,545.00	1,389,696.00	1,478,386.00	1,482,527.46
Capital Outlay	*6000-6999*	0.00	0.00	0.00	0.00	0.00
Other Outgo (excl. Direct Support/Indirect Costs)	*7100-7299,7400-7499*	0.00	0.00	0.00	0.00	0.00
Direct Support/Indirect Costs	*7300-7399*	0.00	0.00	0.00	0.00	0.00
Other Financing Uses	*7610-7699*	0.00	0.00	0.00	0.00	0.00
Total, Expenditures		***3,918,384***	***4,051,428***	***4,176,421***	***4,302,572***	***4,344,743***
Net Increases/(Decreases) in Fund Balance		***0.00***	***0.00***	***0.00***	***0.00***	***0.00***
FUND BALANCE						
Net Beginning Fund Balance	*9791*	*2,521,065*	*2,521,065*	*2,521,065*	*2,521,065*	*2,521,065*
TOTAL, Ending Fund Balance	***9790***	***2,521,065***	***2,521,065***	***2,521,065***	***2,521,065***	***2,521,065***

DISTRICT BUDGET ASSUMPTIONS:

Revenue Assumptions:

Expense Assumptions:

2026-2031
CHARTER SCHOOLS
Multi-Year Projection

RESTRICTED (Resources 2000-9999)

		2026/2027	2027/2028	2028/2029	2029/2030	2030/2031
REVENUES AND OTHER FINANCING SOURCES						
Revenue Limit Sources	*8010-8099*	-	-	-	-	-
Federal Revenues	*8100-8299*	104,794	106,366	107,961	109,850	110,949
Other State Revenues	*8300-8599*	20,300	20,605	20,914	21,228	21,440
Other Local Revenues	*8600-8799*	-	-	-	-	-
Other Financing Sources	*8910-8999*	-	-	-	-	-
Total, Revenues		***125,094***	***126,971***	***128,875***	***131,078***	***132,389***
EXPENDITURES AND OTHER FINANCING USES						
Certificated Salaries	*1000-1999*	62,525	63,150	63,782	64,420	64,420
Classified Salaries	*2000-2999*	-	-	-	-	-
Employees Benefits	*3000-3999*	15,664	15,821	15,979	16,139	16,139
Books and Supplies	*4000-4999*	22,736	22,963	23,193	23,425	23,425
Services, Other Operating Expenses	*5000-5999*	24,169	25,037	25,921	27,094	28,405
Capital Outlay	*6000-6999*	-	-	-	-	-
Other Outgo (excl. Direct Support/Indirect Costs)	*7100-7299,7400-7499*	-	-	-	-	-
Direct Support/Indirect Costs	*7300-7399*	-	-	-	-	-
Other Financing Uses	*7610-7699*	-	-	-	-	-
Total, Expenditures		***125,094***	***126,971***	***128,875***	***131,078***	***132,389***
Net Increases/(Decreases) in Fund Balance		-	-	-	-	-
FUND BALANCE						
Net Beginning Fund Balance	*9791*	100,000	*100,000*	*100,000*	*100,000*	*100,000*
TOTAL, Ending Fund Balance	***9790***	***100,000***	***100,000***	***100,000***	***100,000***	***100,000***

DISTRICT BUDGET ASSUMPTIONS:

Revenue Assumptions:

Expense Assumptions:

2026-2031
CHARTER SCHOOLS
Multi-Year Projection

UNRESTRICTED/RESTRICTED		2026/2027	2027/2028	2028/2029	2029/2030	2030/2031
REVENUES AND OTHER FINANCING SOURCES						
Revenue Limit Sources	*8010-8099*	3,414,970	3,540,936	3,658,272	3,776,651	3,810,743
Federal Revenues	*8100-8299*	362,615	367,703	373,218	379,086	384,185
Other State Revenues	*8300-8599*	260,818	264,609	268,578	272,607	276,819
Other Local Revenues	*8600-8799*	5,075	5,151	5,228	5,306	5,385
Other Financing Sources	*8910-8999*	-	-	-	-	-
Total, Revenues		***4,043,478***	***4,178,399***	***4,305,296***	***4,433,650***	***4,477,132***
EXPENDITURES AND OTHER FINANCING USES						
Certificated Salaries	*1000-1999*	1,513,965	1,536,362	1,559,092	1,582,160	1,604,926
Classified Salaries	*2000-2999*	488,451	495,778	570,145	578,697	587,377
Employees Benefits	*3000-3999*	587,580	590,596	593,628	596,676	599,579
Books and Supplies	*4000-4999*	159,436	163,081	166,814	170,637	174,317
Services, Other Operating Expenses	*5000-5999*	1,294,046	1,392,582	1,415,617	1,505,480	1,510,932
Capital Outlay	*6000-6999*	-	-	-	-	-
Other Outgo (excl. Direct Support/Indirect Costs)	*7100-7299,7400-7499*	-	-	-	-	-
Direct Support/Indirect Costs	*7300-7399*	-	-	-	-	-
Other Financing Uses	*7610-7699*	-	-	-	-	-
Total, Expenditures		***4,043,478***	***4,178,399***	***4,305,296***	***4,433,650***	***4,477,132***
Net Increases/(Decreases) in Fund Balance		***0.00***	***0.00***	***0.00***	***0.00***	***0.00***
FUND BALANCE						
Net Beginning Fund Balance	*9791*	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065
TOTAL, Ending Fund Balance	***9790***	***2,621,065***	***2,621,065***	***2,621,065***	***2,621,065***	***2,621,065***
	ADA	***184.00***	***184.00***	***184.00***	***184.00***	***184.00***
	Enrollment	***200.00***	***200.00***	***200.00***	***200.00***	***200.00***
	Unduplicated Count	***200.00***	***200.00***	***200.00***	***200.00***	***200.00***
COMPONENTS OF ENDING FUND BALANCE:						
Reserve for Revolving Cash	9711	0.00	0.00	0.00	0.00	0.00
Stores	9712	0.00	0.00	0.00	0.00	0.00
Prepaid Expenditures	9713	0.00	0.00	0.00	0.00	0.00
Designated for Economic Uncertainties	9770	0.00	0.00	0.00	0.00	0.00
Other Designations	9780	0.00	0.00	0.00	0.00	0.00
Undesignated Amount	9791	0	0	0	0	0
Components of Ending Fund Balance		***0***	***0***	***0***	***0***	***0***

School of Unlimited Learning

Multi-Year Forecast

Revised 12/3/2025

	2026-27	2027-28	2028-29	2029-30	2030-31
	Forecast	Forecast	Forecast	Forecast	Forecast
Assumptions					
State COLA	*3.02%*	*3.42%*	*3.31%*	*3.25%*	*3.25%*
Other Revenue COLA	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Expense COLA	*2.98%*	*2.77%*	*2.90%*	*3.00%*	*3.00%*
Enrollment	*200.00*	*200.00*	*200.00*	*200.00*	*200.00*
Average Daily Attendance	*184.00*	*184.00*	*184.00*	*184.00*	*184.00*
Revenues					
State Aid - Revenue Limit					
8011 LCFF State Aid	$ 2,385,623	$ 2,484,040	$ 2,573,802	$ 2,664,296	$ 2,698,388
8012 Education Protection Account	805,514	833,063	860,637	888,522	888,522
8096 In Lieu of Property Taxes	223,833	223,833	223,833	223,833	223,833
	3,414,970	3,540,936	3,658,272	3,776,651	3,810,743
Federal Revenue					
8220 Federal Child Nutrition	10,000	10,000	10,000	10,000	10,000
8290 Title I, Part A - Basic Low Income	75,000	75,000	75,000	75,000	75,000
8291 Title II, Part A - Teacher Quality	10,000	10,000	10,000	10,000	10,000
8296 Other Federal Revenue	267,615	272,703	278,218	284,086	289,185
	362,615	367,703	373,218	379,086	384,185
Other State Revenue					
8311 State Special Education	167,835	173,575	179,321	185,149	191,166
8520 Child Nutrition	1,545	1,598	1,651	1,705	1,761
8550 Mandated Cost	10,812	11,182	11,552	11,928	12,315
8560 State Lottery	50,232	50,232	50,232	50,232	50,232
8599 Other State Revenue	30,393	28,021	25,822	23,593	21,345
	260,818	264,609	268,578	272,607	276,819
Other Local Revenue					
8660 Interest Revenue	3,000	3,000	3,000	3,000	3,000
8699 School Fundraising	2,075	2,151	2,228	2,306	2,384
	5,075	5,151	5,228	5,306	5,384
Total Revenue	**$ 4,043,478**	**$ 4,178,399**	**$ 4,305,296**	**$ 4,433,650**	**$ 4,477,131**
Expenses					
Certificated Salaries					
1100 Teachers' Salaries	975,894	983,387	990,081	996,647	1,001,848
1200 Pupil Support Salaries	411,672	423,075	435,344	447,969	461,408
1300 Administrators' Salaries	126,399	129,900	133,667	137,543	141,670
	1,513,965	1,536,362	1,559,092	1,582,160	1,604,926
Classified Salaries					
2200 Support Salaries	226,929	233,215	239,978	246,937	254,345
2400 Clerical and Office Staff Salaries	261,522	262,563	330,167	331,760	333,032
	488,451	495,778	570,145	578,697	587,377
Benefits					
3101 STRS	289,167	293,445	297,787	302,193	306,541
3301 OASDI	30,284	30,738	35,349	35,879	36,417
3311 Medicare	29,035	29,466	30,874	31,332	31,788
3401 Health and Welfare	179,581	177,165	164,459	161,337	158,118
3501 State Unemployment	13,064	12,638	13,230	13,230	13,230

School of Unlimited Learning

Multi-Year Forecast

Revised 12/3/2025

	2026-27	2027-28	2028-29	2029-30	2030-31
	Forecast	Forecast	Forecast	Forecast	Forecast
3601 Workers' Compensation	22,027	22,354	23,422	23,769	24,115
3901 Other Benefits	24,423	24,789	28,507	28,935	29,369
	587,580	590,596	593,628	596,676	599,579
Books and Supplies					
4200 Books and Other Materials	1,133	1,164	1,198	1,234	1,271
4302 School Supplies	62,080	63,800	65,650	67,620	69,648
4305 Software	15,447	15,875	16,335	16,825	17,330
4310 Office Expense	19,502	20,042	20,624	21,242	21,880
4400 Noncapitalized Equipment	49,430	50,029	50,482	50,816	50,901
4700 Food Services	11,843	12,171	12,524	12,900	13,287
	159,436	163,081	166,814	170,637	174,317
Subagreement Services					
5104 Transportation	7,466	7,673	7,895	8,132	8,376
5105 Security	6,179	6,350	6,534	6,730	6,932
5106 Other Educational Consultants	215,011	250,967	258,245	291,581	276,355
	228,656	264,990	272,675	306,443	291,663
Operations and Housekeeping					
5201 Auto and Travel	2,060	2,117	2,178	2,243	2,311
5400 Insurance	30,225	31,062	31,963	32,922	33,909
5501 Utilities	33,983	34,925	35,938	37,016	38,126
5502 Janitorial Services	19,051	19,579	20,147	20,751	21,374
5900 Communications	27,290	28,046	28,859	29,725	30,616
5901 Postage and Shipping	669	688	708	729	751
	113,278	116,416	119,792	123,386	127,087
Facilities, Repairs and Other Leases					
5601 Rent	140,818	140,818	140,818	140,818	140,818
5603 Equipment Leases	5,149	5,292	5,445	5,608	5,777
5610 Repairs and Maintenance	51,490	52,966	54,502	56,137	57,821
	197,457	199,076	200,765	202,564	204,416
Professional/Consulting Services					
5801 IT	77,235	109,374	97,552	125,479	125,479
5802 Audit & Taxes	20,596	21,167	21,780	22,434	23,107
5803 Legal	10,298	10,583	10,890	11,217	11,553
5804 Professional Development	25,745	26,458	27,225	28,042	28,883
5806 Special Activities/Field Trips	7,724	10,938	11,256	11,593	11,941
5808 Printing	309	317	327	337	347
5811 Management Fee	206,578	212,300	218,457	225,010	231,761
5812 District Oversight Fee	341,497	354,094	365,827	377,665	381,074
5814 SPED Encroachment	62,099	64,223	66,349	68,505	70,731
5815 Public Relations/Recruitment	2,575	2,646	2,723	2,804	2,888
	754,655	812,101	822,386	873,086	887,765
Total Expenses	**$ 4,043,478**	**$ 4,178,399**	**$ 4,305,296**	**$ 4,433,649**	**$ 4,477,131**
Surplus (Deficit)	**$ 0**	**$ (0)**	**$ (0)**	**$ 0**	**$ 0**

Fund Balance, Beginning of Year	$ 2,658,329	$ 2,658,329	$ 2,658,329	$ 2,658,329	$ 2,658,329
Fund Balance, End of Year	**$ 2,658,329**	**$ 2,658,329**	**$ 2,658,329**	**$ 2,658,329**	**$ 2,658,329**
	65.7%	***63.6%***	***61.7%***	***60.0%***	***59.4%***

School of Unlimited Learning

Multi-Year Forecast

Revised 12/3/2025

	2026-27	2027-28	2028-29	2029-30	2030-31
	Forecast	Forecast	Forecast	Forecast	Forecast
Cash Flow Adjustments					
Surplus (Deficit)	0	(0)	(0)	0	0
Cash Flows From Operating Activities					
Public Funding Receivables	(123,521)	(38,333)	(37,704)	(38,179)	(5,053)
Due To/From Related Parties	110,683	34,502	33,947	34,382	4,546
Accounts Payable	12,838	3,832	3,757	3,797	507
Total Change in Cash	(0)	0	(0)	0	(0)
Cash, Beginning of Year	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065
Cash, End of Year	**$ 2,621,065**	**$ 2,621,065**	**$ 2,621,065**	**$ 2,621,065**	**$ 2,621,065**

School of Unlimited Learning

Monthly Cash Flow/Forecast FY26-27

Revised 12/3/2025

ADA = 184.00

	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Revenues															ADA =	184.00
State Aid - Revenue Limit																
8011 LCFF State Aid	-	119,281	119,281	214,706	214,706	214,706	214,706	214,706	214,706	214,706	214,706	214,706	214,706	**2,385,623**	2,297,664	87,959
8012 Education Protection Account	-	-	-	195,475	-	-	195,475	-	-	213,185	-	-	201,379	**805,514**	781,901	23,613
8096 In Lieu of Property Taxes	-	13,430	26,860	17,907	17,907	17,907	17,907	17,907	31,337	15,668	15,668	15,668	15,668	**223,833**	223,833	-
	-	132,711	146,141	428,088	232,613	232,613	428,088	232,613	246,043	443,559	230,374	230,374	431,753	**3,414,970**	**3,303,398**	**111,572**
Federal Revenue																
8220 Federal Child Nutrition	-	-	500	500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	**10,000**	10,000	-
8290 Title I, Part A - Basic Low Income	-	-	18,750	-	-	18,750	-	-	18,750	-	-	-	18,750	**75,000**	75,000	-
8291 Title II, Part A - Teacher Quality	-	-	2,500	-	-	2,500	-	-	2,500	-	-	-	2,500	**10,000**	10,000	-
8296 Other Federal Revenue	-	-	-	66,904	-	-	66,904	-	-	66,904	-	-	66,904	**267,615**	267,615	-
	-	-	21,750	67,404	1,000	22,250	67,904	1,000	22,250	67,904	1,000	1,000	89,154	**362,615**	**362,615**	**-**
Other State Revenue																
8311 State Special Education	-	8,392	8,392	15,105	15,105	15,105	15,105	15,105	15,105	15,105	15,105	15,105	15,105	**167,835**	162,915	4,920
8520 Child Nutrition	-	-	77	77	155	155	155	155	155	155	155	155	155	**1,545**	1,500	45
8550 Mandated Cost	-	-	-	-	-	10,812	-	-	-	-	-	-	-	**10,812**	10,339	473
8560 State Lottery	-	-	-	-	-	-	12,558	-	-	12,558	-	-	25,116	**50,232**	50,232	-
8599 Other State Revenue	-	-	-	-	19,755	-	-	-	-	7,598	-	-	3,039	**30,393**	109,074	(78,681)
	-	8,392	8,469	15,182	35,015	26,072	27,818	15,260	15,260	35,416	15,260	15,260	43,415	**260,818**	334,061	(73,243)
Other Local Revenue																
8660 Interest Revenue	250	250	250	250	250	250	250	250	250	250	250	250	-	**3,000**	3,000	-
8699 School Fundraising	173	173	173	173	173	173	173	173	173	173	173	173	-	**2,075**	2,075	-
	423	423	423	423	423	423	423	423	423	423	423	423	-	**5,075**	**5,075**	**-**
Total Revenue	**423**	**141,526**	**176,783**	**511,097**	**269,051**	**281,358**	**524,232**	**249,295**	**283,975**	**547,302**	**247,057**	**247,057**	**564,322**	**4,043,478**	**4,005,149**	**38,329**
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	81,325	81,325	81,325	81,325	81,325	81,325	81,325	81,325	81,325	81,325	81,325	81,325	-	**975,894**	755,976	(219,918)
1200 Pupil Support Salaries	34,306	34,306	34,306	34,306	34,306	34,306	34,306	34,306	34,306	34,306	34,306	34,306	-	**411,672**	399,759	(11,913)
1300 Administrators' Salaries	10,533	10,533	10,533	10,533	10,533	10,533	10,533	10,533	10,533	10,533	10,533	10,533	-	**126,399**	122,741	(3,658)
	126,164	126,164	126,164	126,164	126,164	126,164	126,164	126,164	126,164	126,164	126,164	126,164	-	**1,513,965**	**1,278,476**	**(235,489)**
Classified Salaries																
2200 Support Salaries	18,911	18,911	18,911	18,911	18,911	18,911	18,911	18,911	18,911	18,911	18,911	18,911	-	**226,929**	220,362	(6,567)
2400 Clerical and Office Staff Salaries	21,794	21,794	21,794	21,794	21,794	21,794	21,794	21,794	21,794	21,794	21,794	21,794	-	**261,522**	249,465	(12,057)
	40,704	40,704	40,704	40,704	40,704	40,704	40,704	40,704	40,704	40,704	40,704	40,704	-	**488,451**	**469,827**	**(18,624)**
Benefits																
3101 STRS	24,097	24,097	24,097	24,097	24,097	24,097	24,097	24,097	24,097	24,097	24,097	24,097	-	**289,167**	131,520	(157,647)
3301 OASDI	2,524	2,524	2,524	2,524	2,524	2,524	2,524	2,524	2,524	2,524	2,524	2,524	-	**30,284**	29,129	(1,155)
3311 Medicare	2,420	2,420	2,420	2,420	2,420	2,420	2,420	2,420	2,420	2,420	2,420	2,420	-	**29,035**	26,781	(2,254)
3401 Health and Welfare	14,965	14,965	14,965	14,965	14,965	14,965	14,965	14,965	14,965	14,965	14,965	14,965	-	**179,581**	174,375	(5,206)
3501 State Unemployment	653	653	653	653	653	653	3,266	2,613	1,306	653	653	653	-	**13,064**	12,740	(324)
3601 Workers' Compensation	1,836	1,836	1,836	1,836	1,836	1,836	1,836	1,836	1,836	1,836	1,836	1,836	-	**22,027**	20,317	(1,710)
3901 Other Benefits	2,035	2,035	2,035	2,035	2,035	2,035	2,035	2,035	2,035	2,035	2,035	2,035	-	**24,423**	92,350	67,927
	48,530	48,530	48,530	48,530	48,530	48,530	51,142	50,489	49,183	48,530	48,530	48,530	-	**587,580**	**487,212**	**(100,368)**
Books and Supplies																
4200 Books and Other Materials	227	227	227	227	227	-	-	-	-	-	-	-	-	**1,133**	1,100	(33)
4302 School Supplies	5,173	5,173	5,173	5,173	5,173	5,173	5,173	5,173	5,173	5,173	5,173	5,173	-	**62,080**	60,284	(1,796)
4305 Software	1,287	1,287	1,287	1,287	1,287	1,287	1,287	1,287	1,287	1,287	1,287	1,287	-	**15,447**	15,000	(447)
4310 Office Expense	1,625	1,625	1,625	1,625	1,625	1,625	1,625	1,625	1,625	1,625	1,625	1,625	-	**19,502**	19,000	(502)
4400 Noncapitalized Equipment	-	9,886	9,886	9,886	9,886	9,886	-	-	-	-	-	-	-	**49,430**	48,000	(1,430)
4700 Food Services	-	1,077	1,077	1,077	1,077	1,077	1,077	1,077	1,077	1,077	1,077	1,077	-	**11,843**	11,500	(343)
	8,312	19,275	19,275	19,275	19,275	19,049	9,162	9,162	9,162	9,162	9,162	9,162	-	**159,436**	**154,884**	**(4,552)**

School of Unlimited Learning

Monthly Cash Flow/Forecast FY26-27

Revised 12/3/2025

ADA = 184.00

	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Subagreement Services																
5104 Transportation	-	679	679	679	679	679	679	679	679	679	679	679	-	**7,466**	7,250	(216)
5105 Security	-	562	562	562	562	562	562	562	562	562	562	562	-	**6,179**	6,000	(179)
5106 Other Educational Consultants	-	-	21,501	21,501	21,501	21,501	21,501	21,501	21,501	21,501	21,501	21,501	-	**215,011**	208,790	(6,222)
	-	1,240	22,742	22,742	22,742	22,742	22,742	22,742	22,742	22,742	22,742	22,742	-	**228,656**	**222,040**	**(6,617)**
Operations and Housekeeping																
5201 Auto and Travel	-	187	187	187	187	187	187	187	187	187	187	187	-	**2,060**	2,000	(60)
5400 Insurance	2,519	2,519	2,519	2,519	2,519	2,519	2,519	2,519	2,519	2,519	2,519	2,519	-	**30,225**	29,350	(875)
5501 Utilities	2,832	2,832	2,832	2,832	2,832	2,832	2,832	2,832	2,832	2,832	2,832	2,832	-	**33,983**	33,000	(983)
5502 Janitorial Services	1,588	1,588	1,588	1,588	1,588	1,588	1,588	1,588	1,588	1,588	1,588	1,588	-	**19,051**	18,500	(551)
5900 Communications	2,274	2,274	2,274	2,274	2,274	2,274	2,274	2,274	2,274	2,274	2,274	2,274	-	**27,290**	26,500	(790)
5901 Postage and Shipping	-	-	67	67	67	67	67	67	67	67	67	67	-	**669**	650	(19)
	9,212	9,400	9,467	9,467	9,467	9,467	9,467	9,467	9,467	9,467	9,467	9,467	-	**113,278**	**110,000**	**(3,278)**
Facilities, Repairs and Other Leases																
5601 Rent	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	-	**140,818**	140,818	-
5603 Equipment Leases	429	429	429	429	429	429	429	429	429	429	429	429	-	**5,149**	5,000	(149)
5610 Repairs and Maintenance	4,291	4,291	4,291	4,291	4,291	4,291	4,291	4,291	4,291	4,291	4,291	4,291	-	**51,490**	50,000	(1,490)
	16,455	16,455	16,455	16,455	16,455	16,455	16,455	16,455	16,455	16,455	16,455	16,455	-	**197,457**	**195,818**	**(1,639)**
Professional/Consulting Services																
5801 IT	6,436	6,436	6,436	6,436	6,436	6,436	6,436	6,436	6,436	6,436	6,436	6,436	-	**77,235**	75,000	(2,235)
5802 Audit & Taxes	-	-	-	6,865	6,865	6,865	-	-	-	-	-	-	-	**20,596**	20,000	(596)
5803 Legal	858	858	858	858	858	858	858	858	858	858	858	858	-	**10,298**	10,000	(298)
5804 Professional Development	-	-	2,575	2,575	2,575	2,575	2,575	2,575	2,575	2,575	2,575	2,575	-	**25,745**	25,000	(745)
5806 Special Activities/Field Trips	-	-	-	-	-	-	-	2,575	2,575	2,575	-	-	-	**7,724**	7,500	(224)
5808 Printing	-	-	31	31	31	31	31	31	31	31	31	31	-	**309**	300	(9)
5811 Management Fee	17,215	17,215	17,215	17,215	17,215	17,215	17,215	17,215	17,215	17,215	17,215	17,215	-	**206,578**	200,600	(5,978)
5812 District Oversight Fee	-	13,271	14,614	42,809	23,261	23,261	42,809	23,261	24,604	44,356	23,037	23,037	43,175	**341,497**	330,340	(11,157)
5814 SPED Encroachment	-	3,105	3,105	5,589	5,589	5,589	5,589	5,589	5,589	5,589	5,589	5,589	5,589	**62,099**	60,279	(1,820)
5815 Public Relations/Recruitment	-	-	257	257	257	257	257	257	257	257	257	257	-	**2,575**	2,500	(74)
	24,509	40,885	45,091	82,635	63,088	63,088	75,770	58,797	60,140	79,891	55,998	55,998	48,764	**754,655**	**731,519**	**(23,136)**
Total Expenses	**273,886**	**302,653**	**328,427**	**365,971**	**346,423**	**346,197**	**351,605**	**333,979**	**334,016**	**353,114**	**329,221**	**329,221**	**48,764**	**4,043,478**	**3,649,776**	**(393,702)**
Monthly Surplus (Deficit)	**(273,463)**	**(161,127)**	**(151,644)**	**145,126**	**(77,372)**	**(64,839)**	**172,627**	**(84,684)**	**(50,041)**	**194,188**	**(82,164)**	**(82,164)**	**515,557**	**0**	**355,373**	**(355,373)**
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(273,463)	(161,127)	(151,644)	145,126	(77,372)	(64,839)	172,627	(84,684)	(50,041)	194,188	(82,164)	(82,164)	515,557	**0**		
Cash flows from operating activities																
Public Funding Receivables	306,209	-	27,269	-	-	25,490	81,833	-	-	-	-	-	(564,322)	**(123,521)**		
Due To/From Related Parties	3,181	161,127	124,375	(145,126)	77,372	39,349	(254,460)	84,684	50,041	(194,188)	82,164	82,164	-	**110,683**		
Accounts Payable	(35,926)	-	-	-	-	-	-	-	-	-	-	-	48,764	**12,838**		
Total Change in Cash	0	0	(0)	0	(0)	0	(0)	0	0	(0)	(0)	(0)				
Cash, Beginning of Month	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065	2,621,066	2,621,065	2,621,065				
Cash, End of Month	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,066**	**2,621,065**	**2,621,065**	**2,621,065**				

School of Unlimited Learning

Monthly Cash Flow/Forecast FY27-28

Revised 12/3/2025

ADA = 184.00

	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Revenues															ADA =	184.00
State Aid - Revenue Limit																
8011 LCFF State Aid	-	124,202	124,202	223,564	223,564	223,564	223,564	223,564	223,564	223,564	223,564	223,564	223,564	**2,484,040**	2,385,623	98,417
8012 Education Protection Account	-	-	-	195,475	-	-	195,475	-	-	213,185	-	-	228,928	**833,063**	805,514	27,549
8096 In Lieu of Property Taxes	-	13,430	26,860	17,907	17,907	17,907	17,907	17,907	31,337	15,668	15,668	15,668	15,668	**223,833**	223,833	-
	-	137,632	151,062	436,945	241,470	241,470	436,945	241,470	254,900	452,417	239,232	239,232	468,159	**3,540,936**	**3,414,970**	**125,966**
Federal Revenue																
8220 Federal Child Nutrition	-	-	500	500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	**10,000**	10,000	-
8290 Title I, Part A - Basic Low Income	-	-	18,750	-	-	18,750	-	-	18,750	-	-	-	18,750	**75,000**	75,000	-
8291 Title II, Part A - Teacher Quality	-	-	2,500	-	-	2,500	-	-	2,500	-	-	-	2,500	**10,000**	10,000	-
8296 Other Federal Revenue	-	-	-	68,176	-	-	68,176	-	-	68,176	-	-	68,176	**272,703**	267,615	5,088
	-	-	21,750	68,676	1,000	22,250	69,176	1,000	22,250	69,176	1,000	1,000	90,426	**367,703**	**362,615**	**5,088**
Other State Revenue																
8311 State Special Education	-	8,679	8,679	15,622	15,622	15,622	15,622	15,622	15,622	15,622	15,622	15,622	15,622	**173,575**	167,835	5,740
8520 Child Nutrition	-	-	80	80	160	160	160	160	160	160	160	160	160	**1,598**	1,545	53
8550 Mandated Cost	-	-	-	-	-	10,812	-	-	-	-	-	-	370	**11,182**	10,812	370
8560 State Lottery	-	-	-	-	-	-	12,558	-	-	12,558	-	-	25,116	**50,232**	50,232	-
8599 Other State Revenue	-	-	-	-	18,214	-	-	-	-	7,005	-	-	2,802	**28,021**	30,393	(2,372)
	-	8,679	8,759	15,702	33,995	26,594	28,340	15,782	15,782	35,345	15,782	15,782	44,069	**264,609**	260,818	3,791
Other Local Revenue																
8660 Interest Revenue	250	250	250	250	250	250	250	250	250	250	250	250	-	**3,000**	3,000	-
8699 School Fundraising	179	179	179	179	179	179	179	179	179	179	179	179	-	**2,151**	2,075	76
	429	429	429	429	429	429	429	429	429	429	429	429	-	**5,151**	**5,075**	**76**
Total Revenue	**429**	**146,740**	**182,000**	**521,752**	**276,895**	**290,743**	**534,890**	**258,681**	**293,361**	**557,367**	**256,443**	**256,443**	**602,655**	**4,178,399**	**4,043,478**	**134,921**
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	81,949	81,949	81,949	81,949	81,949	81,949	81,949	81,949	81,949	81,949	81,949	81,949	-	**983,387**	975,894	(7,493)
1200 Pupil Support Salaries	35,256	35,256	35,256	35,256	35,256	35,256	35,256	35,256	35,256	35,256	35,256	35,256	-	**423,075**	411,672	(11,403)
1300 Administrators' Salaries	10,825	10,825	10,825	10,825	10,825	10,825	10,825	10,825	10,825	10,825	10,825	10,825	-	**129,900**	126,399	(3,501)
	128,030	128,030	128,030	128,030	128,030	128,030	128,030	128,030	128,030	128,030	128,030	128,030	-	**1,536,362**	**1,513,965**	**(22,397)**
Classified Salaries																
2200 Support Salaries	19,435	19,435	19,435	19,435	19,435	19,435	19,435	19,435	19,435	19,435	19,435	19,435	-	**233,215**	226,929	(6,286)
2400 Clerical and Office Staff Salaries	21,880	21,880	21,880	21,880	21,880	21,880	21,880	21,880	21,880	21,880	21,880	21,880	-	**262,563**	261,522	(1,041)
	41,315	41,315	41,315	41,315	41,315	41,315	41,315	41,315	41,315	41,315	41,315	41,315	-	**495,778**	**488,451**	**(7,327)**
Benefits																
3101 STRS	24,454	24,454	24,454	24,454	24,454	24,454	24,454	24,454	24,454	24,454	24,454	24,454	-	**293,445**	289,167	(4,278)
3301 OASDI	2,562	2,562	2,562	2,562	2,562	2,562	2,562	2,562	2,562	2,562	2,562	2,562	-	**30,738**	30,284	(454)
3311 Medicare	2,456	2,456	2,456	2,456	2,456	2,456	2,456	2,456	2,456	2,456	2,456	2,456	-	**29,466**	29,035	(431)
3401 Health and Welfare	14,764	14,764	14,764	14,764	14,764	14,764	14,764	14,764	14,764	14,764	14,764	14,764	-	**177,165**	179,581	2,416
3501 State Unemployment	632	632	632	632	632	632	3,160	2,528	1,264	632	632	632	-	**12,638**	13,064	425
3601 Workers' Compensation	1,863	1,863	1,863	1,863	1,863	1,863	1,863	1,863	1,863	1,863	1,863	1,863	-	**22,354**	22,027	(327)
3901 Other Benefits	2,066	2,066	2,066	2,066	2,066	2,066	2,066	2,066	2,066	2,066	2,066	2,066	-	**24,789**	24,423	(366)
	48,795	48,795	48,795	48,795	48,795	48,795	51,323	50,691	49,427	48,795	48,795	48,795	-	**590,596**	**587,580**	**(3,015)**
Books and Supplies																
4200 Books and Other Materials	233	233	233	233	233	-	-	-	-	-	-	-	-	**1,164**	1,133	(31)
4302 School Supplies	5,317	5,317	5,317	5,317	5,317	5,317	5,317	5,317	5,317	5,317	5,317	5,317	-	**63,800**	62,080	(1,720)
4305 Software	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	-	**15,875**	15,447	(428)
4310 Office Expense	1,670	1,670	1,670	1,670	1,670	1,670	1,670	1,670	1,670	1,670	1,670	1,670	-	**20,042**	19,502	(540)
4400 Noncapitalized Equipment	-	10,006	10,006	10,006	10,006	10,006	-	-	-	-	-	-	-	**50,029**	49,430	(598)
4700 Food Services	-	1,106	1,106	1,106	1,106	1,106	1,106	1,106	1,106	1,106	1,106	1,106	-	**12,171**	11,843	(328)
	8,543	19,655	19,655	19,655	19,655	19,422	9,416	9,416	9,416	9,416	9,416	9,416	-	**163,081**	**159,436**	**(3,645)**

School of Unlimited Learning

Monthly Cash Flow/Forecast FY27-28

Revised 12/3/2025

ADA = 184.00

	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Subagreement Services																
5104 Transportation	-	698	698	698	698	698	698	698	698	698	698	698	-	**7,673**	7,466	(207)
5105 Security	-	577	577	577	577	577	577	577	577	577	577	577	-	**6,350**	6,179	(171)
5106 Other Educational Consultants	-	-	25,097	25,097	25,097	25,097	25,097	25,097	25,097	25,097	25,097	25,097	-	**250,967**	215,011	(35,956)
	-	1,275	26,372	26,372	26,372	26,372	26,372	26,372	26,372	26,372	26,372	26,372	-	**264,990**	**228,656**	**(36,334)**
Operations and Housekeeping																
5201 Auto and Travel	-	192	192	192	192	192	192	192	192	192	192	192	-	**2,117**	2,060	(57)
5400 Insurance	2,588	2,588	2,588	2,588	2,588	2,588	2,588	2,588	2,588	2,588	2,588	2,588	-	**31,062**	30,225	(837)
5501 Utilities	2,910	2,910	2,910	2,910	2,910	2,910	2,910	2,910	2,910	2,910	2,910	2,910	-	**34,925**	33,983	(941)
5502 Janitorial Services	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	1,632	-	**19,579**	19,051	(528)
5900 Communications	2,337	2,337	2,337	2,337	2,337	2,337	2,337	2,337	2,337	2,337	2,337	2,337	-	**28,046**	27,290	(756)
5901 Postage and Shipping	-	-	69	69	69	69	69	69	69	69	69	69	-	**688**	669	(19)
	9,468	9,660	9,729	9,729	9,729	9,729	9,729	9,729	9,729	9,729	9,729	9,729	-	**116,416**	**113,278**	**(3,138)**
Facilities, Repairs and Other Leases																
5601 Rent	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	-	**140,818**	140,818	-
5603 Equipment Leases	441	441	441	441	441	441	441	441	441	441	441	441	-	**5,292**	5,149	(143)
5610 Repairs and Maintenance	4,414	4,414	4,414	4,414	4,414	4,414	4,414	4,414	4,414	4,414	4,414	4,414	-	**52,966**	51,490	(1,476)
	16,590	16,590	16,590	16,590	16,590	16,590	16,590	16,590	16,590	16,590	16,590	16,590	-	**199,076**	**197,457**	**(1,619)**
Professional/Consulting Services																
5801 IT	9,115	9,115	9,115	9,115	9,115	9,115	9,115	9,115	9,115	9,115	9,115	9,115	-	**109,374**	77,235	(32,139)
5802 Audit & Taxes	-	-	-	7,056	7,056	7,056	-	-	-	-	-	-	-	**21,167**	20,596	(571)
5803 Legal	882	882	882	882	882	882	882	882	882	882	882	882	-	**10,583**	10,298	(285)
5804 Professional Development	-	-	2,646	2,646	2,646	2,646	2,646	2,646	2,646	2,646	2,646	2,646	-	**26,458**	25,745	(713)
5806 Special Activities/Field Trips	-	-	-	-	-	-	-	3,646	3,646	3,646	-	-	-	**10,938**	7,724	(3,215)
5808 Printing	-	-	32	32	32	32	32	32	32	32	32	32	-	**317**	309	(9)
5811 Management Fee	17,692	17,692	17,692	17,692	17,692	17,692	17,692	17,692	17,692	17,692	17,692	17,692	-	**212,300**	206,578	(5,722)
5812 District Oversight Fee	-	13,763	15,106	43,695	24,147	24,147	43,695	24,147	25,490	45,242	23,923	23,923	46,816	**354,094**	341,497	(12,597)
5814 SPED Encroachment	-	3,211	3,211	5,780	5,780	5,780	5,780	5,780	5,780	5,780	5,780	5,780	5,780	**64,223**	62,099	(2,124)
5815 Public Relations/Recruitment	-	-	265	265	265	265	265	265	265	265	265	265	-	**2,646**	2,575	(71)
	27,688	44,662	48,948	87,160	67,613	67,613	80,105	64,204	65,547	85,298	60,334	60,334	52,596	**812,101**	**754,655**	**(57,446)**
Total Expenses	**280,428**	**309,982**	**339,432**	**377,645**	**358,098**	**357,865**	**362,879**	**346,346**	**346,425**	**365,544**	**340,580**	**340,580**	**52,596**	**4,178,399**	**4,043,478**	**(134,921)**
Monthly Surplus (Deficit)	**(279,999)**	**(163,242)**	**(157,433)**	**144,107**	**(81,203)**	**(67,121)**	**172,011**	**(87,664)**	**(53,064)**	**191,822**	**(84,137)**	**(84,137)**	**550,059**	**(0)**	**0**	**(0)**
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(279,999)	(163,242)	(157,433)	144,107	(81,203)	(67,121)	172,011	(87,664)	(53,064)	191,822	(84,137)	(84,137)	550,059	**(0)**		
Cash flows from operating activities																
Public Funding Receivables	432,907	-	25,116	-	-	-	106,298	-	-	-	-	-	(602,655)	**(38,333)**		
Due To/From Related Parties	(104,144)	163,242	132,317	(144,107)	81,203	67,121	(278,310)	87,664	53,064	(191,822)	84,137	84,137	-	**34,502**		
Accounts Payable	(48,764)	-	-	-	-	-	-	-	-	-	-	-	52,596	**3,832**		
Total Change in Cash	0	0	0	(0)	0	(0)	(0)	(0)	0	0	(0)	(0)				
Cash, Beginning of Month	2,621,065	2,621,065	2,621,065	2,621,066	2,621,066	2,621,066	2,621,065	2,621,065	2,621,064	2,621,065	2,621,065	2,621,065				
Cash, End of Month	**2,621,065**	**2,621,065**	**2,621,066**	**2,621,066**	**2,621,066**	**2,621,065**	**2,621,065**	**2,621,064**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**				

School of Unlimited Learning

Monthly Cash Flow/Forecast FY28-29

Revised 12/3/2025

ADA = 184.00

	Jul-28	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28	Jan-29	Feb-29	Mar-29	Apr-29	May-29	Jun-29	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Revenues															ADA =	184.00
State Aid - Revenue Limit																
8011 LCFF State Aid	-	128,690	128,690	231,642	231,642	231,642	231,642	231,642	231,642	231,642	231,642	231,642	231,642	**2,573,802**	2,484,040	89,762
8012 Education Protection Account	-	-	-	195,475	-	-	195,475	-	-	213,185	-	-	256,502	**860,637**	833,063	27,574
8096 In Lieu of Property Taxes	-	13,430	26,860	17,907	17,907	17,907	17,907	17,907	31,337	15,668	15,668	15,668	15,668	**223,833**	223,833	-
	-	142,120	155,550	445,024	249,549	249,549	445,024	249,549	262,979	460,495	247,310	247,310	503,812	**3,658,272**	**3,540,936**	**117,336**
Federal Revenue																
8220 Federal Child Nutrition	-	-	500	500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	**10,000**	10,000	-
8290 Title I, Part A - Basic Low Income	-	-	18,750	-	-	18,750	-	-	18,750	-	-	-	18,750	**75,000**	75,000	-
8291 Title II, Part A - Teacher Quality	-	-	2,500	-	-	2,500	-	-	2,500	-	-	-	2,500	**10,000**	10,000	-
8296 Other Federal Revenue	-	-	-	69,555	-	-	69,555	-	-	69,555	-	-	69,555	**278,218**	272,703	5,515
	-	-	21,750	70,055	1,000	22,250	70,555	1,000	22,250	70,555	1,000	1,000	91,805	**373,218**	**367,703**	**5,515**
Other State Revenue																
8311 State Special Education	-	8,966	8,966	16,139	16,139	16,139	16,139	16,139	16,139	16,139	16,139	16,139	16,139	**179,321**	173,575	5,745
8520 Child Nutrition	-	-	83	83	165	165	165	165	165	165	165	165	165	**1,651**	1,598	52
8550 Mandated Cost	-	-	-	-	-	10,812	-	-	-	-	-	-	740	**11,552**	11,182	370
8560 State Lottery	-	-	-	-	-	-	12,558	-	-	12,558	-	-	25,116	**50,232**	50,232	-
8599 Other State Revenue	-	-	-	-	16,784	-	-	-	-	6,456	-	-	2,582	**25,822**	28,021	(2,199)
	-	8,966	9,049	16,221	33,088	27,116	28,862	16,304	16,304	35,317	16,304	16,304	44,742	**268,578**	264,609	3,969
Other Local Revenue																
8660 Interest Revenue	250	250	250	250	250	250	250	250	250	250	250	250	-	**3,000**	3,000	-
8699 School Fundraising	186	186	186	186	186	186	186	186	186	186	186	186	-	**2,228**	2,151	77
	436	436	436	436	436	436	436	436	436	436	436	436	-	**5,228**	**5,151**	**77**
Total Revenue	**436**	**151,522**	**186,784**	**531,736**	**284,073**	**299,351**	**544,876**	**267,288**	**301,968**	**566,803**	**265,050**	**265,050**	**640,359**	**4,305,296**	**4,178,399**	**126,897**
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	82,507	82,507	82,507	82,507	82,507	82,507	82,507	82,507	82,507	82,507	82,507	82,507	-	**990,081**	983,387	(6,694)
1200 Pupil Support Salaries	36,279	36,279	36,279	36,279	36,279	36,279	36,279	36,279	36,279	36,279	36,279	36,279	-	**435,344**	423,075	(12,269)
1300 Administrators' Salaries	11,139	11,139	11,139	11,139	11,139	11,139	11,139	11,139	11,139	11,139	11,139	11,139	-	**133,667**	129,900	(3,767)
	129,924	129,924	129,924	129,924	129,924	129,924	129,924	129,924	129,924	129,924	129,924	129,924	-	**1,559,092**	**1,536,362**	**(22,730)**
Classified Salaries																
2200 Support Salaries	19,998	19,998	19,998	19,998	19,998	19,998	19,998	19,998	19,998	19,998	19,998	19,998	-	**239,978**	233,215	(6,763)
2400 Clerical and Office Staff Salaries	27,514	27,514	27,514	27,514	27,514	27,514	27,514	27,514	27,514	27,514	27,514	27,514	-	**330,167**	262,563	(67,603)
	47,512	47,512	47,512	47,512	47,512	47,512	47,512	47,512	47,512	47,512	47,512	47,512	-	**570,145**	**495,778**	**(74,367)**
Benefits																
3101 STRS	24,816	24,816	24,816	24,816	24,816	24,816	24,816	24,816	24,816	24,816	24,816	24,816	-	**297,787**	293,445	(4,341)
3301 OASDI	2,946	2,946	2,946	2,946	2,946	2,946	2,946	2,946	2,946	2,946	2,946	2,946	-	**35,349**	30,738	(4,611)
3311 Medicare	2,573	2,573	2,573	2,573	2,573	2,573	2,573	2,573	2,573	2,573	2,573	2,573	-	**30,874**	29,466	(1,408)
3401 Health and Welfare	13,705	13,705	13,705	13,705	13,705	13,705	13,705	13,705	13,705	13,705	13,705	13,705	-	**164,459**	177,165	12,706
3501 State Unemployment	662	662	662	662	662	662	3,308	2,646	1,323	662	662	662	-	**13,230**	12,638	(592)
3601 Workers' Compensation	1,952	1,952	1,952	1,952	1,952	1,952	1,952	1,952	1,952	1,952	1,952	1,952	-	**23,422**	22,354	(1,068)
3901 Other Benefits	2,376	2,376	2,376	2,376	2,376	2,376	2,376	2,376	2,376	2,376	2,376	2,376	-	**28,507**	24,789	(3,718)
	49,028	49,028	49,028	49,028	49,028	49,028	51,674	51,012	49,689	49,028	49,028	49,028	-	**593,628**	**590,596**	**(3,032)**
Books and Supplies																
4200 Books and Other Materials	240	240	240	240	240	-	-	-	-	-	-	-	-	**1,198**	1,164	(34)
4302 School Supplies	5,471	5,471	5,471	5,471	5,471	5,471	5,471	5,471	5,471	5,471	5,471	5,471	-	**65,650**	63,800	(1,850)
4305 Software	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	-	**16,335**	15,875	(460)
4310 Office Expense	1,719	1,719	1,719	1,719	1,719	1,719	1,719	1,719	1,719	1,719	1,719	1,719	-	**20,624**	20,042	(581)
4400 Noncapitalized Equipment	-	10,096	10,096	10,096	10,096	10,096	-	-	-	-	-	-	-	**50,482**	50,029	(454)
4700 Food Services	-	1,139	1,139	1,139	1,139	1,139	1,139	1,139	1,139	1,139	1,139	1,139	-	**12,524**	12,171	(353)
	8,790	20,025	20,025	20,025	20,025	19,786	9,689	9,689	9,689	9,689	9,689	9,689	-	**166,814**	**163,081**	**(3,732)**

School of Unlimited Learning

Monthly Cash Flow/Forecast FY28-29

Revised 12/3/2025

ADA = 184.00	Jul-28	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28	Jan-29	Feb-29	Mar-29	Apr-29	May-29	Jun-29	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Subagreement Services																
5104 Transportation	-	718	718	718	718	718	718	718	718	718	718	718	-	**7,895**	7,673	(223)
5105 Security	-	594	594	594	594	594	594	594	594	594	594	594	-	**6,534**	6,350	(184)
5106 Other Educational Consultants	-	-	25,825	25,825	25,825	25,825	25,825	25,825	25,825	25,825	25,825	25,825	-	**258,245**	250,967	(7,278)
	-	1,312	27,136	27,136	27,136	27,136	27,136	27,136	27,136	27,136	27,136	27,136	-	**272,675**	**264,990**	**(7,685)**
Operations and Housekeeping																
5201 Auto and Travel	-	198	198	198	198	198	198	198	198	198	198	198	-	**2,178**	2,117	(61)
5400 Insurance	2,664	2,664	2,664	2,664	2,664	2,664	2,664	2,664	2,664	2,664	2,664	2,664	-	**31,963**	31,062	(901)
5501 Utilities	2,995	2,995	2,995	2,995	2,995	2,995	2,995	2,995	2,995	2,995	2,995	2,995	-	**35,938**	34,925	(1,013)
5502 Janitorial Services	1,679	1,679	1,679	1,679	1,679	1,679	1,679	1,679	1,679	1,679	1,679	1,679	-	**20,147**	19,579	(568)
5900 Communications	2,405	2,405	2,405	2,405	2,405	2,405	2,405	2,405	2,405	2,405	2,405	2,405	-	**28,859**	28,046	(813)
5901 Postage and Shipping	-	-	71	71	71	71	71	71	71	71	71	71	-	**708**	688	(20)
	9,742	9,940	10,011	10,011	10,011	10,011	10,011	10,011	10,011	10,011	10,011	10,011	-	**119,792**	**116,416**	**(3,376)**
Facilities, Repairs and Other Leases																
5601 Rent	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	-	**140,818**	140,818	-
5603 Equipment Leases	454	454	454	454	454	454	454	454	454	454	454	454	-	**5,445**	5,292	(153)
5610 Repairs and Maintenance	4,542	4,542	4,542	4,542	4,542	4,542	4,542	4,542	4,542	4,542	4,542	4,542	-	**54,502**	52,966	(1,536)
	16,730	16,730	16,730	16,730	16,730	16,730	16,730	16,730	16,730	16,730	16,730	16,730	-	**200,765**	**199,076**	**(1,689)**
Professional/Consulting Services																
5801 IT	8,129	8,129	8,129	8,129	8,129	8,129	8,129	8,129	8,129	8,129	8,129	8,129	-	**97,552**	109,374	11,822
5802 Audit & Taxes	-	-	-	7,260	7,260	7,260	-	-	-	-	-	-	-	**21,780**	21,167	(614)
5803 Legal	908	908	908	908	908	908	908	908	908	908	908	908	-	**10,890**	10,583	(307)
5804 Professional Development	-	-	2,723	2,723	2,723	2,723	2,723	2,723	2,723	2,723	2,723	2,723	-	**27,225**	26,458	(767)
5806 Special Activities/Field Trips	-	-	-	-	-	-	-	3,752	3,752	3,752	-	-	-	**11,256**	10,938	(317)
5808 Printing	-	-	33	33	33	33	33	33	33	33	33	33	-	**327**	317	(9)
5811 Management Fee	18,205	18,205	18,205	18,205	18,205	18,205	18,205	18,205	18,205	18,205	18,205	18,205	-	**218,457**	212,300	(6,157)
5812 District Oversight Fee	-	14,212	15,555	44,502	24,955	24,955	44,502	24,955	26,298	46,050	24,731	24,731	50,381	**365,827**	354,094	(11,734)
5814 SPED Encroachment	-	3,317	3,317	5,971	5,971	5,971	5,971	5,971	5,971	5,971	5,971	5,971	5,971	**66,349**	64,223	(2,126)
5815 Public Relations/Recruitment	-	-	272	272	272	272	272	272	272	272	272	272	-	**2,723**	2,646	(77)
	27,242	44,771	49,142	88,003	68,455	68,455	80,743	64,947	66,290	86,042	60,972	60,972	56,353	**822,386**	**812,101**	**(10,285)**
Total Expenses	**288,969**	**319,243**	**349,509**	**388,370**	**368,823**	**368,583**	**373,420**	**356,963**	**356,983**	**376,073**	**351,003**	**351,003**	**56,353**	**4,305,296**	**4,178,399**	**(126,897)**
Monthly Surplus (Deficit)	**(288,533)**	**(167,721)**	**(162,725)**	**143,365**	**(84,750)**	**(69,233)**	**171,456**	**(89,675)**	**(55,015)**	**190,730**	**(85,953)**	**(85,953)**	**584,006**	**(0)**	**(0)**	**0**
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(288,533)	(167,721)	(162,725)	143,365	(84,750)	(69,233)	171,456	(89,675)	(55,015)	190,730	(85,953)	(85,953)	584,006	**(0)**		
Cash flows from operating activities																
Public Funding Receivables	469,319	-	25,116	-	-	-	108,219	-	-	-	-	-	(640,359)	**(37,704)**		
Due To/From Related Parties	(128,190)	167,721	137,609	(143,365)	84,750	69,233	(279,676)	89,675	55,015	(190,730)	85,953	85,952	-	**33,947**		
Accounts Payable	(52,596)	-	-	-	-	-	-	-	-	-	-	-	56,353	**3,757**		
Total Change in Cash	(0)	(0)	0	0	(0)	0	(1)	0	0	(0)	0	(1)				
Cash, Beginning of Month	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065				
Cash, End of Month	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**				

School of Unlimited Learning

Monthly Cash Flow/Forecast FY29-30

Revised 12/3/2025

ADA = 184.00

	Jul-29	Aug-29	Sep-29	Oct-29	Nov-29	Dec-29	Jan-30	Feb-30	Mar-30	Apr-30	May-30	Jun-30	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Revenues															ADA =	184.00
State Aid - Revenue Limit																
8011 LCFF State Aid	-	133,215	133,215	239,787	239,787	239,787	239,787	239,787	239,787	239,787	239,787	239,787	239,787	**2,664,296**	2,573,802	90,494
8012 Education Protection Account	-	-	-	195,475	-	-	195,475	-	-	213,185	-	-	284,387	**888,522**	860,637	27,885
8096 In Lieu of Property Taxes	-	13,430	26,860	17,907	17,907	17,907	17,907	17,907	31,337	15,668	15,668	15,668	15,668	**223,833**	223,833	-
	-	146,645	160,075	453,169	257,693	257,693	453,169	257,693	271,123	468,640	255,455	255,455	539,841	**3,776,651**	**3,658,272**	**118,379**
Federal Revenue																
8220 Federal Child Nutrition	-	-	500	500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	**10,000**	10,000	-
8290 Title I, Part A - Basic Low Income	-	-	18,750	-	-	18,750	-	-	18,750	-	-	-	18,750	**75,000**	75,000	-
8291 Title II, Part A - Teacher Quality	-	-	2,500	-	-	2,500	-	-	2,500	-	-	-	2,500	**10,000**	10,000	-
8296 Other Federal Revenue	-	-	-	71,022	-	-	71,022	-	-	71,022	-	-	71,022	**284,086**	278,218	5,868
	-	-	21,750	71,522	1,000	22,250	72,022	1,000	22,250	72,022	1,000	1,000	93,272	**379,086**	**373,218**	**5,868**
Other State Revenue																
8311 State Special Education	-	9,257	9,257	16,663	16,663	16,663	16,663	16,663	16,663	16,663	16,663	16,663	16,663	**185,149**	179,321	5,828
8520 Child Nutrition	-	-	85	85	171	171	171	171	171	171	171	171	171	**1,705**	1,651	55
8550 Mandated Cost	-	-	-	-	-	10,812	-	-	-	-	-	-	1,115	**11,928**	11,552	375
8560 State Lottery	-	-	-	-	-	-	12,558	-	-	12,558	-	-	25,116	**50,232**	50,232	-
8599 Other State Revenue	-	-	-	-	15,335	-	-	-	-	5,898	-	-	2,359	**23,593**	25,822	(2,229)
	-	9,257	9,343	16,749	32,169	27,646	29,392	16,834	16,834	35,290	16,834	16,834	45,425	**272,607**	268,578	4,029
Other Local Revenue																
8660 Interest Revenue	250	250	250	250	250	250	250	250	250	250	250	250	-	**3,000**	3,000	-
8699 School Fundraising	192	192	192	192	192	192	192	192	192	192	192	192	-	**2,306**	2,228	78
	442	442	442	442	442	442	442	442	442	442	442	442	-	**5,306**	**5,228**	**78**
Total Revenue	**442**	**156,344**	**191,610**	**541,881**	**291,305**	**308,032**	**555,024**	**275,969**	**310,649**	**576,394**	**273,731**	**273,731**	**678,538**	**4,433,650**	**4,305,296**	**128,354**
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	83,054	83,054	83,054	83,054	83,054	83,054	83,054	83,054	83,054	83,054	83,054	83,054	-	**996,647**	990,081	(6,567)
1200 Pupil Support Salaries	37,331	37,331	37,331	37,331	37,331	37,331	37,331	37,331	37,331	37,331	37,331	37,331	-	**447,969**	435,344	(12,625)
1300 Administrators' Salaries	11,462	11,462	11,462	11,462	11,462	11,462	11,462	11,462	11,462	11,462	11,462	11,462	-	**137,543**	133,667	(3,876)
	131,847	131,847	131,847	131,847	131,847	131,847	131,847	131,847	131,847	131,847	131,847	131,847	-	**1,582,160**	**1,559,092**	**(23,068)**
Classified Salaries																
2200 Support Salaries	20,578	20,578	20,578	20,578	20,578	20,578	20,578	20,578	20,578	20,578	20,578	20,578	-	**246,937**	239,978	(6,959)
2400 Clerical and Office Staff Salaries	27,647	27,647	27,647	27,647	27,647	27,647	27,647	27,647	27,647	27,647	27,647	27,647	-	**331,760**	330,167	(1,593)
	48,225	48,225	48,225	48,225	48,225	48,225	48,225	48,225	48,225	48,225	48,225	48,225	-	**578,697**	**570,145**	**(8,553)**
Benefits																
3101 STRS	25,183	25,183	25,183	25,183	25,183	25,183	25,183	25,183	25,183	25,183	25,183	25,183	-	**302,193**	297,787	(4,406)
3301 OASDI	2,990	2,990	2,990	2,990	2,990	2,990	2,990	2,990	2,990	2,990	2,990	2,990	-	**35,879**	35,349	(530)
3311 Medicare	2,611	2,611	2,611	2,611	2,611	2,611	2,611	2,611	2,611	2,611	2,611	2,611	-	**31,332**	30,874	(459)
3401 Health and Welfare	13,445	13,445	13,445	13,445	13,445	13,445	13,445	13,445	13,445	13,445	13,445	13,445	-	**161,337**	164,459	3,122
3501 State Unemployment	662	662	662	662	662	662	3,308	2,646	1,323	662	662	662	-	**13,230**	13,230	-
3601 Workers' Compensation	1,981	1,981	1,981	1,981	1,981	1,981	1,981	1,981	1,981	1,981	1,981	1,981	-	**23,769**	23,422	(348)
3901 Other Benefits	2,411	2,411	2,411	2,411	2,411	2,411	2,411	2,411	2,411	2,411	2,411	2,411	-	**28,935**	28,507	(428)
	49,282	49,282	49,282	49,282	49,282	49,282	51,928	51,266	49,943	49,282	49,282	49,282	-	**596,676**	**593,628**	**(3,048)**
Books and Supplies																
4200 Books and Other Materials	247	247	247	247	247	-	-	-	-	-	-	-	-	**1,234**	1,198	(36)
4302 School Supplies	5,635	5,635	5,635	5,635	5,635	5,635	5,635	5,635	5,635	5,635	5,635	5,635	-	**67,620**	65,650	(1,970)
4305 Software	1,402	1,402	1,402	1,402	1,402	1,402	1,402	1,402	1,402	1,402	1,402	1,402	-	**16,825**	16,335	(490)
4310 Office Expense	1,770	1,770	1,770	1,770	1,770	1,770	1,770	1,770	1,770	1,770	1,770	1,770	-	**21,242**	20,624	(619)
4400 Noncapitalized Equipment	-	10,163	10,163	10,163	10,163	10,163	-	-	-	-	-	-	-	**50,816**	50,482	(333)
4700 Food Services	-	1,173	1,173	1,173	1,173	1,173	1,173	1,173	1,173	1,173	1,173	1,173	-	**12,900**	12,524	(376)
	9,054	20,390	20,390	20,390	20,390	20,143	9,980	9,980	9,980	9,980	9,980	9,980	-	**170,637**	**166,814**	**(3,823)**

School of Unlimited Learning

Monthly Cash Flow/Forecast FY29-30

Revised 12/3/2025

ADA = 184.00	Jul-29	Aug-29	Sep-29	Oct-29	Nov-29	Dec-29	Jan-30	Feb-30	Mar-30	Apr-30	May-30	Jun-30	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Subagreement Services																
5104 Transportation	-	739	739	739	739	739	739	739	739	739	739	739	-	**8,132**	7,895	(237)
5105 Security	-	612	612	612	612	612	612	612	612	612	612	612	-	**6,730**	6,534	(196)
5106 Other Educational Consultants	-	-	29,158	29,158	29,158	29,158	29,158	29,158	29,158	29,158	29,158	29,158	-	**291,581**	258,245	(33,335)
	-	1,351	30,509	30,509	30,509	30,509	30,509	30,509	30,509	30,509	30,509	30,509	-	**306,443**	**272,675**	**(33,768)**
Operations and Housekeeping																
5201 Auto and Travel	-	204	204	204	204	204	204	204	204	204	204	204	-	**2,243**	2,178	(65)
5400 Insurance	2,743	2,743	2,743	2,743	2,743	2,743	2,743	2,743	2,743	2,743	2,743	2,743	-	**32,922**	31,963	(959)
5501 Utilities	3,085	3,085	3,085	3,085	3,085	3,085	3,085	3,085	3,085	3,085	3,085	3,085	-	**37,016**	35,938	(1,078)
5502 Janitorial Services	1,729	1,729	1,729	1,729	1,729	1,729	1,729	1,729	1,729	1,729	1,729	1,729	-	**20,751**	20,147	(604)
5900 Communications	2,477	2,477	2,477	2,477	2,477	2,477	2,477	2,477	2,477	2,477	2,477	2,477	-	**29,725**	28,859	(866)
5901 Postage and Shipping	-	-	73	73	73	73	73	73	73	73	73	73	-	**729**	708	(21)
	10,034	10,238	10,311	10,311	10,311	10,311	10,311	10,311	10,311	10,311	10,311	10,311	-	**123,386**	**119,792**	**(3,594)**
Facilities, Repairs and Other Leases																
5601 Rent	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	-	**140,818**	140,818	-
5603 Equipment Leases	467	467	467	467	467	467	467	467	467	467	467	467	-	**5,608**	5,445	(163)
5610 Repairs and Maintenance	4,678	4,678	4,678	4,678	4,678	4,678	4,678	4,678	4,678	4,678	4,678	4,678	-	**56,137**	54,502	(1,635)
	16,880	16,880	16,880	16,880	16,880	16,880	16,880	16,880	16,880	16,880	16,880	16,880	-	**202,564**	**200,765**	**(1,798)**
Professional/Consulting Services																
5801 IT	10,457	10,457	10,457	10,457	10,457	10,457	10,457	10,457	10,457	10,457	10,457	10,457	-	**125,479**	97,552	(27,927)
5802 Audit & Taxes	-	-	-	7,478	7,478	7,478	-	-	-	-	-	-	-	**22,434**	21,780	(653)
5803 Legal	935	935	935	935	935	935	935	935	935	935	935	935	-	**11,217**	10,890	(327)
5804 Professional Development	-	-	2,804	2,804	2,804	2,804	2,804	2,804	2,804	2,804	2,804	2,804	-	**28,042**	27,225	(817)
5806 Special Activities/Field Trips	-	-	-	-	-	-	-	3,864	3,864	3,864	-	-	-	**11,593**	11,256	(338)
5808 Printing	-	-	34	34	34	34	34	34	34	34	34	34	-	**337**	327	(10)
5811 Management Fee	18,751	18,751	18,751	18,751	18,751	18,751	18,751	18,751	18,751	18,751	18,751	18,751	-	**225,010**	218,457	(6,554)
5812 District Oversight Fee	-	14,664	16,007	45,317	25,769	25,769	45,317	25,769	27,112	46,864	25,545	25,545	53,984	**377,665**	365,827	(11,838)
5814 SPED Encroachment	-	3,425	3,425	6,165	6,165	6,165	6,165	6,165	6,165	6,165	6,165	6,165	6,165	**68,505**	66,349	(2,156)
5815 Public Relations/Recruitment	-	-	280	280	280	280	280	280	280	280	280	280	-	**2,804**	2,723	(82)
	30,142	48,232	52,693	92,221	72,673	72,673	84,743	69,060	70,403	90,154	64,971	64,971	60,150	**873,086**	**822,386**	**(50,701)**
Total Expenses	**295,464**	**326,445**	**360,137**	**399,665**	**380,117**	**379,871**	**384,423**	**368,078**	**368,098**	**387,189**	**362,006**	**362,006**	**60,150**	**4,433,649**	**4,305,296**	**(128,354)**
Monthly Surplus (Deficit)	**(295,022)**	**(170,101)**	**(168,528)**	**142,216**	**(88,813)**	**(71,839)**	**170,601**	**(92,109)**	**(57,449)**	**189,205**	**(88,275)**	**(88,275)**	**618,388**	**0**	**(0)**	**0**
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(295,022)	(170,101)	(168,528)	142,216	(88,813)	(71,839)	170,601	(92,109)	(57,449)	189,205	(88,275)	(88,275)	618,388	**0**		
Cash flows from operating activities																
Public Funding Receivables	504,977	-	25,116	-	-	-	110,265	-	-	-	-	-	(678,538)	**(38,179)**		
Due To/From Related Parties	(153,602)	170,101	143,412	(142,216)	88,813	71,839	(280,867)	92,109	57,449	(189,205)	88,275	88,274	-	**34,382**		
Accounts Payable	(56,353)	-	-	-	-	-	-	-	-	-	-	-	60,150	**3,797**		
Total Change in Cash	0	0	0	(0)	0	0	(0)	(0)	(0)	0	0	(1)				
Cash, Beginning of Month	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065	2,621,066	2,621,066	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065				
Cash, End of Month	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,066**	**2,621,066**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**				

School of Unlimited Learning

Monthly Cash Flow/Forecast FY30-31

Revised 12/3/2025

ADA = 184.00

	Jul-30	Aug-30	Sep-30	Oct-30	Nov-30	Dec-30	Jan-31	Feb-31	Mar-31	Apr-31	May-31	Jun-31	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Revenues															ADA =	184.00
State Aid - Revenue Limit																
8011 LCFF State Aid	-	134,919	134,919	242,855	242,855	242,855	242,855	242,855	242,855	242,855	242,855	242,855	242,855	**2,698,388**	2,664,296	34,092
8012 Education Protection Account	-	-	-	195,475	-	-	195,475	-	-	213,185	-	-	284,387	**888,522**	888,522	-
8096 In Lieu of Property Taxes	-	13,430	26,860	17,907	17,907	17,907	17,907	17,907	31,337	15,668	15,668	15,668	15,668	**223,833**	223,833	-
	-	148,349	161,779	456,237	260,762	260,762	456,237	260,762	274,192	471,708	258,523	258,523	542,910	**3,810,743**	**3,776,651**	**34,092**
Federal Revenue																
8220 Federal Child Nutrition	-	-	500	500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	**10,000**	10,000	-
8290 Title I, Part A - Basic Low Income	-	-	18,750	-	-	18,750	-	-	18,750	-	-	-	18,750	**75,000**	75,000	-
8291 Title II, Part A - Teacher Quality	-	-	2,500	-	-	2,500	-	-	2,500	-	-	-	2,500	**10,000**	10,000	-
8296 Other Federal Revenue	-	-	-	72,296	-	-	72,296	-	-	72,296	-	-	72,296	**289,185**	284,086	5,099
	-	-	21,750	72,796	1,000	22,250	73,296	1,000	22,250	73,296	1,000	1,000	94,546	**384,185**	**379,086**	**5,099**
Other State Revenue																
8311 State Special Education	-	9,558	9,558	17,205	17,205	17,205	17,205	17,205	17,205	17,205	17,205	17,205	17,205	**191,166**	185,149	6,017
8520 Child Nutrition	-	-	88	88	176	176	176	176	176	176	176	176	176	**1,761**	1,705	55
8550 Mandated Cost	-	-	-	-	-	10,812	-	-	-	-	-	-	1,503	**12,315**	11,928	388
8560 State Lottery	-	-	-	-	-	-	12,558	-	-	12,558	-	-	25,116	**50,232**	50,232	-
8599 Other State Revenue	-	-	-	-	13,874	-	-	-	-	5,336	-	-	2,135	**21,345**	23,593	(2,248)
	-	9,558	9,646	17,293	31,255	28,193	29,939	17,381	17,381	35,275	17,381	17,381	46,135	**276,819**	272,607	4,212
Other Local Revenue																
8660 Interest Revenue	250	250	250	250	250	250	250	250	250	250	250	250	-	**3,000**	3,000	-
8699 School Fundraising	199	199	199	199	199	199	199	199	199	199	199	199	-	**2,384**	2,306	78
	449	449	449	449	449	449	449	449	449	449	449	449	-	**5,384**	**5,306**	**78**
Total Revenue	**449**	**158,356**	**193,624**	**546,775**	**293,466**	**311,654**	**559,921**	**279,591**	**314,271**	**580,728**	**277,353**	**277,353**	**683,591**	**4,477,131**	**4,433,650**	**43,482**
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	83,487	83,487	83,487	83,487	83,487	83,487	83,487	83,487	83,487	83,487	83,487	83,487	-	**1,001,848**	996,647	(5,200)
1200 Pupil Support Salaries	38,451	38,451	38,451	38,451	38,451	38,451	38,451	38,451	38,451	38,451	38,451	38,451	-	**461,408**	447,969	(13,439)
1300 Administrators' Salaries	11,806	11,806	11,806	11,806	11,806	11,806	11,806	11,806	11,806	11,806	11,806	11,806	-	**141,670**	137,543	(4,126)
	133,744	133,744	133,744	133,744	133,744	133,744	133,744	133,744	133,744	133,744	133,744	133,744	-	**1,604,926**	**1,582,160**	**(22,766)**
Classified Salaries																
2200 Support Salaries	21,195	21,195	21,195	21,195	21,195	21,195	21,195	21,195	21,195	21,195	21,195	21,195	-	**254,345**	246,937	(7,408)
2400 Clerical and Office Staff Salaries	27,753	27,753	27,753	27,753	27,753	27,753	27,753	27,753	27,753	27,753	27,753	27,753	-	**333,032**	331,760	(1,272)
	48,948	48,948	48,948	48,948	48,948	48,948	48,948	48,948	48,948	48,948	48,948	48,948	-	**587,377**	**578,697**	**(8,680)**
Benefits																
3101 STRS	25,545	25,545	25,545	25,545	25,545	25,545	25,545	25,545	25,545	25,545	25,545	25,545	-	**306,541**	302,193	(4,348)
3301 OASDI	3,035	3,035	3,035	3,035	3,035	3,035	3,035	3,035	3,035	3,035	3,035	3,035	-	**36,417**	35,879	(538)
3311 Medicare	2,649	2,649	2,649	2,649	2,649	2,649	2,649	2,649	2,649	2,649	2,649	2,649	-	**31,788**	31,332	(456)
3401 Health and Welfare	13,177	13,177	13,177	13,177	13,177	13,177	13,177	13,177	13,177	13,177	13,177	13,177	-	**158,118**	161,337	3,219
3501 State Unemployment	662	662	662	662	662	662	3,308	2,646	1,323	662	662	662	-	**13,230**	13,230	-
3601 Workers' Compensation	2,010	2,010	2,010	2,010	2,010	2,010	2,010	2,010	2,010	2,010	2,010	2,010	-	**24,115**	23,769	(346)
3901 Other Benefits	2,447	2,447	2,447	2,447	2,447	2,447	2,447	2,447	2,447	2,447	2,447	2,447	-	**29,369**	28,935	(434)
	49,524	49,524	49,524	49,524	49,524	49,524	52,170	51,508	50,185	49,524	49,524	49,524	-	**599,579**	**596,676**	**(2,903)**
Books and Supplies																
4200 Books and Other Materials	254	254	254	254	254	-	-	-	-	-	-	-	-	**1,271**	1,234	(37)
4302 School Supplies	5,804	5,804	5,804	5,804	5,804	5,804	5,804	5,804	5,804	5,804	5,804	5,804	-	**69,648**	67,620	(2,029)
4305 Software	1,444	1,444	1,444	1,444	1,444	1,444	1,444	1,444	1,444	1,444	1,444	1,444	-	**17,330**	16,825	(505)
4310 Office Expense	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	1,823	-	**21,880**	21,242	(637)
4400 Noncapitalized Equipment	-	10,180	10,180	10,180	10,180	10,180	-	-	-	-	-	-	-	**50,901**	50,816	(85)
4700 Food Services	-	1,208	1,208	1,208	1,208	1,208	1,208	1,208	1,208	1,208	1,208	1,208	-	**13,287**	12,900	(387)
	9,326	20,714	20,714	20,714	20,714	20,460	10,279	10,279	10,279	10,279	10,279	10,279	-	**174,317**	**170,637**	**(3,680)**

School of Unlimited Learning

Monthly Cash Flow/Forecast FY30-31

Revised 12/3/2025

ADA = 184.00	Jul-30	Aug-30	Sep-30	Oct-30	Nov-30	Dec-30	Jan-31	Feb-31	Mar-31	Apr-31	May-31	Jun-31	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Subagreement Services																
5104 Transportation	-	761	761	761	761	761	761	761	761	761	761	761	-	**8,376**	8,132	(244)
5105 Security	-	630	630	630	630	630	630	630	630	630	630	630	-	**6,932**	6,730	(202)
5106 Other Educational Consultants	-	-	27,636	27,636	27,636	27,636	27,636	27,636	27,636	27,636	27,636	27,636	-	**276,355**	291,581	15,226
	-	1,392	29,027	29,027	29,027	29,027	29,027	29,027	29,027	29,027	29,027	29,027	-	**291,663**	**306,443**	**14,780**
Operations and Housekeeping																
5201 Auto and Travel	-	210	210	210	210	210	210	210	210	210	210	210	-	**2,311**	2,243	(67)
5400 Insurance	2,826	2,826	2,826	2,826	2,826	2,826	2,826	2,826	2,826	2,826	2,826	2,826	-	**33,909**	32,922	(988)
5501 Utilities	3,177	3,177	3,177	3,177	3,177	3,177	3,177	3,177	3,177	3,177	3,177	3,177	-	**38,126**	37,016	(1,110)
5502 Janitorial Services	1,781	1,781	1,781	1,781	1,781	1,781	1,781	1,781	1,781	1,781	1,781	1,781	-	**21,374**	20,751	(623)
5900 Communications	2,551	2,551	2,551	2,551	2,551	2,551	2,551	2,551	2,551	2,551	2,551	2,551	-	**30,616**	29,725	(892)
5901 Postage and Shipping	-	-	75	75	75	75	75	75	75	75	75	75	-	**751**	729	(22)
	10,335	10,546	10,621	10,621	10,621	10,621	10,621	10,621	10,621	10,621	10,621	10,621	-	**127,087**	**123,386**	**(3,702)**
Facilities, Repairs and Other Leases																
5601 Rent	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	11,735	-	**140,818**	140,818	-
5603 Equipment Leases	481	481	481	481	481	481	481	481	481	481	481	481	-	**5,777**	5,608	(168)
5610 Repairs and Maintenance	4,818	4,818	4,818	4,818	4,818	4,818	4,818	4,818	4,818	4,818	4,818	4,818	-	**57,821**	56,137	(1,684)
	17,035	17,035	17,035	17,035	17,035	17,035	17,035	17,035	17,035	17,035	17,035	17,035	-	**204,416**	**202,564**	**(1,852)**
Professional/Consulting Services																
5801 IT	10,457	10,457	10,457	10,457	10,457	10,457	10,457	10,457	10,457	10,457	10,457	10,457	-	**125,479**	125,479	-
5802 Audit & Taxes	-	-	-	7,702	7,702	7,702	-	-	-	-	-	-	-	**23,107**	22,434	(673)
5803 Legal	963	963	963	963	963	963	963	963	963	963	963	963	-	**11,553**	11,217	(337)
5804 Professional Development	-	-	2,888	2,888	2,888	2,888	2,888	2,888	2,888	2,888	2,888	2,888	-	**28,883**	28,042	(841)
5806 Special Activities/Field Trips	-	-	-	-	-	-	-	3,980	3,980	3,980	-	-	-	**11,941**	11,593	(348)
5808 Printing	-	-	35	35	35	35	35	35	35	35	35	35	-	**347**	337	(10)
5811 Management Fee	19,313	19,313	19,313	19,313	19,313	19,313	19,313	19,313	19,313	19,313	19,313	19,313	-	**231,761**	225,010	(6,750)
5812 District Oversight Fee	-	14,835	16,178	45,624	26,076	26,076	45,624	26,076	27,419	47,171	25,852	25,852	54,291	**381,074**	377,665	(3,409)
5814 SPED Encroachment	-	3,537	3,537	6,366	6,366	6,366	6,366	6,366	6,366	6,366	6,366	6,366	6,366	**70,731**	68,505	(2,226)
5815 Public Relations/Recruitment	-	-	289	289	289	289	289	289	289	289	289	289	-	**2,888**	2,804	(84)
	30,733	49,104	53,659	93,636	74,089	74,089	85,934	70,367	71,710	91,462	66,163	66,163	60,657	**887,765**	**873,086**	**(14,679)**
Total Expenses	**299,644**	**331,006**	**363,271**	**403,249**	**383,701**	**383,447**	**387,758**	**371,529**	**371,549**	**390,639**	**365,340**	**365,340**	**60,657**	**4,477,131**	**4,433,649**	**(43,482)**
Monthly Surplus (Deficit)	**(299,196)**	**(172,649)**	**(169,647)**	**143,526**	**(90,235)**	**(71,793)**	**172,163**	**(91,938)**	**(57,278)**	**190,089**	**(87,988)**	**(87,988)**	**622,934**	**0**	**0**	**0**
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(299,196)	(172,649)	(169,647)	143,526	(90,235)	(71,793)	172,163	(91,938)	(57,278)	190,089	(87,988)	(87,988)	622,934	**0**		
Cash flows from operating activities																
Public Funding Receivables	541,012	-	25,116	-	-	-	112,410	-	-	-	-	-	(683,591)	**(5,053)**		
Due To/From Related Parties	(181,666)	172,649	144,531	(143,526)	90,235	71,793	(284,572)	91,938	57,278	(190,089)	87,987	87,988	-	**4,546**		
Accounts Payable	(60,150)	-	-	-	-	-	-	-	-	-	-	-	60,657	**507**		
Total Change in Cash	1	(0)	0	0	(0)	(0)	0	0	0	0	(1)	0				
Cash, Beginning of Month	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065				
Cash, End of Month	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**				

Calculator Tab

School of Unlimited Learning (1030642) - NEWEST	v.26.2					PY3	v.26.2					8.01.2025	PY2
LOCAL CONTROL FUNDING FORMULA						**2022-23**							**2023-24**
LCFF ENTITLEMENT CALCULATION													
		COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage				COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage			
Calculation Factors		13.26%	0.00%	84.63%	84.63%			8.22%	0.00%	87.96%	87.96%		
	Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total	Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total	
Grades TK-3	-	$ 9,166	$ 953	$ 1,713	$ 1,949	$ -	-	$ 9,919	$ 1,032	$ 1,926	$ 2,346	$ -	
Grades 4-6	-	9,304		1,575	1,792	-	-	10,069		1,771	2,157	-	
Grades 7-8	-	9,580		1,622	1,845	-	-	10,367		1,824	2,221	-	
Grades 9-12	185.51	11,102	289	1,928	2,194	2,877,796	198.66	12,015	312	2,169	2,641	3,404,337	
Subtract Necessary Small School ADA and Funding	-	-	-			-	-	-	-			-	
Total Base, Supplemental, and Concentration Grant		$ 2,059,532	$ 53,612	$ 357,671	$ 406,981	$ 2,877,796		$ 2,386,900	$ 61,982	$ 430,807	$ 524,648	$ 3,404,337	
NSS Allowance		-				-		-				-	
TOTAL BASE	185.51	$ 2,059,532	$ 53,612	$ 357,671	$ 406,981	$ 2,877,796	198.66	$ 2,386,900	$ 61,982	$ 430,807	$ 524,648	$ 3,404,337	
ADD ONS:													
Targeted Instructional Improvement Block Grant						$ -						$ -	
Home-to-School Transportation (COLA added commencing 2023-24)						-						-	
Small School District Bus Replacement Program (COLA added commencing 2023-24)						-						-	
Transitional Kindergarten (Commencing 2022-23)	TK ADA	-	TK Add-on rate	$ 2,813.00		-	TK ADA	-	TK Add-on rate	$ 3,044.00		-	
ECONOMIC RECOVERY TARGET PAYMENT						-						-	
LCFF Entitlement Before Adjustments						$ 2,877,796						$ 3,404,337	
Miscellaneous Adjustments						-						-	
ADJUSTED LCFF ENTITLEMENT						**$ 2,877,796**						**$ 3,404,337**	
Local Revenue (including RDA)						(198,251)						(233,016)	
Gross State Aid						**$ 2,679,545**						**$ 3,171,321**	
Education Protection Account Entitlement						(182,178)						(362,148)	
Net State Aid						**$ 2,497,367**						**$ 2,809,173**	
MINIMUM STATE AID CALCULATION													
			12-13 Rate	2022-23 ADA		N/A			12-13 Rate	2023-24 ADA		N/A	
2012-13 RL/Charter Gen BG adjusted for ADA			$ 6,185.00	185.51		$ 1,147,379			$ 6,185.00	198.66		$ 1,228,712	
2012-13 NSS Allowance (deficited)			$ -			-			$ -			-	
Minimum State Aid Adjustments						-						-	
Less Current Year Property Taxes/In-Lieu						(198,251)						(233,016)	
Less Education Protection Account Entitlement						(182,178)						(362,148)	
Subtotal State Aid for Historical RL/Charter General BG						**$ 766,950**						**$ 633,548**	
Categorical Minimum State Aid						208,619						208,619	
Charter School Categorical Block Grant adjusted for ADA			873.71	185.51		162,082			873.71	198.66		173,571	
Minimum State Aid Guarantee Before Proration Factor						**$ 1,137,651**						**$ 1,015,738**	
Proration Factor												0.00%	
Minimum State Aid Guarantee						**$ 1,137,651**						**$ 1,015,738**	
CHARTER SCHOOL MINIMUM STATE AID OFFSET													
LCFF Entitlement						2,877,796						3,404,337	
Minimum State Aid plus Property Taxes including RDA						1,335,902						1,248,754	
Offset						-						-	
Minimum State Aid Prior to Offset						1,137,651						1,015,738	
Total Minimum State Aid with Offset						1,137,651						1,015,738	
State Aid Before Additional State Aid						**$ 2,497,367**						**$ 2,809,173**	
ADDITIONAL STATE AID						**$ -**						**$ -**	
LCFF State Aid, Adjusted for Minimum State Aid Guarantee						**$ 2,497,367**						**$ 2,809,173**	
LCFF Entitlement, excludes Categorical MSA and before COE transfer, Choice & Charter Supplemental						**$ 2,877,796**						**$ 3,404,337**	
Change Over Prior Year									18.30%	526,541			
LCFF Entitlement Per ADA (excluding Categorical MSA)						$ 15,513						17,136	
Per- hange Over Prior Year									10.46%	1,623			
Basi tatus (school districts only)						-						-	
LCFI ICES INCLUDING EXCESS TAXES													
						2022-23				Increase		2023-24	
Stat						$ 2,497,367			12.49%	311,806		$ 2,809,173	
Edu Protection Account						182,178						362,148	
Pro axes Net of In-Lieu Transfers						-			0.00%	-		-	
Cha Lieu Taxes						198,251			17.54%	34,765		233,016	
Tota (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)						**$ 2,877,796**			12.04%	346,571		**$ 3,404,337**	

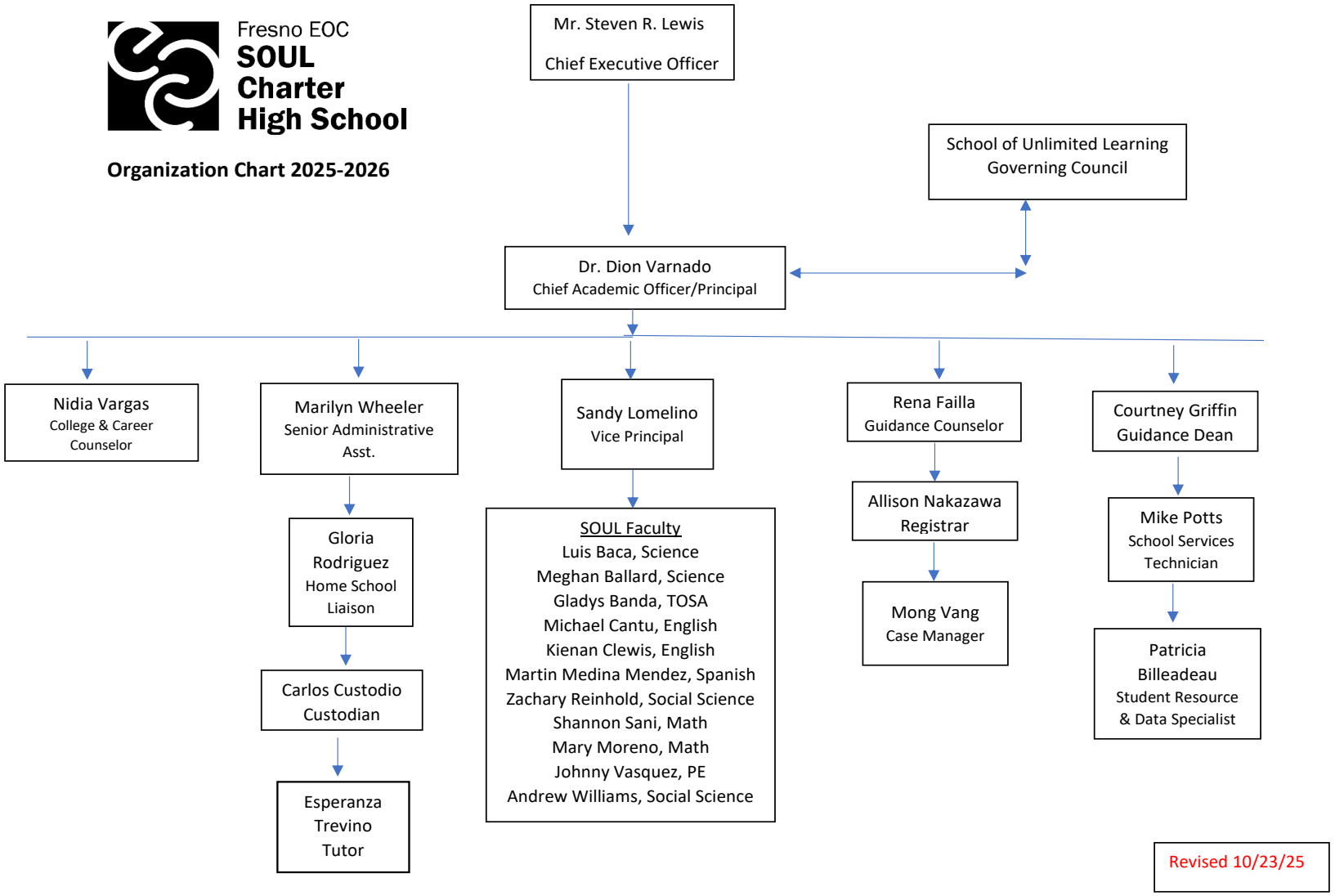
School of Unlimited Learning (1030642) - NEWEST	v.26.2					PY1	v.26.2					8.01.2025	CY
LOCAL CONTROL FUNDING FORMULA						**2024-25**							**2025-26**
LCFF ENTITLEMENT CALCULATION													
		COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage				COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage			
Calculation Factors		1.07%	0.00%	90.94%	88.40%			2.30%	0.00%	95.72%	88.40%		
	Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total	Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total	
Grades TK-3	-	$ 10,025	$ 1,043	$ 2,013	$ 2,403	$ -	-	$ 10,256	$ 1,067	$ 2,168	$ 2,458	$ -	
Grades 4-6	-	10,177		1,851	2,209	-	-	10,411		1,993	2,260	-	
Grades 7-8	-	10,478		1,906	2,275	-	-	10,719		2,052	2,327	-	
Grades 9-12	181.26	12,144	316	2,266	2,705	3,159,596	185.00	12,423	323	2,440	2,767	3,321,351	
Subtract Necessary Small School ADA and Funding	-	-	-			-	-	-	-			-	
Total Base, Supplemental, and Concentration Grant		$ 2,201,221	$ 57,279	$ 410,776	$ 490,320	$ 3,159,596		$ 2,298,255	$ 59,755	$ 451,417	$ 511,924	$ 3,321,351	
NSS Allowance		-				-		-				-	
TOTAL BASE	181.26	$ 2,201,221	$ 57,279	$ 410,776	$ 490,320	$ 3,159,596	185.00	$ 2,298,255	$ 59,755	$ 451,417	$ 511,924	$ 3,321,351	
ADD ONS:													
Targeted Instructional Improvement Block Grant						$ -						$ -	
Home-to-School Transportation (COLA added commencing 2023-24)						-						-	
Small School District Bus Replacement Program (COLA added commencing 2023-24)						-						-	
Transitional Kindergarten (Commencing 2022-23)	TK ADA	-	TK Add-on rate	$ 3,077.00		-	TK ADA	-	TK Add-on rate	$ 5,545.00		-	
ECONOMIC RECOVERY TARGET PAYMENT						-						-	
LCFF Entitlement Before Adjustments						$ 3,159,596						$ 3,321,351	
Miscellaneous Adjustments						-						-	
ADJUSTED LCFF ENTITLEMENT						**$ 3,159,596**						**$ 3,321,351**	
Local Revenue (including RDA)						(223,833)						(223,833)	
Gross State Aid						**$ 2,935,764**						**$ 3,097,519**	
Education Protection Account Entitlement						(752,939)						(786,150)	
Net State Aid						**$ 2,182,825**						**$ 2,311,369**	
MINIMUM STATE AID CALCULATION													
			12-13 Rate	2024-25 ADA		N/A			12-13 Rate	2025-26 ADA		N/A	
2012-13 RL/Charter Gen BG adjusted for ADA			$ 6,185.00	181.26		$ 1,121,093			$ 6,185.00	185.00		$ 1,144,225	
2012-13 NSS Allowance (deficited)			$ -			-			$ -			-	
Minimum State Aid Adjustments						-						-	
Less Current Year Property Taxes/In-Lieu						(223,833)						(223,833)	
Less Education Protection Account Entitlement						(752,939)						(786,150)	
Subtotal State Aid for Historical RL/Charter General BG						**$ 144,322**						**$ 134,243**	
Categorical Minimum State Aid						208,619						208,619	
Charter School Categorical Block Grant adjusted for ADA			873.71	181.26		158,369			873.71	185.00		161,636	
Minimum State Aid Guarantee Before Proration Factor						**$ 511,310**						**$ 504,498**	
Proration Factor						0.00%						0.00%	
Minimum State Aid Guarantee						**$ 511,310**						**$ 504,498**	
CHARTER SCHOOL MINIMUM STATE AID OFFSET													
LCFF Entitlement						3,159,596						3,321,351	
Minimum State Aid plus Property Taxes including RDA						735,142						728,330	
Offset						-						-	
Minimum State Aid Prior to Offset						511,310						504,498	
Total Minimum State Aid with Offset						511,310						504,498	
State Aid Before Additional State Aid						**$ 2,182,825**						**$ 2,311,369**	
ADDITIONAL STATE AID						**$ -**						**$ -**	
LCFF State Aid, Adjusted for Minimum State Aid Guarantee						**$ 2,182,825**						**$ 2,311,369**	
LCFF Entitlement, excludes Categorical MSA and before COE transfer, Choice & Charter Supplei						**$ 3,159,596**						**$ 3,321,351**	
Change Over Prior Year			-7.19%	(244,741)					5.12%	161,755			
LCFF Entitlement Per ADA (excluding Categorical MSA)						17,431						17,953	
Per hange Over Prior Year			1.72%	295					2.99%	522			
Bas tatus (school districts only)						-						-	
LCF RCES INCLUDING EXCESS TAXES													
				Increase		2024-25				Increase		2025-26	
Stat			-22.30%	(626,348)		$ 2,182,825			5.89%	128,544		$ 2,311,369	
Edu Protection Account						752,939						786,150	
Pro axes Net of In-Lieu Transfers			0.00%	-		-			0.00%	-		-	
Cha -Lieu Taxes			-3.94%	(9,184)		223,833			0.00%	-		223,833	
Tot (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)			-18.67%	(635,532)		**$ 3,159,597**			4.07%	128,544		**$ 3,321,352**	

School of Unlimited Learning (1030642) - NEWEST	v.26.2					CY1	v.26.2					CY2
LOCAL CONTROL FUNDING FORMULA						**2026-27**						**2027-28**
LCFF ENTITLEMENT CALCULATION												
		COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage				COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage		
Calculation Factors		3.02%	0.00%	98.16%	88.40%			3.42%	0.00%	100.00%	88.40%	
	Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total	Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total
Grades TK-3	-	$ 10,566	$ 1,099	$ 2,290	$ 2,532	$ -	-	$ 10,927	$ 1,136	$ 2,413	$ 2,619	$ -
Grades 4-6	-	10,725		2,106	2,328	-	-	11,092		2,218	2,408	-
Grades 7-8	-	11,043		2,168	2,397	-	-	11,421		2,284	2,479	-
Grades 9-12	184.00	12,798	333	2,578	2,851	3,414,970	184.00	13,236	344	2,716	2,948	3,540,936
Subtract Necessary Small School ADA and Funding	-	-	-			-	-	-	-			-
Total Base, Supplemental, and Concentration Grant		$ 2,354,832	$ 61,272	$ 474,330	$ 524,536	$ 3,414,970		$ 2,435,424	$ 63,296	$ 499,744	$ 542,472	$ 3,540,936
NSS Allowance		-				-		-				-
TOTAL BASE	184.00	$ 2,354,832	$ 61,272	$ 474,330	$ 524,536	$ 3,414,970	184.00	$ 2,435,424	$ 63,296	$ 499,744	$ 542,472	$ 3,540,936
ADD ONS:												
Targeted Instructional Improvement Block Grant						$ -						$ -
Home-to-School Transportation (COLA added commencing 2023-24)						-						-
Small School District Bus Replacement Program (COLA added commencing 2023-24)						-						-
Transitional Kindergarten (Commencing 2022-23)	TK ADA	-	TK Add-on rate	$ 5,712.00		-	TK ADA	-	TK Add-on rate	$ 5,907.00		-
ECONOMIC RECOVERY TARGET PAYMENT						-						-
LCFF Entitlement Before Adjustments						$ 3,414,970						$ 3,540,936
Miscellaneous Adjustments						-						-
ADJUSTED LCFF ENTITLEMENT						**$ 3,414,970**						**$ 3,540,936**
Local Revenue (including RDA)						(223,833)						(223,833)
Gross State Aid						**$ 3,191,138**						**$ 3,317,104**
Education Protection Account Entitlement						(805,514)						(833,063)
Net State Aid						**$ 2,385,624**						**$ 2,484,041**
MINIMUM STATE AID CALCULATION												
			12-13 Rate	2026-27 ADA		N/A			12-13 Rate	2027-28 ADA		N/A
2012-13 RL/Charter Gen BG adjusted for ADA			$ 6,185.00	184.00		$ 1,138,040			$ 6,185.00	184.00		$ 1,138,040
2012-13 NSS Allowance (deficited)			$ -			-			$ -			-
Minimum State Aid Adjustments						-						-
Less Current Year Property Taxes/In-Lieu						(223,833)						(223,833)
Less Education Protection Account Entitlement						(805,514)						(833,063)
Subtotal State Aid for Historical RL/Charter General BG						**$ 108,694**						**$ 81,145**
Categorical Minimum State Aid						208,619						208,619
Charter School Categorical Block Grant adjusted for ADA			873.71	184.00		160,763			873.71	184.00		160,763
Minimum State Aid Guarantee Before Proration Factor						**$ 478,076**						**$ 450,527**
Proration Factor						0.00%						0.00%
Minimum State Aid Guarantee						**$ 478,076**						**$ 450,527**
CHARTER SCHOOL MINIMUM STATE AID OFFSET												
LCFF Entitlement						3,414,970						3,540,936
Minimum State Aid plus Property Taxes including RDA						701,908						674,359
Offset						-						-
Minimum State Aid Prior to Offset						478,076						450,527
Total Minimum State Aid with Offset						478,076						450,527
State Aid Before Additional State Aid						**$ 2,385,624**						**$ 2,484,041**
ADDITIONAL STATE AID						**$ -**						**$ -**
LCFF State Aid, Adjusted for Minimum State Aid Guarantee						**$ 2,385,624**						**$ 2,484,041**
LCFF Entitlement, excludes Categorical MSA and before COE transfer, Choice & Charter Supplei						**$ 3,414,970**						**$ 3,540,936**
Change Over Prior Year			2.82%	93,619					3.69%	125,966		
LCFF Entitlement Per ADA (excluding Categorical MSA)						18,560						19,244
Per hange Over Prior Year			3.38%	607					3.69%	684		
Bas tatus (school districts only)						-						-
LCF RCES INCLUDING EXCESS TAXES												
				Increase		2026-27				Increase		2027-28
Stat			3.21%	74,255		$ 2,385,624			4.13%	98,417		$ 2,484,041
Edu Protection Account						805,514						833,063
Pro axes Net of In-Lieu Transfers			0.00%	-		-			0.00%	-		-
Cha -Lieu Taxes			0.00%	-		223,833			0.00%	-		223,833
Tot (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)			2.24%	74,255		**$ 3,414,971**			2.88%	98,417		**$ 3,540,937**

School of Unlimited Learning (1030642) - NEWEST	v.26.2					CY3	v.26.2					CY4
LOCAL CONTROL FUNDING FORMULA						**2028-29**						**2029-30**
LCFF ENTITLEMENT CALCULATION												
		COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage				COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage		
Calculation Factors		3.31%	0.00%	100.00%	88.40%			3.24%	0.00%	100.00%	88.40%	
	Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total	Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total
Grades TK-3	-	$ 11,289	$ 1,174	$ 2,493	$ 2,706	$ -	-	$ 11,655	$ 1,212	$ 2,573	$ 2,793	$ -
Grades 4-6	-	11,459		2,292	2,488	-	-	11,830		2,366	2,568	-
Grades 7-8	-	11,799		2,360	2,562	-	-	12,181		2,436	2,644	-
Grades 9-12	184.00	13,674	356	2,806	3,046	3,658,272	184.00	14,117	367	2,897	3,144	3,776,651
Subtract Necessary Small School ADA and Funding	-	-	-			-	-	-	-			-
Total Base, Supplemental, and Concentration Grant		$ 2,516,016	$ 65,504	$ 516,304	$ 560,448	$ 3,658,272		$ 2,597,528	$ 67,528	$ 533,011	$ 578,584	$ 3,776,651
NSS Allowance		-				-		-				-
TOTAL BASE	184.00	$ 2,516,016	$ 65,504	$ 516,304	$ 560,448	$ 3,658,272	184.00	$ 2,597,528	$ 67,528	$ 533,011	$ 578,584	$ 3,776,651
ADD ONS:												
Targeted Instructional Improvement Block Grant						$ -						$ -
Home-to-School Transportation (COLA added commencing 2023-24)						-						-
Small School District Bus Replacement Program (COLA added commencing 2023-24)						-						-
Transitional Kindergarten (Commencing 2022-23)	TK ADA	-	TK Add-on rate	$ 6,103.00		-	TK ADA	-	TK Add-on rate	$ 6,301.00		-
ECONOMIC RECOVERY TARGET PAYMENT						-						-
LCFF Entitlement Before Adjustments						$ 3,658,272						$ 3,776,651
Miscellaneous Adjustments						-						-
ADJUSTED LCFF ENTITLEMENT						**$ 3,658,272**						**$ 3,776,651**
Local Revenue (including RDA)						(223,833)						(223,833)
Gross State Aid						**$ 3,434,440**						**$ 3,552,819**
Education Protection Account Entitlement						(860,637)						(888,522)
Net State Aid						**$ 2,573,803**						**$ 2,664,297**
MINIMUM STATE AID CALCULATION												
			12-13 Rate	2028-29 ADA		N/A			12-13 Rate	2029-30 ADA		N/A
2012-13 RL/Charter Gen BG adjusted for ADA			$ 6,185.00	184.00		$ 1,138,040			$ 6,185.00	184.00		$ 1,138,040
2012-13 NSS Allowance (deficited)			$ -			-			$ -			-
Minimum State Aid Adjustments						-						-
Less Current Year Property Taxes/In-Lieu						(223,833)						(223,833)
Less Education Protection Account Entitlement						(860,637)						(888,522)
Subtotal State Aid for Historical RL/Charter General BG						**$ 53,571**						**$ 25,686**
Categorical Minimum State Aid						208,619						208,619
Charter School Categorical Block Grant adjusted for ADA			873.71	184.00		160,763			873.71	184.00		160,763
Minimum State Aid Guarantee Before Proration Factor						**$ 422,953**						**$ 395,068**
Proration Factor						0.00%						0.00%
Minimum State Aid Guarantee						**$ 422,953**						**$ 395,068**
CHARTER SCHOOL MINIMUM STATE AID OFFSET												
LCFF Entitlement						3,658,272						3,776,651
Minimum State Aid plus Property Taxes including RDA						646,785						618,900
Offset						-						-
Minimum State Aid Prior to Offset						422,953						395,068
Total Minimum State Aid with Offset						422,953						395,068
State Aid Before Additional State Aid						**$ 2,573,803**						**$ 2,664,297**
ADDITIONAL STATE AID						**$ -**						**$ -**
LCFF State Aid, Adjusted for Minimum State Aid Guarantee						**$ 2,573,803**						**$ 2,664,297**
LCFF Entitlement, excludes Categorical MSA and before COE transfer, Choice & Charter Suppler						**$ 3,658,272**						**$ 3,776,651**
Change Over Prior Year			3.31%	117,336					3.24%	118,379		
LCFF Entitlement Per ADA (excluding Categorical MSA)						19,882						20,525
Per			3.32%	638					3.23%	643		
Bas						-						-
LCF			**RCES INCLUDING EXCESS TAXES**									
				Increase		2028-29				Increase		2029-30
Sta			3.61%	89,762		$ 2,573,803			3.52%	90,494		$ 2,664,297
Edu	Protection Account					860,637						888,522
Pro	Taxes Net of In-Lieu Transfers		0.00%	-		-			0.00%	-		-
Cha	-Lieu Taxes		0.00%	-		223,833			0.00%	-		223,833
Tot	(Excludes Basic Aid Choice and Basic Aid Supplemental Funding)		2.53%	89,762		**$ 3,658,273**			2.65%	90,494		**$ 3,776,652**

Fresno EOC
SOUL Charter High School

Organization Chart 2025-2026



Revised 10/23/25

STATE OF CALIFORNIA

ENDORSED COPY

DEPARTMENT OF STATE

To all whom these presents shall come, Greetings:

I, FRANK M. JORDAN, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the RECORD on file in my office, of which it purports to be a copy, and that the same is full, true and correct.

In testimony whereof, *I,* **FRANK M. JORDAN,** *Secretary of State, have hereunto caused the Great Seal of the State of California to be affixed and my name subscribed, at the City of Sacramento, in the State of California,*

this AUG 31 1965

Frank M. Jordan
Secretary of State

By Walter L. Stieber
Assistant Secretary of State

777

SEP 24 65 119859 CS • 777 — H (5) 20X

ENDORSED
FILED
In the office of the Secretary of State of the State of California
AUG 30 1965
FRANK M. JORDAN, Secretary of State
By Bill Holden Deputy

FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION

476314

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, for the purpose of forming a corporation under Part 1, of Division 2, of Title 1, of the Corporations Code of the State of California, also known as the General and Non-Profit Corporation Law, do certify:

FIRST: That the name of the corporation is, FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION.

SECOND: That the purposes are as follows:

(a) To develop, conduct and administer the programs as established by the Economic Opportunity Act of 1964;

(b) To identify and diagnose areas of poverty in this county;

(c) To develop a comprehensive plan to combat and prevent poverty in Fresno County;

(d) To encourage, stimulate and assist in the developement of anti-poverty action projects by non-profit voluntary and public organizations and indigenous poverty groups;

(e) To review and coordinate anti-poverty proposals and process those approved through channels to the funding source;

(f) To effect sound relationships between local community action programs and activities administered under other provisions of the act, as well as programs, resulting from other legislation consistent with the aims of the economic opportunity act.

SECONDARY PURPOSES:

That in addition to the primary purposes above outlined the corporation shall have the further general purposes and powers, as follows:

(a) To act as agent or representative of any member or members in any activities of the corporation;

(b) To buy, sell, lease, hold and exercise all privileges of ownership over such real or personal property as may be necessary or convenient for the conduct and operation of any other business of the corporation, or incidental to.

(c) To borrow money and to give a lien on any of its property and

provide any other security for the repayment thereof, in any manner permitted by law;

(d) To acquire any real estate or interest or right in land, or pertinent thereto, any and all property in connection therewith.

(e) To construct, operate, maintain and improve, and to sell, convey, assign, mortgage or lease any real estate, and any personal property;

(f) To borrow money and issue evidence of indebtedness in furtherance of any and all of the objects of its corporate business; to secure the same by mortgage, deed of trust, pledge or other lien.

(g) To enter into, perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of any one or more of the purposes of this corporation.

(h) To have and exercise all powers, rights and privileges conferred on corporations by the laws of this state, and all powers and rights necessary, incidental or conducive to carrying out the object and purposes for which this corporation is formed, except such as are inconsistent with the expressed provisions of the acts under which it is performed.

The foregoing shall be construed as both primary and secondary purposes, objects and powers, and the enumeration thereof shall not be construed to limit or restrict, in any manner, the general powers conferred on this corporation by the laws of this state, all of which powers are expressly claimed.

THIRD: This is a non-profit corporation organized under the laws of the State of California, relating to non-profit corporation, and does not contemplate the distribution of claims, profits or dividends to the members thereof, and that no part of the earnings of the corporation shall enure to the benefit of any member, trustee, officer or individual.

FOURTH: That the corporation shall not carry on propaganda, or otherwise attempt to influence legislation.

FIFTH: That the principal office for the transaction of the business of this corporation shall be located in the County of Fresno, State of California.

SIXTH: That the Board of Directors of the corporation shall be known and described as "The Board of Directors," and that the directors of the corporation shall be known and described as "Directors."

(a) That the number of directors of the corporation shall be not less than 25, nor more than 50, provided that said minimum and maximum number may be changed by the By-Laws duly adopted by members of this corporation.

(b) That the qualifications, powers, duties, tenures of officers or directors, and the manner in which they shall be chosen, shall be prescribed and set forth in the By-Laws of the corporation.

(c) That the names and addresses of the persons that are to act as directors, until the selection of their successors, are:

Robert B. Moore 38-8 No. Orchard Fresno, California	Rito Serrano 1005 Irwin Ave. Fresno, Calif.	Reed K. Clegg P. O. Box 1912 Fresno, Calif.
Percy Brown 2940 S. Bardell Fresno, California	Willie Brown P. O. Box 326 Riverdale, Calif.	Roy Greenaway Security Bank Bldg. Fresno, Calif.
Norman H. Fries 10364 S. Bryan Raisin City, Calif.	Lloyd Ghilardi 2913 "D" St. Selma, Calif.	Casimiro Lopez P. O. Box 592 Parlier, Calif.
Hugh W. Goodwin 1745 "L" Street Fresno, Calif.	Henry Jones 4692 N. Blackstone Fresno, Calif.	William Meix 605 Security Bank Bldg. Fresno, Calif.
Reverend Roger Mahoney 1229 "F" Street Fresno, Calif.	Willard Marsh 1030 "O" Street Fresno, Calif.	Chester Mucker 1222 E. Kaviland Fresno, Calif.
Joseph O. Mueller Mason Bldg. Rm. 202 Fresno, Calif.	Mrs. Mendonia Murphy P.O. Box 911 Firebaugh, Calif.	Leland E. Scott 915 Van Ness Ave. Fresno, Calif.
Bobby G. Russell 437 9th Street Orange Cove, Calif.	Mrs. Ann Rubio 366 W. Pinedale Pinedale, Calif.	James E. Solt 2314 Mariposa St. Fresno, Calif.
Dr. Dallas A. Tueller Fresno State College Fresno, Calif.	John Trujillo P. O. Box 534 Mendota, Calif.	John Lindberg 402 Crocker Citizens Bank Fresno, Calif.

SEVENTH: That the corporation shall have perpetual existance.

EIGHTH: That the members of the corporation shall not be personally liable for debts, liabilities or obligations of the corporation.

NINTH: That the authorized number and qualifications of the members

of the corporation, the different class of members, if any, the property, voting, and other rights and privileges of each class of membership, and the liability of each or all classes to dues or assessments, or the methods of collection thereof, shall be prescribed and set forth in the By-Laws of the corporation.

TENTH: Upon the dissolution or winding up of the corporation, after paying or adequately providing for the debts and obligations of the corporation, the directors or other persons in charge of the liquidation, unless the corporation holds its assets in any trust, shall distribute any remaining assets to a non-profit tax exempt fund, foundation or corporation, organized and operated for charitable, religious, scientific or educational purposes which shall be selected by said directors or other persons in charge of liquidations; that if the corporation holds its assets in trust, the assets shall be disposed of in such manner as shall be directed by the decree of the Superior Court in the County in which the corporation has its principal office, upon the petition therefor by the Attorney General or any person concerned in liquidation.

ELEVENTH: This corporation is the incorporation of a previously unincorporated association, and that the name of said unincorporated association was "Fresno Economic Opportunity Commission, Inc."

IN WITNESS WHEREOF, we have hereunto set forth our hand this 20th day of August, 1966.

Robert B. Moore - Acting Chairman

John Lindberg - Acting Secretary

Incorporating Committee:

Roy Greenaway

Henry Jones

Reed K. Clegg

Bobby G. Russell

Norman H. Fyles

Robert B. Moore - Incorporator

STATE OF CALIFORNIA)
: SS
COUNTY OF FRESNO)

On this 20th day of August, 1965, before me, the undersigned, a Notary Public in and for the State of California, with principal office in the County of Fresno, residing therein, duly commissioned and sworn, personally appeared ROBERT B. MOORE and JOHN LINDBERG, known to me to be the persons described in, whose names are subscribed to and who executed the within instrument and acknowledged that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County the day and year in this certificate first above written.

Notary Public

GILBERT D. LOPEZ
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
FRESNO COUNTY

MY COMMISSION EXPIRES FEBRUARY 8, 1967

STATE OF CALIFORNIA)
: SS
COUNTY OF FRESNO)

We, the undersigned, ROBERT B. MOORE and JOHN LINDBERG, being the Chairman and Secretary of the afore-mentioned unincorporate association, to wit, "Fresno Economic Opportunity Commission, Inc." being first duly sworn, depose and say:

That the "Fresno Economic Opportunity Commission, Inc.," has authorized its incorporation and has authorized said ROBERT B. MOORE as Chairman and JOHN LINDBERG, as Secretary, to execute the Articles of Incorporation at a meeting duly held on the 4th day of August, 1965.

I, ROBERT B. MOORE, and I, JOHN LINDBERG, do swear under the penalty of perjury that the foregoing is true and correct.

Robert B. Moore

John Lindberg

FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION

BYLAWS

MODIFIED DECEMBER 2024

BYLAWS

ARTICLE I. NAME

The corporation's name shall be the Fresno County Economic Opportunities Commission. The corporation may be referred to herein as "Corporation" or "Agency."

ARTICLE II. PURPOSES & LIMITATIONS

1. **Purposes:** This Corporation is a California nonprofit public benefit corporation organized under the Nonprofit Public Benefit Corporation Law. This Corporation is organized and operated exclusively for charitable purposes within the meaning of Section 01(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law. The specific and primary purposes of this Corporation are to undertake various charitable endeavors related to (i) developing, conducting and administering programs as a Community Act Agency formed under the Economic Opportunity Act of 1964, as subsequently amended; (ii) identifying areas of poverty in Fresno County; (iii) encouraging, stimulating and assisting in the development of anti-poverty projects, as well as promote self-sufficiency, by non-profit and public organizations; and (iv) implementing various economic development and service programs in Fresno County in such as areas as transportation, education, job training, nutrition, and related activities. This Corporation is also authorized to receive contributions and grants and to make donations to, and otherwise aid and support, legally permissible undertakings consistent with the above-stated purposes.

2. **Limitations:** Notwithstanding any of the above statements of purposes and powers, this Corporation shall not, except to an insubstantial degree, engage in any activities, or exercise any powers that are not in furtherance of the specific and primary purposes of this Corporation and this Corporation shall not carry on any other activities not permitted to be carried on by (i) a corporation exempt from Federal income tax under Section 501(c)(3) of the Code, or (ii) corporate contributions to which are deductible under Section 170(c)(2) of the Code.

ARTICLE III. AUTHORITY AND RESPONSIBILITY OF THE BOARD OF COMMISSIONERS

The Corporation's Board of Commissioners (hereafter sometimes referred to as "Board" or "Commission") shall supervise, control and direct the business and affairs of the Corporation. All Commissioners shall participate in the development, planning, implementation and evaluation of the programs offered by the Corporation in its service of low-income individuals and families.

Commissioners shall be focused on the total problem of poverty in the County as well as with the interests of their respective target areas and appointing entities. The Commissioners shall be responsible for reporting back to their appointing entities and target areas as well as informing the Commission as a whole regarding the problems and relevant activities of their areas and appointing entities.

ARTICLE IV. COMPOSITION OF THE BOARD

Section 1: Community Services Block Grant (CSBG) Board Composition Requirements:

The Board shall consist of no more than twenty-four (24) Commissioners, one-third from each sector described in this section below (the "Tripartite"). The number of Commissioners may not be increased or decreased without a resolution of the Board, provided that no decrease shall have the effect of shortening the term of any incumbent Commissioner and the total number of Commissioners is divisible by three.

Public Sector Commissioners. One-third of the Tripartite Board shall be elected or public officials, or their appointed representatives;

Target Area Commissioners. One-third of the Tripartite Board shall be persons chosen in accordance with democratic selection procedures adequate to assure that these Commissioners are representative of low-income individuals and families in the neighborhood served; reside in the neighborhood served; and are able to participate actively in the development, planning,

implementation, and evaluation of the Corporation's programs; and

Community Sector Commissioners. One—third of the Tripartite Board shall be officials or members of business, industry, labor, religious, law enforcement, education, social services, and/or multi-cultural organizations**,** or other major groups and interests in the community served.

Section 2: Head Start Board Composition Requirements

In order to meet Head Start requirements, the Board must also include:

A. At least one Commissioner with a background and expertise in fiscal management or accounting.

B. At least one Commissioner with a background and expertise in early childhood education and development.

C. At least one Commissioner who is a licensed attorney familiar with issues that come before the governing body.

However, if a person described in any one of the three preceding sentences is not available to serve as a Commissioner, the Board shall use a consultant, or another individual with relevant expertise, with the required qualifications, who shall work directly with the Board.

D. One Commissioner shall represent the Head Start Policy Council, which shall be a Community Sector Commissioner.

ARTICLE V. SELECTION OF COMMISSIONERS

Each prospective Commissioner from each sector shall complete the Corporation's application prior to appointment. For Public Sector Commissioners, the appointing agency shall supply the application to the prospective Commissioner and provide a completed application to the Corporation prior to appointment. After each prospective Commissioner has been selected to serve on the Board through the appropriate selection process described in the policies and procedures for the sector in which he or she proposes to serve, and has been determined by the Board (or a Committee thereof) to meet the qualifications set by the Board from time to time for service as a Commissioner, the Board shall vote to accept the prospective Commissioner on to the Board. Each Commissioner must (i) be a resident of Fresno County; and (ii) have a strong awareness of poverty in the community in which they live and a desire to implement solutions to address poverty.

A. Public Sector Commissioners. Public Sector Commissioners appointed from the following shall be considered for election to the Board:

One Commissioner appointed by the Mayor of the City of Fresno;

Two Commissioners appointed by the Fresno County Board of Supervisors;
One Commissioner appointed by the Fresno County Superior Court Presiding Judge sitting in the Juvenile Department;

One Commissioner appointed by the State Center Community College District Board of Trustees;

One Commissioner appointed by a member of the California Assembly;
One Commissioner appointed by a member of the California Senate; and
One Commissioner appointed by a member of the U.S. Congress.

B. Target Area Commissioners. Target Area Commissioners shall be elected by members of the respective areas hereinafter "Target Area" in accordance with Policies and Procedures established by the Commission, under elections that are run by the Internal Audit department

and supervised by the Selection Committee appointed by the Board Chair. Emphasis should be given to providing maximum participation of low-income persons in the selection process of Target Area Commissioners, who shall be duly elected from areas within Fresno County that insure equal target area rural and urban representation and adopted by the Commission.

C. Community Sector Commissioners. Community Sector Commissioners may consist of representatives of business, industry, labor, religious, law enforcement, youth, education, social services, and/or multicultural organizations (each a "Community Sector Organization") that can contribute or mobilize economic and human resources, ethnic and racial diversity and balance to the Commission as a whole, and is supportive of the mission and objectives of the Agency. The Community Sector Commissioners shall be selected in accordance with the written policies and procedures established from time-to-time by the Commission. The proposed Community Sector Commissioner must be affiliated with the Community Sector Organization recommending that appointment. For the purposes of the appointment of Community Sector Commissioners, "affiliated" shall be limited to individuals who actively participate in the affairs of, or serves as an employee or active volunteer of, the Community Sector Organization recommending the appointment.

ARTICLE VI. TERMS OF OFFICE

Each Commissioner shall serve a three-year term, or until the Commissioner sooner dies, resigns, is removed, or becomes disqualified. The January meeting of the Commission shall represent the beginning date for the term of office of a Commissioner first elected or appointed, or reelected or reappointed. A public official serving on the Board shall serve as a Public Sector Commissioner only while he or she continues to hold public office. A representative of a public official shall serve as a Public Sector Commissioner only while the public official who designated him or her continues to hold public office. An individual designated by a Community Sector Organization to serve as a Community Sector Commissioner shall so serve only while he or she continues to be affiliated with the organization that designated the Commissioner.

ARTICLE VII. COMMISSIONERS

Section 1. Powers

A. General Corporate Powers. Subject to the provisions of the California Nonprofit Corporation Law and any limitations in the Articles of Incorporation, the business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Commission.

B. Organizational Jurisdiction. For the purposes of California law, the jurisdiction of the Corporation shall be Fresno County. Notwithstanding the foregoing, the Corporation may conduct business outside of Fresno County.

C. Specific Powers. Without prejudice to these general powers, and subject to the same limitations, the Commissioners shall have the power to:

1. Appoint or remove a Chief Executive Officer according to the policies set forth by the Commission.

2. Prescribe any and all powers and duties in the Chief Executive Officer that are consistent with law, with the Articles of Incorporation, and with these Bylaws, and fix the compensation of the Chief Executive Officer.

3. Approve all programs and budgets and shall oversee the enforcement of grant conditions. The Commission shall comply with any and all requirements of the applicable Federal and State Law including, but not limited to, those laws requested by its funding sources, and any regulations promulgated thereunder.

4. Change the principal executive office or the principal business office in the State of California from one location to another; cause the Corporation to be qualified to do business in any other state, territory, dependency, or country and conduct business within or outside the State of California; and designate any place within the Corporation's jurisdiction for the holding of any meeting or meetings of the Board, including annual meetings.

5. Adopt, make and use a corporate seal; prescribe the forms of membership certificates, if applicable; and alter the form of the seal and certificates.

6. Borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation, and other evidence of debt and securities.

Section 2. Vacancies

Vacancies shall be deemed to exist on the occurrence of the following: death, resignation or removal of any Commissioner. The Board shall take steps to ensure that vacant seats are filled in a timely manner. Each successor shall hold office for the unexpired term of his or her predecessor or until the successor sooner dies, resigns, is removed or becomes disqualified.

A. Public Sector Commissioners. When a vacancy occurs in a Public Sector Board seat held by the representative of a public official, the Board shall request that the public official either take the seat himself or herself or put forth another representative to be elected by the Board. If the public official fails to take the seat himself or herself or to name another representative within the period specified by the Board, the Board shall select another public official to serve as a replacement Commissioner or to appoint a representative, and shall be accepted by the Board, to so serve. Each appointed Public Sector Commissioner shall serve for the remaining term of the vacating Public Sector Commissioner.

B. Target Area Commissioners. Vacancies in the target area sector shall be filled using the same democratic process originally used to fill the seat of the Target Area Commissioners. Any election to fill a Target Area Commissioner seat shall be for the remainder of the unexpired term of the vacating Target Area Commissioner.

C. Community Sector Commissioners. When a vacancy occurs in a seat held by an individual designated by a Community Sector Organization, the Board shall ask the Community Sector Organization that designated that individual to designate another individual, subject to approval by the Board, to fill the vacancy. Should that Community Sector Organization fail, within the period specified by the Board, to designate an individual to fill the vacancy, the Board shall select another Private Sector Organization to designate an individual, and shall be accepted by the Board, to fill the vacancy. After a vacancy, each Community Sector Organization shall have thirty (30) days to provide a name of a proposed Community Sector Commissioner. Each appointed Community Sector Commissioner shall serve for the remaining term of the vacating Community Sector Commissioner.

Section 3. Resignation

A Commissioner may resign from the Board by delivering his or her written resignation to the Chair, to a meeting of the Commission, or to the Corporation at its principal office. The resignation shall be effective upon receipt unless specified to be effective at some other time. A Commissioner who has ceased to meet the qualifications for service as a Commissioner, as specified in these bylaws and by the Board from time to time, and/or for the Board seat to which he or she was elected, is deemed to have resigned as of the date he or she ceased to meet those qualifications.

Section 4. Removal

A. **Removal by Appointing Authority**. The appointing authority may remove for any reason and nominate at will a replacement Commissioner, who shall be subject to approval of the Board.

B. **Grounds for Removal by the Board.** The Board may remove a Commissioner from the Board or any Committee and from any office for the following reasons:

1. **Incapacity.** The Board may remove a Commissioner, if in the opinion of the Board, the Commissioner is incapacitated or otherwise unable to carry out the duties of his or her office. The term incapacity shall also include a declaration of unsound mind by a final court order or conviction of a felony.

2. **Cause.** The Board may remove a Commissioner for cause on any of the following grounds:

   i. violation of the Corporation's articles of incorporation, or bylaws, or conflict of interest policy, or Board resolutions or other policies,

   ii. repeated disruptions of Board or Committee meetings,

   iii. false statements on documents completed in connection with service as a Commissioner or Officer of the Corporation,

   iv. fraudulent or dishonest acts or gross abuse of authority or gross abuse of discretion with reference to or negatively reflecting upon the Corporation's programs or mission,

   v. a Target Area Commissioner moving outside of their Target Area, or

   vi. a Community Sector Organization that nominated the Commissioner ceases to exist or operate within Fresno County.

3. **Superior Court judgment**. A Commissioner may be removed by the Superior Court pursuant to Corporations Code section 5223 or final judgment by a court of competent jurisdiction for breach of the duty under Corporations Code sections 5230 et seq.

4. **Negligence of Duties.** The Board may remove a Commissioner for failure to consistently respond to emails or telephone calls requesting input from Board members, lack of follow-through on assignments, including submission of requested reports and/or lack of participation overall in the activities of the Board.

5. **Excessive Absences.** A Commissioner shall be deemed to have vacated that Commissioner's Board seat after three (3) absences of regular meetings during a calendar year. No later than five (5) days before the next Board of Commissioners' meeting after the vacancy, a Commissioner may request in writing to the Chair and Clerk of the Board that the Board to restore the Commissioner's Board seat during the Board meeting immediately following the deemed vacancy so long as the Board takes such action upon a determination, in the Board's sole discretion, that there is good cause to excuse the excessive absences. If the Commissioner fails to timely request restoration or is not present at the Board meeting in which the Board considers such request, the Board will not have the discretion to restore the Commissioner's Board seat. If the Board reinstates a Commissioner under this paragraph, any additional absence during the same calendar year will result in the Commissioner's seat being vacated without the option of Board reinstatement.

C. **Procedure for Removal.** The Commission shall follow the policy established for removal of Commissioners established by the Board from time to time. Any Commissioner removed under this Section 4 shall be ineligible to serve on the Board of Commissioners for one year after the date of removal.

Section 5. Conflicts of Interest

Subject to the articles of incorporation, bylaws and any applicable law, the Board shall adopt and implement a conflict of interest policy covering the Corporation's Commissioners, Officers and such employees and other persons as may be specified in the policy. The conflict of interest policy, which may be revised by the Board of Commissioners from time-to-time, shall comply with Head Start regulations. However, under no circumstances shall the Commissioners have a financial conflict of interest with the organization or its delegate agencies; be employees of the Head Start or Early Head Start programs; or be immediate family members of any employees of the Head Start or Early Head Start programs. For this purpose, the term "immediate family member" means: a spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law, and adopted and step family members. Commissioners who are federal employees are prohibited from serving in any capacity that would require them to act as an agent of or attorney for the organization in its dealings with any federal government departments or agencies.

Commissioners shall disclose in writing to the Secretary all relationships described in this section, not later than ten (10) days after becoming aware of any relevant conflict of interest.

Section 6. Compensation of Commissioners

Commissioners may not receive compensation for serving on the Board or for providing services to the Corporation. However, they may receive reimbursement (or advances, in the case of low-income sector Commissioners) from the Corporation for reasonable and documented expenses incurred in the course of performing services as Commissioners. To the extent the Corporation makes any such reimbursements or advances, it shall do so only in accordance with financial policies established from time-to-time by the Board.

Section 7. Revolving Door Prohibition

No person who was a Commissioner may contract with the Agency for a period of one year after the term or period of services as a Commissioner has terminated, unless provided by law. However, any individual falling below the California or federal poverty guideline shall be exempt from the above "waiting period" requirement, so long as that individual resigns from the Commission at the time of acceptance of employment and such employment does not violate California or federal conflicts of interest law.

ARTICLE VIII. MEETINGS

Section 1. Annual Meeting

The annual meeting of the Board shall be held during the month of January each year, subject to postponement by the Board. The purposes of the annual meeting are to elect officers and to transact such other business as may come before the meeting. If the annual meeting is postponed, a special meeting may be held in its place, and any business transacted shall have the same force and effect as if transacted at the annual meeting.

Section 2. Regular Meetings

Meetings shall be scheduled for the convenience of Commission members and the public. The regular meeting schedule will be adopted periodically by the Board but not less than once per year. Regular meetings of the Board shall not exceed ten (10) times per year, upon a schedule as approved by the Board. At any regular meeting the agenda shall provide an opportunity for any person to present discussion regarding any matter of public interest that is within the subject matter jurisdiction of the Agency. Nothing shall prevent the Board of Commissioners from meeting via special meeting on a case-by-case basis.

Section 3. Open Meetings

The Public may attend all Board meetings unless the Board of Commissioners meets in Executive Session.

Section 4. Notice

Written notice of the time, date, location and agenda of each meeting of the Board shall be given to each Commissioner and made available to the public at least 72 hours before regular meetings or 24 hours before a special meeting.

Section 5. Quorum

A majority of the number of Commissioners authorized pursuant to these bylaws constitutes a quorum of the Board for the transaction of business. A quorum or its absence shall be determined at the beginning of all meetings. For Board committee meetings, a quorum shall be 50% of the members of the Committee. The Board Chair's presence shall count towards the establishment of a quorum. Should a meeting not meet quorum requirements or lose the quorum at some point during the meeting, the meeting may proceed with informational items, however no action other than adjournment may be taken.

Section 6. Voting and Action by the Board

Unless a greater number is required by the Corporation's articles of incorporation, these bylaws, Corporation policies and procedures or by law, the act of a majority of the Commissioners at any meeting at which a quorum is present shall be an act of the Board. Each Commissioner shall have one vote (provided that he or she is not prohibited from voting on a particular matter due to a conflict of interest). Votes by proxy are prohibited.

Section 7. Parliamentary Procedure

Where necessary and in matters not covered by these bylaws, Robert's Rules of Order, Newly Revised, shall serve as a guide to proper procedure (but need not be followed strictly for valid action) at meetings of the Board and its Committees.

Section 8. Electronic Participation in Board Meetings Board members may participate in Board meetings by means of a conference telephone or similar communications equipment if each Board member participating in the meeting can communicate concurrently with all other Board members, and each Board member is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action. Board members electronic participation is limited to five (5) regular meetings per year. Participation by such means constitutes presence in person at a meeting.

Section 9. Action without a Meeting

No action by the Board may be taken without a meeting.

Section 10. Special Meetings

Special meetings may be called by the Chair or upon the written and signed request of ten (10) or more Commissioners, dated and specifying the items of business. Notice of any special meeting shall be given to each Commissioner and posted to the public at least twenty-four (24) hours in advance of such meeting and shall specify the purpose of the meeting. No other business shall be transacted except the agenda items described in the notification.

Section 11. Adjourned Meeting

Any Commission meeting, annual or special whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the Commissioners represented at the meeting; but in the

absence of a quorum, no other business may be transacted at that meeting, except as provided in this Article.

ARTICLE IX. OFFICERS

The officers of the Commission shall consist of a Chair, Vice Chair, Secretary, and Treasurer, all of whom shall be elected from the members of the Commission with the exception that the Chief Executive Officer shall be appointed to serve as Secretary. Such officers shall be elected to serve until the next annual meeting of the Commission or until their successors shall have been elected and qualify. No Commissioner shall hold more than one office at the same time.

Section 1. Duties of Officers

The duties and powers of the officers shall be as follows or as shall be set hereafter by resolution or policy of the Board of Commissioners:

A. **Chair.** The Chair shall: (1) be the chief volunteer officer of the Corporation, subject to the direction and control of the Board; (2) preside at meetings of the Board of Commissioners; (3) appoint the members of standing and of such special Committees with the approval of the Commission; (4) be ex-officio a member of all Committees; and (5) perform such other duties and have such other powers as the Board of Commissioners may determine from time to time. The Chair may vote on any matter before the Commission. The Chair shall be counted to determine the existence of a quorum.

B. **Vice Chair.** In the absence of the Chair or the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair and shall perform such other duties as the Commission may, from time to time, designate.

C. **Secretary.** The Commission shall appoint the Chief Executive Officer, who shall serve as the Chief Administrative Officer and as Secretary to the Commission. The secretary shall be responsible for the recording and maintenance of records of all proceedings of the Board. This shall include the attendance of Commissioners at meetings, record of votes of all motions of all meetings of the Commission, and all Commission Committees. These records shall be kept in electronic or print files which shall be kept at the principal office of the Commission. The records shall be open at all reasonable times for the inspection of any Commissioner. Such files shall also contain the Commission's articles of incorporation and bylaws (as well as any amendments thereto) and the names of all Commissioners and the address of each. The secretary or his or her delegate shall give all notices that may be required by law or by these bylaws. The secretary shall perform such other duties and have such other powers as the commissioners shall determine from time to time. The Secretary shall not be a voting member of the Board.

D. **Treasurer**. The treasurer shall: (1) oversee the Corporation's financial management practices, subject to the direction and control of the Board; (2) ensure that the Commissioners understand the financial situation of the Corporation (including ensuring that financial statements for each month are available for each meeting of the Board of Commissioners and are kept on file at the Corporation's principal office); (3) serve as Chair of the Finance Committee; (4) serve as an Authorized Check Signatory when the Chair is unavailable; and (5) perform such other duties and have such other powers as the Board of Commissioners may determine from time to time.

Section 2. Delegation of Duties

An officer may delegate the specific duties set forth above to another individual or receive assistance from another individual in performing such duties, so long as the Officer retains oversight and review of the work of the other individual and the records and documents prepared and distributed by that individual.

Section 3. Election

The Officers shall be elected each year by the Board at the Board's annual meeting. In the event that any

or all of the Officers are not elected at the annual meeting, they may be elected at a subsequent Board meeting. Other Officers may be elected from time to time by the Board. The Board may from time-to-time adopt a Board elections policy providing for the procedures and implementation of Board elections.

Section 4. Term of Office

Each Officer shall hold office for two years and until his or her successor is elected and qualified or until the Officer sooner dies, resigns, is removed or becomes disqualified.

Section 5. Removal of Officers

Any Commissioner can bring forth to the Bylaws Committee a recommendation for removal of an Officer to be heard by the Bylaws Committee. Removal of Officers shall follow the procedure in Article VII, Section 4.

Section 6. Resignation of Officers

An Officer may resign by delivering his or her written resignation to the Chair, to a meeting of the Commissioners or to the Secretary. The Board Chair may relinquish their position as Chair by

notifying the Board or Secretary in writing. Such resignation shall be effective upon receipt unless specified to be effective at some other time.

Section 7. Vacancies

The Board should promptly fill vacancies in the Officer positions, either at a regular meeting or at a special meeting called for that purpose. Each successor shall hold office for the unexpired term of his or her predecessor or until the successor sooner dies, resigns, is removed or becomes disqualified.

Section 8. Chief Executive Officer

The Board shall appoint and employ a Chief Executive Officer who, subject to the Board's direction and control, shall: manage the day-to-day affairs of the Corporation; implement goals and policies established by the Board; report on and advise the Board and its Committees concerning the affairs and activities of the Corporation; and prepare an annual administrative budget for the approval of the Commission.

The Chief Executive Officer shall be empowered to hire, supervise and terminate the Corporation's other employees in accordance with personnel policies established by the Board. In addition, the Chief Executive Officer shall perform such other duties and have such other powers as the Board may determine from time to time. The Chief Executive Officer shall attend meetings of the Board and may attend meetings of its Committees.

The Board shall evaluate the Chief Executive Officer and set his/her compensation on an annual basis. The Board may remove the Chief Executive Officer at any time with or without cause. Removal without cause shall be without prejudice to the Chief Executive Officer's contract rights, if any, and the appointment of the Chief Executive Officer shall not itself create contract rights.

ARTICLE X. COMMITTEES

The Board may establish one or more Committees (standing and/or ad hoc) and may delegate to any such Committee or Committees any or all of its powers, except the powers specified in section 5212 of the California Corporations Code. Any Committee to which the powers of the Commissioners are delegated shall consist solely of Commissioners and shall, to the extent possible, reflect the Tripartite composition of the full Board unless expressly provided for herein. Committee members and Chairs shall be appointed by the Board Chair and be approved by the Board and shall serve at the pleasure of the Board.

Each Committee shall keep a record of its actions and proceedings and, when required by the Board, shall make a report of those actions and proceedings to the Board. Unless the commissioners otherwise designate, Committees shall conduct their affairs in the same manner as is provided in these Bylaws, with such changes in the context of such provisions as are necessary to substitute the Committee and its members for the Board and its members. A quorum for any meeting shall be 50 percent of that Committee. The Board may adopt rules for the governance of any Committee not inconsistent with the provisions of these bylaws. Each standing Committee shall comply with the Brown Act. There shall be the following standing Committees: Executive, Bylaws, and Audit. The Board Chair shall appoint the Chair of each Committee who shall serve until a successor shall have been duly appointed for the term of that person as a member of the Commission shall have ended. The Committee shall determine the frequency and meeting dates for each committee meeting.

Section 1. Executive Committee

The Executive Committee shall be composed of the seven (7) elected Board members, consisting of the Chair, Vice Chair, Treasurer, and the chair of each Committee described in this Article X. The Executive Committee shall meet as necessary as determined by the Chair. An Executive Committee meeting may be called by the Chair or upon the written request of two (2) Executive Committee members with 48 hours' notice. The Executive Committee's decision(s) are subject to approval by the Board. The Executive Committee shall make a report of its actions and proceedings to the Board at the next meeting of the Board held after such actions or proceedings. The Executive Committee shall act on interim matters that cannot wait until the next Board meeting. The Executive Committee shall also review the next full Board agenda. Moreover, the Executive Committee shall receive, on a quarterly basis, a report prepared by the Agency's Internal Auditor, or his or her designee, on the Agency's on-going efforts to manage and operate the Head Start program, which shall include, but not be limited to, budgetary and performance metrics as periodically requested by the Executive Committee, as well as other matters pertaining to the Agency's operations as reasonably determined by the Executive Committee and the Agency's Internal Auditor.

Section 2. Finance Committee.

The Finance Committee shall be composed of the Treasurer, who shall be its Chair, and four (4) other Commissioners, at least one from each Tripartite sector. The Finance Committee shall: (1) advise the Chief Executive Officer in the preparation and administration of the operating budget; (2) oversee the administration, collection, and disbursement of the financial resources of the Corporation; (3) advise the Board with respect to significant financial decisions, including the integrity of the financial statements of the Corporation; (4) have such other powers and perform such other duties as the Board may specify from time to time. Additionally, the Finance Committee (1) establish outcome statements for meeting the agency's infrastructure needs, and periodically monitor performances towards meeting these statements; (2) review, discuss and make recommendations to the Board of Commissioners relative to the agency's plans for real estate acquisitions/development, property maintenance, and technology advancements, and procurement activities; (3) meet the community and agency staff's infrastructure needs; (4) provide employment opportunities for clients, students, and corps members by creating relationships among the agency's education and employment training programs; (5) promote procurement opportunities to small proprietors, women, and minority operated businesses and those certified as a Disadvantaged Business Enterprise (DBE) as it pertains to facilities management/maintenance, IT network, telecommunications, and real estate activities.

Section 3. Audit Committee

The Audit Committee shall be composed of five (5) Commissioners, including the Chair of the Committee, who shall be a voting member of the Audit Committee. No member of the Finance Committee, other than the Chair of the Board of Commissioners, should he or she be a member of the Finance Committee, may be sit on the Audit Committee. The Audit Committee shall assist the Board of Commissioners in fulfilling its oversight responsibilities by monitoring: (1) the overall systems of internal control and risk mitigation; (2) the integrity of the financial statements of the organization; (3) compliance by the organization with legal and regulatory requirements and ethical standards; (4) at the close of each fiscal year shall present to the Commission a financial report for the year audited by a licensed Certified Public Accountant; and (5) the selection, independence and performance of the organization's independent auditors. In addition, the Audit Committee shall oversee the internal audit department and

have such other powers and perform such other duties as the Board may specify from time to time.

Section 4. The Program, Planning & Evaluation Committee The Program Planning and Evaluation Committee shall be composed of five (5) Commissioners, with at least one from each Tripartite sector. Subject to the direction and control of the full Board, the Program Planning and Evaluation Committee shall: (1) oversee implementation of the Corporation's community needs assessment and strategic planning processes approved by the Board and conduct periodic reviews to determine to what degree the Corporation is addressing the needs and goals identified through these processes; (2) shall discuss, review and recommend grant applications; (3) track the progress of the Corporation's programs in meeting identified goals and objectives; (4) oversee the Corporation's processes for outcome reporting for its programs; (5) review monitoring reports, evaluations, and other feedback on the Corporation's programs provided by funding sources and other interested parties; (6) work with the Corporation's staff and full Board to ensure that monitoring findings are addressed in a timely way; (7) oversee the regular evaluation of the Corporation's programs by the Corporation's Board and staff; and (8) regularly report to the full Board on these matters. In addition, the program planning and evaluation Committee shall have such other powers and perform such other duties as the Board may specify from time to time.

Section 5. Human Resources/Pension Committee.

The Human Resources/Pension Committee shall be composed of five (5) Commissioners, with at least one from each Tripartite sector, two elected employee representatives, and two Pension Plan Trustees and shall (1) periodically review the Corporation's personnel policies and procedures and implementation thereof, and report findings and recommendations for policy and procedures changes to the full Board; (2) periodically review the Corporation's compensation schedule and implementation thereof, recommend any changes to the Board; (3) review and make recommendations to the Board regarding the Corporation's employee benefits package; (4) receive information from the Corporation's staff and attorneys on legal proceedings involving the Corporation's employees and make recommendations and reports to the Board on those matters; (5) on a quarterly basis, review and approve quarterly financial reports and investment performance reports of the retirement plans; receive an update of the current investment market; and answer any questions of the employees and Board members on the plan; (6) provide employees with a diversified slate of investment options and make changes to the funds offered as needed; and (7) have such other powers and perform such other duties as the Board may specify from time to time

Section 6. Bylaws Committee

The Bylaws Committee shall be composed of five (5) Commissioners, with at least one from each Tripartite sector. The Bylaws Committee shall: (1) oversee Board member recruitment (including administering the target area Board member democratic selection process, recommending candidates for Public and Community Sector Board seats, and ensuring that the Board fills vacancies promptly), orientation, and training; (2) coordinate the Board's periodic evaluation process of itself and the organization's governance structure, policies and procedures; (3) coordinate periodic review of the Corporation's articles of incorporation and bylaws; and (4) have such other powers and perform such other duties as the Board may specify from time to time. An ad hoc committee of the Bylaws Committee shall be appointed by the Chair of the Bylaws Committee to interview all prospective Community Sector Commissioners.

Section 7. SOUL Charter School Committee

The School of Unlimited Learning ("SOUL") Charter School Committee shall be composed of all Board Members. This Committee shall serve as the managing entity of SOUL and (i) adopt the annual budget for SOUL; (ii) adopt all material policy changes to the management of SOUL, (iii) approve all filings with Fresno Unified School District, Fresno County Superintendent of Schools, the California Department of Education, and any other governmental agency with oversight or regulatory responsibilities for SOUL; and (iv) any other activities that, in the reasonable judgement of the Executive Director, relate to the activities of SOUL. The SOUL Charter School Committee shall in all respects comply with the Ralp M. Brown Act (the "Brown Act"), the California Public Records Act (CPRA), Government Code section 1090 *et seq*., and the Political Reform Act of 1974. Members of the SOUL Charter School Committee shall annually complete a Statement of Economic Disclosure (Form 700). When needed, but not less than twice per

year, the Fresno EOC Board of Commissioners shall adjourn its business and reconvene as the SOUL Charter School Committee and shall comply with all open meeting requirements under the Brown Act. For clarity the SOUL Charter School Committee may meet before or after or completely independently of Fresno EOC Board of Commissioners' meetings. A quorum of SOUL Charter School Committee members must be physically present during a meeting in order to take action. Moreover, the SOUL Charter School Committee shall not replace the advisory SOUL Governing Council.

ARTICLE XI. POLICIES AND PROCEDURES

Section 1. Annual Statement of Certain Transactions and Indemnifications

No later than the time the Corporation gives its annual report, if any, to the Commissioners, and in any event no later than 120 days after the close of the Corporation's fiscal year, the Corporation shall prepare and mail or deliver to each Commissioner a statement of the amount and circumstances of any transaction or indemnification of any transaction(s) in which the Agency, its parent or its subsidiary was a party, or in which any Commissioner or Officer had a direct or indirect financial interest.

Section 2. Fiscal Year

The fiscal year of the Corporation shall be fixed by resolution of the Board of Commissioners and may be changed by the Board of Commissioners.

Section 3. Execution of Instruments

Except as the Board may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts, and other obligations made, accepted and endorsed by the Corporation shall be signed by the Chair or the Chief Executive Officer and checks drawn on any account of the Corporation shall be signed by either the Chair, the Treasurer or the Chief Executive Officer (each an “Authorized Check Signatory”) and, if in excess of any amount determined by the Board from time to time, countersigned by another Authorized Check Signatory. Unless authorized by the Board, no Officer, employee or agent shall have any power or authority to bind the Corporation by any contract or agreement, or to pledge its credit, or to render it liable for any purpose or for any amount.

Section 4. Agents

The Board may appoint agents who shall have such authority and shall perform such duties as may be prescribed by the Board. The Board may remove any such agent at any time with or without cause. Removal without cause shall be without prejudice to such person’s contract rights, if any, and the appointment of such person shall not itself create contract rights.

ARTICLE XII. BONDING

The Board shall require all Officers of the Corporation charged with handling of funds, and may require any other Officer, director, employee or agent, to be bonded for performance of their duties in such amount and by such bonding company registered in the state of California as shall be satisfactory to the board at the Corporation's expense.

ARTICLE XIII. INDEMNIFICATION OF COMMISSIONERS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

Section One. <u>Actions Other Than By the Corporation</u>.

The Board of Commissioners shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by, or in the right of, this Corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Corporations Code, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact

that such person is or was an agent of this Corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if that person acted in good faith and in a manner that person reasonably believed to be in the best interests of this Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of this Corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section Two. Actions By the Corporation.

The Board of Commissioners shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by, or in the right of, this Corporation, or brought under Section 5233 of the California Corporations Code, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that person is or was an agent of this Corporation, against expenses actually and reasonably incurred by that person in connection with the defense or settlement of that action if that person acted in good faith, in a manner that person believed to be in the best interests of this Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 8.02 for any of the following reasons:

In respect of any claim, issue or matter as to which that person shall have been adjudged to be liable to this Corporation in the performance of that person's duty to this Corporation, unless, and only to the extent that, the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, that person is fairly and reasonably entitled to indemnity for the expenses and then only to the extent that the court shall determine;

Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General.

Section Three. Successful Defense By Agent.

To the extent that an agent of this Corporation has been successful on the merits in defense of any proceeding referred to in Sections 8.01 or 8.02, or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section Four. Required Approval

Except as provided in Section 8.03, any indemnification under this Article VIII shall be made by the Board of Commissioners only if authorized in the specific case upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 8.01 or 8.02, by any of the following:

A majority vote of a quorum consisting of Board of Commissioners who are not parties to the proceeding; or

The court in which the proceeding is or was pending, upon application made by this Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by this Corporation.

Section Five. Advance of Expenses.

Expenses incurred in defending any proceeding may be advanced by this Corporation before the final disposition of the proceeding upon receipt of an undertaking by, or on behalf of, the agent to repay the amount of the advance unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article VIII.

Section Six. Other Contractual Rights

No provision made by the Corporation to indemnify its Commissioners or Officers for the defense of any proceeding, whether contained in the Corporation's Articles of Incorporation or Bylaws, a resolution of the Board, an agreement or otherwise, shall be valid unless consistent with this Article VIII. Nothing contained in this Article VIII shall affect any right to indemnification to which persons other than Commissioners and Officers of this Corporation may be entitled by contract or otherwise.

Section Seven. Limitations.

No indemnification or advance shall be made under this Article VIII, except as provided in Sections 8.03 or 8.04, in any circumstances where it appears:

That it would be inconsistent with a provision of the Articles of Incorporation, Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section Eight. Insurance.

The Corporation shall have the right to purchase and maintain insurance to the fullest extent permitted by law on behalf of its agents, against any liability asserted against or incurred by any agent in such capacity or arising out of the agent's status as such, regardless of whether the Corporation would have the power to indemnify the agent against the liability under the provisions of this Article VIII; provided, however, that the Corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the Corporation for a violation of Section 5233 of the California Corporations Code.

ARTICLE XIV. EFFECTIVE DATE/AMENDMENT OF BYLAWS

These bylaws shall be effective as of January 1, 2025. These bylaws may be altered, amended or repealed at any meeting of the Commissioners; provided that notice of the meeting must be provided to the Commissioners at least 14 days before the date of the meeting and must include the text of the proposed alteration, amendment or repeal**.**

ARTICLE XV. DISSOLUTION

In the event of dissolution of this Commission by act of the Commission or by operation of law, such dissolution shall be conducted in accordance with the laws of the State of California, in proceedings to which the Attorney General shall be a party.

Fresno Economic Opportunities Commission
School of Unlimited Learning
Governing Council
BY-LAWS

ARTICLE I. NAME

The name of the Governing Council will be known as the "*Fresno Economic Opportunities Commission (EOC) - School of Unlimited Learning (SOUL) Governing Council*," hereinafter referred to as the Council.

ARTICLE II. PURPOSE

The purpose of the Council is to provide advice/guidance and assessment to the Fresno Economic Opportunities Commission, and to be an advocate in all matters pertaining to the Charter School of Unlimited Learning (SOUL) hereinafter referred to as the School.

ARTICLE III. DUTIES & RESPONSIBILITIES OF THE SOUL GOVERNING COUNCIL

Section 1. The Council shall review the fiscal and programmatic policies and operations of the School of Unlimited Learning.

Section 2. The Council shall provide reports and recommendations to the full EOC Board of Commissioners, which retains the legal responsibility for the programmatic and fiscal operations of the School of Unlimited Learning (SOUL).

Section 3. The Council shall advocate in all matters pertaining to the School.

Section 4. The Council shall serve as a liaison between the School and other agencies within the community.

Section 5. The Council shall recruit and maintain Council membership to ensure the best service to the School.

ARTICLE IV. MEMBERSHIP

Section 1. The membership of the Council shall include members of public agencies, private agencies and businesses, school staff, managers, students and parents of the students and representatives from the community-at-large who are concerned with youth. These members may include:

a. Members of public agencies providing services in:

Law Enforcement	Education
Health	Social Services
Employment	Mental Wellness

b. Representatives from civic organizations and local businesses.
c. Adults and/or youth from the community-at-large.
d. School-site management and instructors.
e. Parent/guardian and student representation from the School.
f. Other individuals or organization representatives who possess skills, interests or resources, which will aid the Council in fulfilling its purpose.

Section 2. There shall be a minimum of nine members on the Council.

Section 3. All members serving on the Council shall be confirmed by the Board of Directors of the Fresno Economic Opportunities Commission.

Section 4. Any member with two consecutive unexcused absences shall be contacted by the Council Chairperson to determine if there is cause for his/her replacement. An excused absence requires advance notification to SOUL staff or Council Chairperson of the inability to attend a regularly scheduled monthly meeting.

ARTICLE V. MEETINGS

Section 1. Regular meetings of the Council shall be at a time and place designated by the Chairperson. Meeting dates, times, and agendas will be posted on the school bulletin board and the school website.

Section 2. The Council shall meet monthly, September through May, unless there are reasons that would preclude having a meeting during these months. All changes to regularly scheduled meetings must be approved by the Council.

Section 3. The Chairperson or a majority of the membership present during a regular meeting shall have the authority to call a special meeting.

Section 4. Fifty-one percent (51%) of the membership shall constitute a quorum at all meetings.

ARTICLE VI. OFFICERS

Section 1. Only members of the Council shall be eligible to hold office on the Council.

Section 2. A nominating committee, selected in April, shall submit a slate of candidate(s) for each office to the Council. Nominations may also be submitted by the membership at the time of election. If there are no new nominations, election of new officers may be waived by majority vote, provided that existing officers agree to continue to hold office.

Section 3. Officers shall be elected by a majority vote of the Council members at the Council Meeting in May of each year.

Section 4. All elected officers shall take office in September and shall remain in office for the following 12 months, unless otherwise stipulated by the Council.

Section 5. Officers may be removed by the following process:

1. Any member of the Council may make a motion for a special meeting to consider the removal of an officer. Such a motion shall include a statement of reasons for removal from office.

2. If the motion is seconded and approved by the majority of members present, a special meeting shall be scheduled to consider the removal of the officer.

3. The officer that is being considered for removal shall receive written notification of the special meeting and reason for removal. This written notice shall be delivered in person or registered mail no less than 14 days prior to the special meeting.

4. Such officer shall be removed at the special meeting with an affirmative vote of two-thirds of the membership present at the special meeting.

5. An officer may give written notice to the Council to voluntarily vacate the office responsibility/position, in which case the removal need only be accepted at a regular meeting.

Section 6. Vacancies for officers may be filled at the next regular meeting by vote of the membership with nominations being submitted from the floor.

ARTICLE VII. DUTIES & RESPONSIBILITIES OF THE OFFICERS

The officers of the Council shall be the Chairperson, Vice-Chairperson, and Secretary.

Section 1. - Chairperson

The Chairperson shall designate the date, time, and place of all meetings and affairs of the Council, at which he/she shall preside. He/she shall also be authorized to appoint subcommittees to undertake special tasks.

Section 2. - Vice-Chairperson

The Vice-Chairperson at the request of the Chairperson or in the event of the Chairperson's absence shall perform any and all duties of the Chairperson.

Section 3. - Secretary

The Secretary shall be responsible for completing roll call at each meeting, and maintaining the current membership listing.

ARTICLE VIII. COMMITTEES

The Council shall have three standing committees consisting of Bylaws, Membership, Finance.

Section 1. The Council Chairperson shall appoint a minimum of two Council members on each of the three standing committees.

Section 2. The Council shall ratify all committee member appointments.

Section 3. The Council Chairperson may designate other special committees to undertake particular tasks (such as fundraising).

ARTICLE IX. DUTIES & RESPONSIBILITIES OF THE COMMITTEES

Section 1. - Bylaws

The Committee shall consist of at least two members of the Council. The Committee shall be responsible for reviewing, updating and modifying the Council Bylaws. Any revisions recommended by the Bylaws Committee shall be brought before the Council for approval at the May meeting.

Section 2. - Membership

The Committee shall be responsible for recruitment and review of membership as specified by Article IV. Section 1. This committee shall report to the Council at each October meeting. It may also report at any other meeting.

Section 3. - Finance

The Committee shall be responsible for reviewing the School Fiscal operations and making recommendations and presentations to the Council. This committee shall report to the Council at the May meeting and more often if necessary.

ARTICLE X. VOTING

Section 1. Only members, may vote and must be present at meetings to do so.

Section 2. A quorum is necessary to pass any motion. A motion passes with a simple majority vote.

Section 3. The Chairperson may only vote in event of a tie.

ARTICLE XI AMENDMENTS

The Council members may adopt amendments to these by-laws during any scheduled meeting, provided that the following criteria are met:

1. A quorum is established at that meeting; and
2. A three-day written or electronic notification of proposed changes is given prior to the scheduled meeting.

Approved May 6, 2025

Institute & BuyBack Days (non-student days)
October 17, 2025
March 13, 2026

2025-2026 School Calendar

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

Holidays

JULY 2025				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

AUGUST 2025				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18 School Begins	19	20	21	22
25	26	27	28	29

SEPTEMBER 2025				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

OCTOBER 2025				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

NOVEMBER 2025				
M	T	W	TH	F
				1
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

DECEMBER 2025				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17 Finals A Schedule	18 Finals B Schedule	19 Finals A Schedule
22	23	24	25	26
29	30	31		

JANUARY 2026				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

FEBRUARY 2026				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

MARCH 2026				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

APRIL 2026				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

MAY 2026				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22

JUNE 2026				
M	T	W	TH	F
1	2	3	4	5
8 Finals A Schedule	9 Finals B Schedule	10 Finals A Schedule	11 Finals B Schedule Last Day of School	12
15	16	17	18	19
22	23	24	25	26

VACATION & HOLIDAYS

Labor Day: September 1
Veterans' Day: November 11
Thanksgiving: November 24 – 28
Winter Break: December 22- January 9
M.L. King, Jr. Day: January 19
Lincoln's Birthday: February 9
Presidents' Day: February 16
Spring Break: March 30- April 6
Memorial Day: May 25
Juneteenth: June 19

LEASE AGREEMENT

(Short Form)

THIS LEASE is made effective the 1st day of July, 2025 between **Sanctuary and Support Services** (the "Landlord") and **School of Unlimited Learning** (the "Tenant"), subject to the terms and conditions herein.

IN CONSIDERATION of the mutual covenants contained herein, the Landlord and Tenant hereby agree as follows:

1. **Grant.** The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, a portion of the property municipally known as the Sanctuary Youth Center, located at **2336 Calaveras Street, Fresno, California and 1545 N Street, Fresno, CA (A.P.N. 46610213).** The leased portion includes office space and a reception area totaling **18,719 square feet** as detailed in Appendix A (the "Leased Premises"). This lease includes alterations and additions thereto and replacements thereof. Janitorial, Maintenance, and Utility costs are not included.

   The term of this lease (the "Term") shall commence on **July 1, 2025** (the "Commencement Date") and end on **June 30, 2026** (the "Termination Date"), subject to the terms and conditions herein.

2. **Rent.** The Tenant shall pay to the Landlord as rent for the Leased Premises the annual sum of **$140,790.00** (the "Minimum Rent"). This rent shall be paid in advance monthly installments of **$11,732.50** on the first day of each calendar month, commencing on the Commencement Date.

   All other amounts payable by the Tenant to the Landlord under this Lease shall be deemed "Additional Rent." All amounts payable by the Tenant shall be recoverable as Rent, and the Landlord shall have all rights against the Tenant for default in such payments as in the case of arrears of rent.

3. **Use of Premises.** The Tenant shall use the Leased Premises only for the business of providing educational services and any and all uses ancillary thereto. The Tenant agrees not to commit, suffer, or permit any waste or nuisance on the premises. The Tenant

further agrees to comply with all federal, state, and local laws, ordinances, or governmental regulations applicable to the Tenant's use of the premises.

4. **Landlord's Covenants.** The Landlord covenants with the Tenant:

    a. To provide the Tenant with quiet enjoyment of the Leased Premises, without any interruption from the Landlord, so long as the Tenant is not in default of its obligations under this Lease.

5. **Tenant's Covenants.** The Tenant covenants with the Landlord:

    a. To pay all Rent when due.

    b. To observe and perform all covenants and obligations of the Tenant herein.

    c. To maintain the Leased Premises and all improvements therein in good order and condition.

6. **Insurance and Liability.** The Landlord and Tenant acknowledge they are both programs of Fresno EOC and are covered by the same corporate insurance policies. The parties agree that any claims, damages, or liabilities arising from this Lease shall be handled internally in accordance with Fresno EOC's corporate risk management and insurance policies.

7. **No Assignment by Tenant.** The Tenant shall not assign, sublet, pledge, or transfer this Lease or any interest therein, nor part with possession of any part of the Leased Premises, without the Landlord's prior written consent, which consent shall not be unreasonably withheld.

8. **Surrender.** Upon the expiration or other termination of the Term, the Tenant shall immediately surrender possession of the Leased Premises and all leasehold improvements in substantially the condition in which the Tenant is required to maintain them, excepting only reasonable wear and tear.

9. **Severability.** If any provision of this Lease is illegal or unenforceable, it shall be considered separate and severable from the remaining provisions, which shall remain in force and be binding.

10. **Successors and Assigns.** This Lease shall endure to the benefit of and be binding upon the successors and assigns of the Landlord and the heirs, executors, administrators, and permitted successors and assigns of the Tenant.

11. **Renewal.** The parties acknowledge that Tenant's continued operation is contingent upon its charter petition. Pending the successful renewal of School of Unlimited Learning's charter petition and charter term, this Lease will extend for the duration of the new charter term. Should the Tenant's charter petition not be renewed, or should it be revoked or terminated at any time, this Lease shall terminate on the Termination Date or the effective date of such non-renewal or revocation, whichever is sooner.

IN WITNESS WHEREOF the Landlord and the Tenant have executed this Lease as of the date first set forth above.

LANDLORD:

Misty Gattie-Blanco Sanctuary Director

Fresno EOC

Sign/Date: _____

TENANT:

Dion Varnado Chief Academic Officer / Principal

School of Unlimited Learning

Sign/Date: Dion Varnado, Ed.D. (Nov 7, 2025 13:01:25 PST)

Appendix A

Area	Unit Sqft	Total Sqft	%	Total Sqft	Rate ($0.95/sqft)
Second Floor		4583	100%	4583	$ 4,353.85
Staff Office	188				
Staff Office	620				
Guidance	107				
Independent Study	80				
Video Studio	186				
Front Office	274				
Principal	172				
PA	138				
Classroom #1	734				
Classroom #2	563				
Classroom #3	563				
Hallways	958				
1st Floor Offices/Hallways		1046	100%	1046	$ 993.70
Registrar	120				
Counseling	112				
S/P	101				
CM	130				
SOS	204				
Career Guidance	136				
Hallways	243				
Theater Offices		302	100%	302	$ 286.90
Office	120				
Office	182				
Front Hallway		170	100%	170	$ 161.50
Theater		2785	100%	2785	$ 2,645.75
Theater Balcony		420	100%	420	$ 399.00
Basement		245	100%	245	$ 232.75
Bathrooms/Hallways		708	100%	708	$ 672.60
Womens R/R	271				
Staff R/R	47				
Mens R/R	182				
Hallways	208				
Reception		433	100%	433	$ 411.35
Kitchen		362	100%	362	$ 343.90
Recreation		1296	100%	1296	$ 1,231.20
Conference Room		414	100%	414	$ -
N Street Building		5955	100%	5955	$ -
		Monthly Rate		**18719**	**$ 11,732.50**
		Annual Rate			**$ 140,790.00**

Fresno Unified School District

Fresno Unified School District
Request for Board Member Information

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the charter school, but also entrusted with the obligation to see that the public monies which are given to the charter school are legally and prudently spent.

Providing the requested information for each board member, will assist the authorizing District's Board in determining whether the petitioners are able to demonstrate that the charter school will be run in a financially, organizationally, and educationally sound manner.

Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☑ Yes ☐ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

In about 2002, my friend, Steve Powers, then principal if SOUL and whose wife had been my vice principal at a Clovis elementary school, asked if I would be interested in joining the advisory council at SOUL. I had just retired after 35 years in CUSD and needed something to do, so I said yes. I have been on the board since and am serving my third year as president of the board.

2. Explain why you wish to serve on the board.

I am still on the board because I am a firm believer in what the school is doing to help students get an education in a way that meets their needs: Individualized instruction, more convenient class hours, counseling, ,monitoring, etc. I have seen over the years an average of 40-50 students grade and go on to higher ed or careers that might not have been able to do so without the help they get at SOUL.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.

I had not served on a board prior to this. My experience of being a school principal for 18 years, and of teaching in the teacher preparation programs and masters programs of CSUF and FPU have given me many insights into the needs alternative educational pathways for high school students.

4. Describe your understanding of the appropriate role of a public charter school board member.

I feel a board member of a public charter school board member is to support the school and its staff to find meaningful avenues for students of need to get their high school diplomas. Often advice is given to add another viewpoint to what they are already doing.

5. Indicate the specific knowledge and expertise that you would bring to the board.

I have a M.A. and an Ed.D. in school administration plus years of teacher preparation experience at the local universities, FPU, CSUF, and National Universities. I am presently on the board of SJV. Town Hall Lecture Series. I did a 23-episode Public Television art education series in 2012-13. I have served on the state California Art Education Association for several years prior to Covid.

Authorization to release Information

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:

- Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.
- Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my candidacy on behalf of the above referenced Charter School.
- Is valid during my entire time as a board member for the above referenced Charter School.
- Is an indication of my knowledge and understanding that the information provided herein will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.

Signature: Terry W. Allen	
Name: Terry W. Allen	
Position on the Board: President/Chair	Date: 10/10/25

RESUME

Terrill (Terry) Wayne Allen
645 E. Champlain Drive #139
Fresno, CA 93730
E-mail: terryallen417@icloud.com
Cell : 559-287-9591

Educational Training

Ed. D. in School Management	University of LaVerne	1994
M.A. in School Administration	CSU, Fresno	1977
B. A. in French/Social Science	CSU, Fresno	1963

Post Retirement Positions and Responsibilities: 2000-2017

- Secretary, State CAEA Council (4 years) Fv cdcfx
- Producing and being featured in PBS's local KVPT art program of 13 episodes, "Art Is….", now on-line
- Arts Education Consultant to the Bonner Family Foundation and the Fresno Art Museum's ArtSmart professional development program (3 years)
- Member of Education Committee at the Fresno Art Museum of Fresno from 2005 to 2007
- Instructor at CSU, Fresno, in the Student Teaching Program and Cal State TEACH Program providing instruction/ professional development to teachers in the visual and performing arts standards from 2010 until 2015
- Member of the Governing Council of the School of Unlimited Learning charter school in Fresno County under EOC since 2003, serving on Charter Renewal Committee
- Member, Executive Board of CenterStage, Clovis Community Theatre from 2000 until 2015
- Instructor in the Teaching Fellows Grant at CSU Fresno for After-School Programs until 2015
- Admissions Officer Multiple Subjects Credentialing Program at Fresno Pacific University from 2012
- Member of San Joaquin Valley Town Hall board and Town Crier since 2023
- President of HOA board for Club Capri for two years to date

Administrative Experience

Elementary School Principal	Clovis Unified School District -- Liberty, Clovis Primary, Cole, and Temperance-Kutner Elementary Schools	1982-2000
Learning Director	CUSD-- Clark Intermediate School	1979-1982
District Resource Teacher	CUSD -- Blue Unit	1977-1979
Site Resource Teacher	CUSD -- Sierra Vista Elementary	1973-1979

Teaching Experience

Degree Completion program instructor: Intro to Teaching	Fresno Pacific University	2009-2011
CSU, Fresno	Instructor at CSU, Fresno, Administrative Credentialing program--Site-Based Leadership; Supervision of Instruction; Instructor, Visual and Performing Arts Curriculum and Instruction, Fieldwork supervisor	1995- 2010
National University	Curriculum and Instruction Instructor	1987-1996
Danforth Program, CSU, Fresno	Instructor in Clinical Supervision	1994
University of San Francisco	Leadership in School Management Instructor	1991
Classroom Teacher	Regular and summer school classes, all subjects in elementary school 1-8	1966-1975
Peace Corps Volunteer	English as a Second Language in Senegal, West Africa	1963-1965

Other Significant Roles/Responsibilities

Presenter	California Art Education Association Conference	2006, 2010-2012
Presenter	Teacher workshop in visual arts for K-6 Sanger Unified teachers	2006
Coordinator	California Arts Initiative for Fresno County as a volunteer	2006-07
Representative	Arts Lead to the State Department of Education representing the Fresno County Office of Education, volunteer position	2000-06

Mentor	Keeping Score, a SF Symphony project in Fresno County, volunteer position	2005-07
Writer/administrator	ArtsWork Grant for Fresno Co. Office of Education 2002-04—TCAP Trainers used	2002-04
Consultant	Central Unified School District K-8 ArtsWork Grant--professional development to K-8 teachers in the visual arts standards and social studies standards 2002-04	2000-03
Consultant	Tuolumne County Office Education-- "Artists in Residence" trainer	1999
California Art Education Association	Presenter at conferences in Sacramento, Bakersfield, Fresno, San Jose, Riverside	1989-2012
Board of Directors, CenterStage: Clovis Community Theater	Past President, Secretary	1999-2015
African Exhibit and Conference at Fresno Metropolitan Museum	Steering committee and presenter	1996
Fresno Co. Office of Education	Arts Lead representative to California Department of Education	1999-2008
Discipline-Based Art Education Institute	Coordinator/Presenter at Academy of Art in Honolulu, HI,	1989 and 1991
	Coordinator/Presenter at CSU Fresno DBAE/Getty Institute	1989-2004
Clinical Supervision	Clovis Unified School District trainer of administrators	1991-1997
Program Quality Review	Lead Reviewer	1986

Honors/Awards

Certificated Management Employee of the Year	Clovis Unified School District	1996
Brick on the Educators' Wall of Fame at CSU Fresno	Presented by the Bonner Family Foundation	2002
Arts Administrator of the Year for the State of CA	California Art Educators Association	2004
Noted Alumni Award for contributions to field of education	Kremen School of Education and Human Development, CSU Fresno	2004
Horizon Ordorfer Award as Outstanding Arts Educator	Fresno Arts Council	2006
		2007-08

Writer, recipient, and teacher of national ADK art-in-the-classroom grant at Manchester GATE Elementary School		
Mentor of the year	Fresno Pacific University	2014
Retirement from the public school system		2000
The Foundation at FCOE Award For contribution to Arts Education		2019

Specialized Training Skills

Clinical Supervision	Extensive training in Instructional Theory into Practice (Madeline Hunter) at Seattle Pacific University
Fluent in French language	
Categorical Programs	Proposal and budget preparation, selection and purchase of project materials, selection and training of project personnel at the site level, and supervision of all the preceding from the district level
Professional Development	Organizing professional development programs based on needs assessments, conducting professional development sessions for elementary and secondary teachers as well as for fellow administrators, and demonstration teaching.
Curriculum Development	Participation in the establishment of grade-level objectives and desired exit skills, the development of criterion reference tests, alignment of curriculum materials to curricular standards
Group Facilitation	Three years of training and practice in facilitation of groups through problem-solving, decision-making, and reaching consensus
Discipline-Based Art Education	Thirty years of training and teaching in the visual arts with the following components: art history, art criticism, art production, and aesthetics; helping to organize, budget, and conduct annual two-week institutes in

cooperation with the Getty Museum for the training of teachers in the DBAE concept

Credentials/Certificates Held
General Administration
General Elementary
General Secondary
Standard Elementary
Standard Secondary

Fresno Unified School District

Fresno Unified School District
Request for Board Member Information

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Providing the requested information for each board member, will assist the authorizing District's Board in determining whether the petitioners are able to demonstrate that the charter school will be run in a financially, organizationally, and educationally sound manner.

Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☑ Yes ☐ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

I was informed of this Board Member oppurtunity by Dr Dion Varnardo.

2. Explain why you wish to serve on the board.

As a Police Community Relations Officer I feel it is important for me to be involved in different facets of the community to include education, as much of my time is spent in the schools creating positive relationships between police and the children in our community.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.

I currently serve as the board secretary for the Fresno Police Activities League.

4. Describe your understanding of the appropriate role of a public charter school board member.

As a public charter school board member roles include but are not limited to advocacy of the school, making sure mission and visions of the school are aligned,ensuring student sucess, and enduring finances of the school are used in responsible ways to best meet the needs of the students and teachers.

5. Indicate the specific knowledge and expertise that you would bring to the board.

My knowledge includes but not limited to Community Policing, School student and site safety, drug awareness, internet safety, personnel self defense,Bully prevention, athletics coaching, mentoring.

Authorization to release Information

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Signature: Lindsay Dozier	
Name: Lindsay Dozier	
Position on the Board: Member	Date: 10/27/2025

LINDSAY DOZIER

Fresno Police Department, Officer
2323 Mariposa Street Fresno, Ca 93721
Lindsay.dozier@fresno.gov

EXPERIENCE

1992-1994

BOOKKEEPING ASSITANT, DADDATOS DEPENDABLE BOOKKEEPING

DUTIES WERE SIMPLE BUSINESS BOOKKEEPING TASKS AS NEEDED.

1995-1998

KARATE INSTRUCTOR, YOUNG OLYMPIANS INC

TEACHING 5-12 YEAR OLDS SELF DEFENSE

FRESNO POLICE DEPARTMENT

4/5/1999 – 7/2017

PATROL OFFICER, FRESNO POLICE DEPARTMENT

I worked mostly midnight patrol from 2100 hrs-0700 hrs. in multiple policing districts in the city of Fresno, to include Northeast, Southwest, and Central.
Duties included but not limited to responding to 911 calls, responding to non-emergency calls, proactive patrol, and engaging the community in various positive ways.

2005 – 2017

FTO, FRESNO POLICE DEPARTMENT

Duties were but not limited to training new Recruits, Laterals, Volunteers, CSOs, and Reserve Officers in the field, while simultaneously responding to calls for service.

2017-2020

STUDENT NEIGHBORHOOD RESOURCE OFFICER, Fresno Police Department

Duties were but not limited to engaging with the students to build positive student-police community relations, keeping the campus and surrounding neighborhood safe, teaching active shooter response to students.

2020-2021

RECRUITING OFFICER, Fresno Police Department

Duties were but not limited to Recruiting a diverse and qualified police force. Physically and academically preparing cadets to go to the police academy.

2021-Current

POLICE COMMUNITY RELATIONS OFFICER, Fresno Police Department

Duties are but are not limited to finding creative ways to engage with the community, and teaching fellow members how they can engage their communities as well to develop positive police community relationships in our city.

EDUCATION

FUSD Schools:
Norseman Elementary School-1981-1989)
Scandinavian Middle School(1989-1991)
McLane High School (1991-1994)
Fresno City College (1994-1998)

COLLEGE:

Fresno City College Police Academy
Basic Police Academy
Post Certificate
12/1998

PROGRAMS/EVENTS I CREATED OR ARE A PART OF

- Fresno Police Activities League Board Member, Secretary
- Created 10k with a Cop Fresno Chapter, Founder, Head Coach
- PAL Lady Boxing, Founder, Head Coach
- Blue PALS Pen Pal Program, Founder
- Baker to Vegas Relay, Co-Captain
- Fresno Police Department Explorer Post 911, Lead Advisor
- Fresno County Office of Education PIVOT Program, Co-Founder
- Fresno Unified School District First Responder Camps, Co-Founder
- Police Unity Tour, Rider
- Washington Union High School Law and Justice Law Pathway, Board Member, Advisor

Fresno Unified School District

Fresno Unified School District
Request for Board Member Information
A separate fillable digital form will be provided.

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Providing the requested information for each board member will assist the District's Board in determining whether the petitioners are able to demonstrate that the charter school will be run in a financially, organizationally, and educationally sound manner and is consistent with the requirements of Education Code § 47605(h).

Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☒ Yes ☐ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.
2. Explain why you wish to serve on the board.
3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.
4. Describe your understanding of the appropriate role of a public charter school board member.
5. Indicate the specific knowledge and expertise that you would bring to the board.

Authorization to release Information

My signature affirms that all information on this form is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:

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- Is valid during my entire time as a board member for the above referenced Charter School.
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Signature:	
Name: RENA FAILLA	
Position on the Board: member/staff rep.	Date: 10/3/25

Background responses of Rena Failla

1) I became aware of the charter school in the year 2000 when I applied for employment with Fresno EOC School of Unlimited Learning. I was asked to sit on the Governing Council board upon employment.

2) I wish to sit on the board so that I can collaborate with other board members to provide the best possible education and service to our students.
3) This is the only board I have served on.

4) The role of a public charter school board member is to gain a solid understanding of the population that it serves, the needs of the students and communities and to hold the school to its highest standards.

5) As a long-time staff of the school, along with my education in social work, my professional license and my experience working with adolescents in the school setting, I am able to address the academic, social/emotional and developmental needs of SOUL's students.

Rena Failla, LCSW, PPS

Fresno, CA 93721 559-500-0961 rena.failla@fresnoeoc.org

PROFESSIONAL SUMMARY

Committed to student advocacy and multicultural competence, fostering personal growth and academic success in diverse populations. Experienced with student counseling, focusing on academic and emotional development. Utilizes strong interpersonal skills to build trust and rapport with students. Track record of successful implementation of guidance programs that address individual student needs.

SKILLS

- Multicultural competence
- Behavioral assessment
- Academic advising
- Individual counseling
- Student advocacy
- Youth and adolescent development

WORK HISTORY

GUIDANCE COUNSELOR COORDINATOR *10/2000 to CURRENT*

Fresno EOC SOUL | Fresno, CA

- Develop individualized academic and graduation plans for students to promote personal growth. Oversee the High School Enrichment program for students taking college courses while still in high school.
- Collaborate with teachers and parents to address student needs and improve educational outcomes. Collaborate with Fresno Unified to help manage special education needs and develop 504 plans for eligible students.
- Conduct assessments to identify student strengths, weaknesses, and areas needing support. Coordinate and administer state-wide testing.
- Implement crisis intervention strategies to assist students facing emotional or mental health challenges.
- Supervise social work students in field placement to teach best practices for effective counseling techniques and student engagement.
- Manage multiple data sites to ensure SOUL maintains accurate data for analyzing, reporting and for continuous program improvement.

STUDENT ASSISTANCE PROGRAM COUNSELOR *08/1995 to 10/2000*

Comprehensive Youth Services | Fresno, CA

- Developed and implemented individualized program plans for diverse client needs.
- Collaborated with multidisciplinary teams to enhance service delivery and client outcomes.
- Conducted assessments to identify client strengths, challenges, and goals effectively.
- Provided crisis intervention services, resulting in timely assistance and support for clients in need.

- Improved client outcomes by consistently monitoring progress and adjusting interventions as needed.

GROUP HOME COUNSELOR *06/1993 to 08/1995*

Bella Vida Group Home | Fresno, CA

- Supervised daily activities, ensuring compliance with safety and behavioral protocols.
- Developed personalized care plans to address individual needs and promote emotional well-being.
- Facilitated group therapy sessions, encouraging open communication and peer support among residents.
- Coordinated with multidisciplinary teams to enhance resident care and service delivery.
- Supported residents in coping with emotions and fears through one-on-one sessions.

ADMINISTRATIVE ASSISTANT *07/1986 to 06/1990*

Allstate Insurance | Fresno, CA

- Managed daily office operations, ensuring seamless workflow and communication among team members.
- Coordinated schedules, meetings, and travel arrangements to optimize time management for executives.
- Developed and maintained filing systems, enhancing organization and accessibility of documents.
- Assisted in preparation of reports and presentations, ensuring accuracy and timely distribution.

EDUCATION

Pupil Personnel Services (PPS) Credential | School Counseling *06/2000*
Fresno Pacific University, Fresno, CA

Master of Arts | Social Work *05/1993*
CA State University, Fresno, Fresno, CA

Bachelor of Arts | Social Work *05/1990*
CA State University, Fresno, Fresno CA

CERTIFICATIONS

LCSW - Licensed Clinical Social Worker
LCSW19962 09/2000-present

Fresno Unified School District

Fresno Unified School District
Request for Board Member Information

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Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☑ Yes ☐ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

Shortly after I retired from Professional Football, Fresno EOC veteran Luciana Ventresca suggested that I apply at what was then known as Project Pride for part-time work as I transitioned into my second career. Project Pride later became SOUL.

2. Explain why you wish to serve on the board.

There is no better way to contribute to the positive work being done at SOUL than to be hands on in some of the foundational decisions that are debated on, and eventually adopted via the Governing Council Board.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.

I have never served on a board previously. However, I have worked in 9-12 education for over 20 years.

4. Describe your understanding of the appropriate role of a public charter school board member.

To provide for and ensure a healthy and productive atmosphere on campus, most conducive to the learning environment.

5. Indicate the specific knowledge and expertise that you would bring to the board.

I bring over 20 years of experience in public education.

Authorization to release Information

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:

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Signature: Courtney Griffin	
Name: Courtney Griffin	
Position on the Board: Staff Member	Date: 10/24/25

Courtney Griffin
2336 Calaveras St.
Fresno, CA
559-500-1352
courtney.griffin@fresnoeoc.org

Education

Fresno State University, B.A. in Journalism Advertising, Minor in General Business (12/1990)
National University, M.A. in Educational Counseling (04/2004)
National University, Pupil Personnel Services Credential (09/2003)

Academic Honors

Perineal Dean's List Honors Recipient
Journalism Department's Advertising Copy Writing Award (1990)
Director's Academic Award, Fresno State University (1990)
Big West Conference Scholar Athlete (1990)
Fresno State University Scholar - Athlete of the Year (1990)

Education Experience

2004-Present Guidance Dean SOUL Charter High School
2000-2004 Student Services Coordinator SOUL Charter High School
1998-2000 Case Manager SOUL Charter High School

Pro-Athletic Experience

1995-1998 Canadian Football League, Defensive Back
1992-1994 National Football League, Defensive Back

Other Work Experience

Editor-In-Chief and Writer, The Rival Report, Metro Fresno/Clovis Area Sports Newspaper 02/05—05/06
Director, Minority Male Youth Leadership Program, The Sanctuary, Fresno, Ca. 12/94—6/95
Creative Director/National Student's Ad Competition, CSU Fresno Ad Dept/Hearst Corp 02/90—04/90
Ad Sales Representative, Insight Newspaper, California State University, Fresno, CA 02/89—05/89

Special Skills Interest

"Real Men Read" NFLPA Former Players, Northern California Chapter-Partnership with the YES Foundation
Elite Defensive Back Skills Training, K-12, Collegiate, Professional
Perineal Battle of the Backyards/Gold Star Performer (credentials/photos available upon request)

References

Letters of recommendation available upon request

Fresno Unified School District

Fresno Unified School District
Request for Board Member Information

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Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☑ Yes ☐ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

I am employed by the charter school and the Principal offered the invitation to sit on the board.

2. Explain why you wish to serve on the board.

As a school employee, I already help shape school culture and operations. On the council, you can influence district-wide decisions—from curriculum development to budget priorities—ensuring they align with what truly benefits students and educators.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.

I have not served on a school board or board for a not-for-profit corporation.

4. Describe your understanding of the appropriate role of a public charter school board member.

Charter school board members play a vital role in ensuring the success and accountaablity of the school. Here's a breakdown of the key roles and responsibilities of a charter school board member: Financial Oversight, Academic Oversight, Planning, Policy Review and Collaboration with School Leader.

5. Indicate the specific knowledge and expertise that you would bring to the board.

I bring firsthand experience in school administration, curriculum planning, and student support systems. I understand how policies affect day-to-day operations and student outcomes.

Authorization to release Information

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:

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Signature: S. Lomelino	
Name: Sandy Lomelino	
Position on the Board: Member	Date: 10/14/2025

SANDY LOMELINO

PROFESSIONAL SUMMARY:

Highly organized and effective at determining course plans, selecting curriculum and managing program implementation Offering 26 years of experience in the field.

SKILLS:

- Classroom Management Techniques
- Learning Modalities
- Lesson Preparation
- Test Administration
- Building Relationships
- Administrative Updates
- Collaborative Environments
- Course Development
- Classroom Teaching
- Curriculum Planning and Implementation

CREDENTIALS:

- Administrative Services Credential
- Single Subject Clear Physical Education
- Teaching Credential

EDUCATION:

- ***Master of Arts: Educational Administration***
  - San Diego State University
  - San Diego, CA | 08/2023
- ***Bachelor of Science: Physical Education***
  - California State University - Fresno
  - Fresno, CA | 05/1996
- ***Associate of Arts***
  - *College of The Sequoias*
  - Visalia, CA | 06/1991

WORK HISTORY:

School of Unlimited Learning – Vice Principal | Fresno, CA | 08/2024 – Currently

- Support the Principal in preparing required compliance reports, including the LCAP and renewal documentation.
- Review and interpret charter, district, and state policies to develop and implement programs that comply with all relevant regulations and codes.
- Create school improvement plans, using student performance data such as CASPP and NWEA.
- Develop and implement strategies to create a positive and safe school environment.
- Provide guidance and support to teachers and staff, fostering a collaborative school culture.

School of Unlimited Learning - Coordinator of Curriculum and Instruction | Fresno, CA | 08/2021 – 08/2024

- Leadership role creating change for the betterment of the school with an emphasis on curriculum and instruction for both the seated and independent study program.
- Contact vendors to assess available curricula and related materials.
- Target diverse learning modalities in development of new course content and training programs.
- Collaborate with administrators in the 2023 WASC reaffirmation process and successfully secured reaccreditation valid for six-years.

School of Unlimited Learning - Physical Education Teacher Fresno, CA •| 08/2000 – 08/2024

- Assess submitted class assignments, determined grades, and reviewed work with struggling students to boost success chance.
- Assess and evaluate student performance through use of
- standardized testing.
- Create and maintain safe classrooms for an environment conducive to learning for all students.

School of Unlimited Learning - Lead Teacher Fresno, CA • 08/2015 - 08/2021

- Leadership role that observed and recorded teacher methods to suggest improvements and increase student interest.
- Oversaw work of teaching team to optimize student education.
- Maintained detailed records of attendance, test scores and assignment grades for each student to identify trends and rectify issues.

Fresno Unified School District

Fresno Unified School District
Request for Board Member Information
A separate fillable digital form will be provided.

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the charter school, but also entrusted with the obligation to see that the public monies that are given to the charter school are legally and prudently spent.

Providing the requested information for each board member will assist the District's Board in determining whether the petitioners are able to demonstrate that the charter school will be run in a financially, organizationally, and educationally sound manner and is consistent with the requirements of Education Code § 47605(h).

Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☒ Yes ☐ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.
2. Explain why you wish to serve on the board.
3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.
4. Describe your understanding of the appropriate role of a public charter school board member.
5. Indicate the specific knowledge and expertise that you would bring to the board.

Authorization to release Information

My signature affirms that all information on this form is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:

- Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.
- Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my qualifications on behalf of the above referenced Charter School.
- Is valid during my entire time as a board member for the above referenced Charter School.
- Is an indication of my knowledge and understanding that the information provided herein will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.

Signature:	
Name:	
Position on the Board:	Date: 10-14-25

Fresno, Unified School District Board Member
information

For Lucy Luttrell

1) Past Member For Webster Elementry For Daughter.
From 4th grade to 6th grade told one of The
teachers at Soul who Needed a parent member
who invited me to join, who was principal at
time.

2) To Help with my daughters school and be There
for The school as a member of the board

3) Yes, Webster Elementary, Loved it
was There for 3 years Helping.
finding a principal, Helping with Budget,
and learning about up Coming events
also have been Helping as a member for
Governing Counsel. at Soul. for two years

4) Serving as a member allows me to Know
where the funds For The School goes and
what is needed to improve The school and
Help the students.

5) Knowing the needs of the school
providing my Attention to other parents
to get involved, Helping to Know what
is good for the students to stay in
School. just Volunteering to Help Where I
Can. is good.

Lucy Luttrell

Care Provider

559.776.4385 | sandrashouse@gmail.com | Fresno, CA

Objective

Detail-oriented and supportive care provider with strong organizational skills and a commitment to helping clients maintain stability and comfort in their daily lives. Known for providing dependable assistance, clear communication, and structured support tailored to each individual needs.

Education

Marshville High School

Coos Bay, Oregon
Junior Year

Skills

Inventory Management
Advertising
Teamwork
Time Management
Communication
Problem-solving
Compassionate client support
Customer Service

Experience

IHSS Fresno County
Provided compassionate and organized care for over 250 clients, ensuring their physical, emotional, and daily living needs were met with consistency and respect. Maintained detailed records, coordinated schedules, and supported everyone with personalized attention.

Lucy's Vintage Treasures
Owned and operated an antique store business, overseeing sales, inventory management, and customer relations. Developed strong organizational, marketing, and negotiation skills while maintaining a curated collection of unique vintage items.

August 1990 - Present

IHSS Fresno County
Care Provider

March 2000 - March 2006

Lucy's Vintage Treasures
Business Owner

Volunteer

Webster Elementary: Assisted in organizing a Christmas Program by reading *The Cat in the Hat* to children and helping set up R.O.U.R., a fun reward day for well-behaved students. This contributed to creating an engaging, positive environment for children during holiday activities.

Fresno Unified School District

Fresno Unified School District
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Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☑ Yes ☐ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.
2. Explain why you wish to serve on the board.
3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.
4. Describe your understanding of the appropriate role of a public charter school board member.
5. Indicate the specific knowledge and expertise that you would bring to the board.

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Signature: Bruce McAlister	
Name: Bruce McAlister	
Position on the Board: Board Member	Date: 10/13/2025

1. Indicate how you became aware of charter school. And the opportunity to serve as a member of its board. Including who invited you to sit on the board?

I have served on the Board of Commissioners for EOC over the last several years. I have been serving as a representative of the West Fresno Faith Based Organization.. My environment. On the board came about as a result of the EOC. Administration. There was a general feeling that it was important to be more connected. To the faith community. I've had the opportunity to serve on several different programs and I decided But I would like to try being involved with the SOUL charter school.

2. Explain why you wish to serve on the board. I would like to serve on the board because education has always been a important part of my life. Did W Fresno faith based organization is committed to fostering quality education in our community. And having members involved in educational settings. . I was privileged to work for a charter school in the past. I was hired to provide counseling services to children at risk. Being on the board of SOUL gives me an opportunity to give input into the structure of the SOUL Charter school..

3. Please Indicate if you have previously served on the board of a school district or not. For nonprofit corporation. Including the board of a non public school. And describe any relevant experiences. I served on the. Bored. Of the West Fresno Christian Academy for a number of years..
My primary experience as of late., has been with SOUL.

4. Describe your understanding of the appropriate role of a public charter school board member.
It is my understanding that part of the role of a school board member Is to advise the Principal and staff regarding the day to day operations of the

school. It is important to be aware of the quality of educational services that are being rendered to students and their parents. As a board member, I may be called upon to assist with fundraising that will generate additional revenue for the school and for activities related to the student body..

5. Indicate the specific knowledge and expertise you would bring to the board. Parrot.

Currently. I am engaged in part time work California State University. Fresno. A important part of our job is to be involved In community outreach. And participate in activities. That will further the education of young people in Fresno. Being a faith leader. I am constantly. Involved. And encouraging young people. Towards higher education, Hopefully I can be of a resource to some degree, in terms of encouraging young people to continue pursue their educational dreams.

Dr. Bruce McAlister, Superintendent

Servant Leader | Christian Educator | Licensed Clinical Social Worker

559-259-5449 brucemcalister25@gmail.com 449 E. Lester Ave, Fresno, CA 93720

Profile

A passionate and visionary servant of God with over four decades of faithful ministry experience in the Church of God in Christ. Committed to spiritual excellence, servant leadership, and Kingdom advancement through discipleship, education, and community outreach. A proven leader with pastoral integrity, administrative excellence, and apostolic vision, called to shepherd and strengthen the next generation of leaders.

Ministerial & Vocational Experience

PASTOR - SAINTS COMMUNITY CHURCH OF GOD IN CHRIST

FRESNO, CA | 1994 - PRESENT

Founded and grew a thriving ministry dedicated to holistic outreach, spiritual development, and family empowerment. Led major church expansions and renovations, including the construction of a new sanctuary. Mentored over 15 ministers and launched several auxiliary ministries including Men's Fellowship, Youth Impact, and Women of Grace.

CLINICAL THERAPIST - CALIFORNIA STATE UNIVERSITY FRESNO

FRESNO, CA | 1988 - PRESENT

Provided individual and group counseling to a diverse student population, addressing mental health challenges including anxiety, depression, academic stress, and life transitions. Conducted assessments, developed treatment plans, and collaborated with campus departments to support student wellness. Maintained confidential records and contributed to outreach and prevention efforts promoting mental health awareness on campus.

CHRISTIAN COUNSELING INSTRUCTOR - ECCLESIA UNIVERSITY OF DIVINITY

FRESNO, CA | 2015 - 2018

Taught graduate-level courses in Christian counseling, integrating biblical principles with evidence-based therapeutic practices. Mentored and equipped future counselors with spiritual insight, clinical tools, and ethical frameworks for faith-based mental health care.

Developed course materials, led engaging lectures, and facilitated discussions on topics such as pastoral counseling, crisis intervention, and spiritual formation.

LICENSED CLINICAL SOCIAL WORKER, FRESNO COUNTY DEPARTMENT OF MENTAL HEALTH

FRESNO, CA | 1974 - 1988

Provided comprehensive mental health services to diverse populations, including assessments, diagnosis, and evidence-based treatment for individuals and families. Collaborated with multidisciplinary teams to coordinate care, crisis intervention, and case management. Advocated for client needs within community systems while upholding ethical and culturally competent practices in all service delivery.

IBM CORPORATION. FRESNO, CA | 1971-1973

Education

Fresno City College, Fresno, CA - Associates of Arts, 1970

California State University Fresno, Fresno , CA - Bachelors of Arts, Social Welfare - 1972

California State University Fresno, Fresno , CA - Masters Clinical Social Work - 1973

Ecclesia University of Divinity, Fresno, CA - P.h.D Pastoral Clinical Christian Counseling - 2013

Community Involvement

THROUGHOUT THE YEARS, I HAVE ACTIVELY SERVED ON NUMEROUS COMMUNITY BOARDS, INCLUDING:

American Cancer Society

Mental Health Association

Juvenile Justice Commission

Evangelicals for Social Action

Ministerial Alliance

Trustee for VOICE and the California High-Speed Rail Project

I CURRENTLY SERVE ON THE FOLLOWING:

West Fresno Ministerial Alliance

Evangelicals for Social Action (ESA)

Commissioner for Fresno County Economic Opportunity Commission

West Fresno Faith-Based Organization

Dr. Martin Luther King Unity Committee

Ralpha Christian Counseling Board

Professional Affiliations & Credentials

Licensed Clinical Social Worker (LCSW)

Licensed Professional Clinical Counselor

Member, National Association of Social Workers

Member, National Association of Christian Counselors

Member, National Association of Black Social Workers

Member, California Association of Black Social Workers

Member, NAACP

Honors & Recognition

Inducted into the African American Trailblazer Museum of the San Joaquin Valley

Honored in 2023 by the Central Valley Musical Arts Coalition as Pastor and Superintendent of the Year

Ministry and Leadership Journey

During the early years of my Christian walk, I served faithfully in the local church as YPWW President and Sunday School teacher. Later, I was honored to serve as the District YPWW President for the Morning Star of the Valley District. Following that, I was appointed Area Sunday School Superintendent for the California Northwest Jurisdiction.

In 1976, I was ordained in the California Northwest Jurisdiction under the leadership of the late Bishop S.R. Martin. From 1978 to 1991, I served as Assistant Pastor to the late Superintendent John Chatman at Hull Avenue Church of God in Christ in Madera, CA. I was later appointed Elder in Charge at Hull Avenue COGIC from 1992 to 1993.

In 1984, I was appointed State Sunday School Superintendent for the California Northwest Jurisdiction under the leadership of the late Bishop W.W. Hamilton, a role I held until 2000. During that time, I was active in the International Sunday School Department under Bishop J.W. Macklin and contributed to the AIM Convention and Leadership Conferences.

In March 1994, I founded Saints Community Church of God in Christ, where I continue to serve as Pastor.

From 1987 to 2000, I was appointed AIM Chairman for the California Northwest Jurisdiction. In 2000, with the formation of the Nor Cal Metropolitan Jurisdiction under Bishop Jerry Wayne Macklin, I was appointed Dean of the Leadership Forum in Christian Education—a position I held through 2024.

In 2001, I was appointed Assistant Superintendent of the Fresno Metropolitan District by the late Superintendent Jeff Wheeler. In August 2005, I was honored to be appointed Administrative Assistant to Bishop Jerry Wayne Macklin, now First Assistant Presiding Bishop of the Church of God in Christ, a role in which I currently serve. I also continue to serve on the Ordination Board for the Nor Cal Metropolitan Ecclesiastical Jurisdiction.

In 2007, I was appointed Superintendent of the Fresno Metropolitan District, a position I hold to this day.

Fresno Unified School District

Fresno Unified School District
Request for Board Member Information

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Providing the requested information for each board member, will assist the authorizing District's Board in determining whether the petitioners are able to demonstrate that the charter school will be run in a financially, organizationally, and educationally sound manner.

Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☑ Yes ☐ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

Became aware as an elected member of the Fresno EOC Board of Commissioners and was invited by the Commission Chair.

2. Explain why you wish to serve on the board.

With an undergraduate degree in Youth Development, my first professional passion has been designing and building systems that support young people.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.

This is my first time on a school board. I currently sit on the board of the Sierra Health Foundation, The Center at Sierra Health, The Community Economic Mobility Investment Fund, and SHF Properties. I have previously served on the board of HandsOn Central California.

4. Describe your understanding of the appropriate role of a public charter school board member.

As a public charter school board member, I would be committed to ensuring the school's success through effective governance and oversight. My responsibilities include setting the school's vision, hiring and evaluating the school leader, and maintaining financial accountability and legal compliance. I act as a fiduciary, upholding the public trust by approving the budget, overseeing finances, and ensuring the school operates in alignment with its charter and mission. Additionally, I advocate for the school within the community and contribute to setting strategic goals for its growth and sustainability.

5. Indicate the specific knowledge and expertise that you would bring to the board.

I bring knowledge and expertise in board governance and administration, government affairs, budgeting and finance, Human Resources and performance management, strategic planning, policy development, training facilitation, and positive youth development programs.

Authorization to release Information

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Signature: Debra McKenzie	
Name: Debra D. McKenzie	
Position on the Board: Member	Date: 10-14-2025

Debra McKenzie

559-936-7316 debbeem@live.com LinkedIn

Results-driven administrative professional with 15+ years of experience in local government and nonprofit management, specializing in **federally funded program oversight, transit operations, and grant compliance**. Skilled in managing multi-million-dollar budgets, ensuring adherence to **FTA regulations, Uniform Guidance (2 CFR 200), and DBE program requirements**, and leading procurement processes from solicitation through contract execution. Proven ability to conduct audits and reporting with zero findings, streamline operations, and foster partnerships across city, regional, and federal stakeholders. Adept at translating complex regulatory requirements into practical policies that strengthen accountability and advance community transportation services.

- **Grant & Compliance Oversight:** Expertise in administering federal and state transit grants, including FTA-mandated reporting, performance audits, and risk assessments.
- **Financial Management & Procurement:** Skilled in budget development, fiscal monitoring, and contract administration to ensure compliance with procurement and DBE requirements.
  Transit Program Administration: Experienced in planning, evaluating, and managing public transportation services, including asset inventory, safety reporting, and strategic program development.
- **Stakeholder & Regulatory Liaison:** Strong communicator with success representing agencies before federal and state regulators, city councils, and community partners.
- **Leadership & Team Development:** Track record of supervising diverse teams, building organizational capacity, and delivering results under dynamic conditions.

Career Experience

Central California Legal Services | Fresno, CA
Director of Administration | Aug 2019 – Present

- **Grants & Financial Oversight:** Administer multi-million-dollar budgets and oversee fiscal services, ensuring compliance with federal Uniform Guidance (2 CFR 200), state funding requirements, and grantor regulations. Direct preparation of financial reports, audits, and budget analyses for executive leadership and governing boards.
- **Regulatory & Policy Compliance:** Ensure organizational compliance with state and federal laws, collective bargaining agreements, and funder mandates. Develop and monitor policies governing personnel, procurement, contracts, and operations, aligning practices with best standards in public and nonprofit administration.
- **Contract & Procurement Management:** Oversee procurement processes, vendor contracting, and policy compliance to meet federal and state funding requirements. Review contracts to ensure adherence to funder rules and performance accountability.
- **Program & Strategic Planning:** Lead organizational planning initiatives, including a 3-year diversity, equity, and inclusion strategic plan and agency-wide succession planning. Facilitate retreats and staff training to strengthen leadership capacity and operational resilience.
- **Facilities & Asset Management:** Oversee facilities operations across multiple sites, including asset inventory, utilization, and replacement planning. Implement modern asset management practices to maximize efficiency and ensure long-term sustainability.

- **Technology & Systems Oversight:** Partner with IT managers and external vendors to oversee technology systems, budgets, and data reporting to funders, ensuring compliance with grant-funded technology upgrades and infrastructure investments.

City of Madera Administrative Office | Madera, CA
Program Manager | Jun 2017 – Jun 2019

Plan, organize, and direct the City's federally funded transit services and other grant-supported programs under the City Administrator's Office. Provide technical and functional supervision to staff, manage program compliance, oversee procurement and contract administration, and ensure fiscal accountability for an annual transit budget of $2M. Serve as liaison to City leadership, regional partners, and community stakeholders to support transit operations and secure funding opportunities.

Key Responsibilities

- **Transit Program & Grant Oversight:** Administered all aspects of the City's public transit programs, including budgeting, accounting, and reporting for a $2M annual transit budget. Managed federal and state transit grants in compliance with FTA regulations, Uniform Guidance (2 CFR Part 200), and Caltrans requirements.
- **Procurement & Contract Administration:** Developed and oversaw competitive solicitations and major service contracts, ensuring alignment with FTA procurement requirements and DBE participation goals. Directed environmental reviews, contract negotiations, and performance monitoring.
- **Regulatory Compliance & Reporting:** Conducted audits, policy reviews, and performance reporting to City Council, FTA, and other regulatory agencies. Achieved a successful **FTA Triennial Review with no findings** within eight months of assuming transit oversight.
- **Program Development & Strategic Projects:** Researched community needs and aligned services with funding opportunities. Directed projects such as the **construction of the City of Madera Transit Center**, launch of a **transit system marketing campaign**, and development of interagency partnerships to expand service to Madera Community College.
- **Stakeholder & Intergovernmental Coordination:** Represented the City Administrator's Office on intergovernmental transit committees, worked with state and federal agencies on grant compliance, and engaged community groups to improve transit access.

Key Accomplishments

- Secured **over $7M in competitive grants** from the U.S. Department of Justice, California Department of Transportation, and Federal Transit Administration.
- Successfully managed a **$5M multi-year federally funded service contract**, leading procurement from concept through contract execution.
- Partnered with regional transit providers to improve system integration and expand service reach.

County of San Joaquin Administrative Office | Stockton, CA
Senior Deputy County Administrative Officer | Jun 2014 – Jun 2015

- Oversaw strategic initiatives across **25 county departments**, improving service delivery by **15%**.
- Administered **$235M** in budgets, including health, human services, and veterans programs, ensuring accountability and compliance with funding requirements.
- Led interdepartmental collaboration to streamline HR processes, increasing project completion

rates by **25%**.

County of Fresno Administrative Office | Fresno, CA
Principal Administrative Analyst / Gang Task Force Coordinator | Jul 2008 – Jun 2014

- Directed policy and budget analysis for departments with combined budgets exceeding **$500M** in social services, public health, and child support.
- Designed and implemented **multi-year strategic plans** addressing youth violence prevention and community safety, securing **$1.2M** in competitive funds.
- Coordinated inter-agency and community-based collaborations to address systemic inequities and improve service outcomes.

Children's Health Initiative for Fresno County | Fresno, CA
Interim Director | 2007

- Secured almost $500K in private funding and led a $2.5M initiative to provide **universal health coverage for children**, enrolling 8,000+ in qualified health plans.
- Strengthened coalition partnerships to sustain long-term access to care.

The California Endowment | Fresno, CA
Program Associate | 2005 – 2007

- Managed a **$2M annual grant portfolio**, improving health access through capital projects and service expansion.

California Friday Night Live Partnership | Visalia, CA & Alameda County
Statewide Coordinator / Program Manager | 1994 – 2003

- Directed a 54-county statewide network advancing **youth leadership, behavioral health outcomes, and community development**.
- Secured **$360K** for media campaigns and led a technical assistance pool that trained diverse statewide teams in evidence-based, inclusive, and culturally responsive practices.

EDUCATION & CERTIFICATIONS

MBA, Regis University | **BA**, Concordia University
Certificate in Transit and Paratransit Management | University of the Pacific
Certificate in Corporate Governance | UCLA Anderson School of Management
Certificate in Diversity, Equity, & Inclusion in the Workplace | Univ. of South Florida
Certificate in Nonprofit Management | OneJustice Executive Fellowship

BOARDS & COMMUNITY LEADERSHIP

Board of Commissioners | Fresno Economic Opportunities Commission
Board of Directors | Sierra Health Foundation
Former Commissioner | City of Fresno Planning Commission & Housing and Community Development
Graduate | San Joaquin Political Academy
Graduate | City of Madera Citizen's Police Academy
Graduate | San Joaquin County Sheriff's Citizens Academy
Graduate | City of Fresno Citizen's Academy

Fresno Unified School District

Fresno Unified School District
Request for Board Member Information

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Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☑ Yes ☐ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

I have served as a Fresno Economic Opportunuties Commissioner(FEOC) for over 24 years. I was originally placed on the School of Unlimited Learning Advsiory Board in 2001 by Roger Palomino, former CEO of FEOC. All past and current CEOs of FEOC have assigned me to the Advisory Board of the School of Unlimited Learning.

2. Explain why you wish to serve on the board.

Serving on the Board allows me to utilze my theraputic, academic, and work experience to serve the students at SOUL. I'm concerned about our community and the students at SOUL are a vital part of that community. The students at SOUL are from all parts of the city. I enjoy sharing my passion and expertise with students and their families.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.

Since 2001, I have served on the board of Fresno Economic Opportunities Commission.

4. Describe your understanding of the appropriate role of a public charter school board member.

*Public Charter School Board members must be knowledgeable of the Charter School Petition. An awareness of what is required of the charter school by the Chartering School District and the California Department of Education. *Provide Fiduciary oversight (monitoring financial, approving budgets) * Hiring of the Principal/Director *Approve major policies, bylaws, and any documentation needed by the school district and CDE. * Serve as a consulting resource to the board.

5. Indicate the specific knowledge and expertise that you would bring to the board.

*23 years of experience as Guidance and Head Counselor at a Fresno High school, working with students, parents, and staff. *30+ years of work experience in multiple careers, Retail Buyer, Store Manager, Pacific Telephone operator. * Increased graduation rate and a to g perfomance of all students. * Knowledge of district and state graduation requirements, as well as entrance requirements for post secondary educational and career options.

Authorization to release Information

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Signature:	
Name: Jimmie Rodgers	
Position on the Board: Secretary	Date: 10/13/2025

JIMMIE(JIMI) RODGERS

Fresno, CA 93727
(559) 696-0411 - jimi.rodgers6299@gmail.com

PROFESSIONAL SUMMARY

Dedicated Educational/social worker professional with history of meeting company goals utilizing consistent and organized practices. Skilled in working under pressure and adapting to new situations and challenges to best enhance the organizational brand. Experienced Counselor/School Social Worker with over 25 years of experience in Education. Excellent reputation for resolving problems and improving customer satisfaction.

SKILLS

- Collaboration
- Critical thinking
- Written Communication
- Adaptability
- Teamwork
- Data management
- Cultural awareness
- Analytical skills
- Supervision
- Compassion
- 40+ years of Quilting Experience

WORK HISTORY

01/2010 to 06/2018 **Head Counselor**
Fresno Unified School District – Fresno, CA
- Managed 7 counselors and 3 clerical staff
- Coordinated guidance curriculum
- Coordinated training of counseling staff and counseling and social work interns
- Developed and maintain Student driven Master Schedule for 2800 students
- Reviewed all student transcripts
- Collaborated with school staff and administrators
- Increased graduation rate

02/1995 to 01/2010 **Counselor**
Fresno Unified School District – Fresno, CA
- Maintained caseload of 400-750 students. Increased graduation rate
- Conducted academic advisement services for students on reoccurring basis to maintain educational progression.
- Discussed student success strategies and development of study skills.
- Advised students individually and in groups on academic programs for individual interests.
- Assisted students in selecting courses to align with interests and abilities.
- Provided support and guidance to students experiencing academic and personal troubles.
- Reviewed student files to meet deadlines for completing various graduation requirements.

01/1993 to 01/1995 **Student Assistance Program Counselor**

Comprehensive Youth Services – Fresno, CA

- Identified issues that hindered student academic achievement.
- Worked with individuals to help understand and overcome personal, social or behavioral problems affecting educational or vocational situations.
- Conducted individual and group counseling sessions.
- Assist school administration in reducing student suspensions
- Maintained caseload of 25- 30 student K-8th grade
- Exceeded goals through effective task prioritization and great work ethic
- Demonstrated respect, friendliness and willingness to help wherever needed

EDUCATION

05/1993 **Master of Science: Social Work**
California State University - Fresno - Fresno, CA
Pupil Personnel Service Credentials in School Social Work, Child Welfare and Attendance, and School Counseling

05/1978 **Bachelor of Arts: Home Economics**
Dominican University - River Forest, IL

06/1975 **Associate of Arts: Liberal Arts And General Studies**
Cerritos College - Norwalk, CA

Fresno Unified School District

Fresno Unified School District
Request for Board Member Information
A separate fillable digital form will be provided.

Serving on a public charter school board is a position of great trust and responsibility. As a board member of a public school, you are not only ultimately responsible for the education of all students enrolled in the charter school, but also entrusted with the obligation to see that the public monies that are given to the charter school are legally and prudently spent.

Providing the requested information for each board member will assist the District's Board in determining whether the petitioners are able to demonstrate that the charter school will be run in a financially, organizationally, and educationally sound manner and is consistent with the requirements of Education Code § 47605(h).

Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☒ Yes ☐ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.
2. Explain why you wish to serve on the board.
3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.
4. Describe your understanding of the appropriate role of a public charter school board member.
5. Indicate the specific knowledge and expertise that you would bring to the board.

Authorization to release Information

My signature affirms that all information on this form is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:

- Removes all liability from those who provide information and verification in response to any information I have stated in applying on behalf of the above referenced Charter School.
- Releases Fresno Unified School District and any agent acting on its behalf from any and all liability of whatever nature in requesting or using such information to assess my qualifications on behalf of the above referenced Charter School.
- Is valid during my entire time as a board member for the above referenced Charter School.
- Is an indication of my knowledge and understanding that the information provided herein will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.

Signature:		
Name:	Julio Cesar Romero	
Position on the Board:	Member	Date: 10/3/2025

Julio Cesar Romero
Request for Board Member Information
October 3, 2025

1. How did you become aware of the charter school and the opportunity to serve as a board member, including who invited you to sit on the board?
Fresno EOC Health Services was selected to serve on the board due to its experience working with at-risk youth in both education and medical services. The selection was made in 2019 by then-Principal Mark Wilson. Initially, Jane Thomas, Director of Fresno EOC Health Services, served as the representative for one year before the responsibilities were transferred to me in my role as Assistant Director.

2. Why do you wish to serve on the board?
I wish to serve on the SOUL Governing Council because I greatly admire the work being done by SOUL staff. Serving on the board allows me to give back to my community and support youth in achieving success.

3. Have you previously served on a school district board or a not-for-profit corporation (including the board of a non-public school)? Please describe relevant experience.
Yes. From 2014 to 2019, I served as the Community Representative for the Fresno EOC Head Start Countywide Policy Council. In that role, I provided health-related resources and information to parents and site representatives.

4. What is your understanding of the appropriate role of a public charter school board member?
The role of a public charter school board member is to provide oversight, guidance, and accountability regarding the school's successes, challenges, and areas for improvement. Board members offer an objective perspective while ensuring that all decisions prioritize the best interests of the students and the overall success of the school in a safe and responsible manner.

5. What specific knowledge and expertise would you bring to the board?
I bring a medical and public health perspective to the SOUL Governing Council. I have more than 10 years of experience designing, educating, and implementing health education programs for adolescents ages 13–18. Throughout my career, I have worked collaboratively with schools, teachers, administrators, and superintendents across a wide range of educational settings—including traditional schools, charter schools, rural and urban school sites, and afterschool programs.

Julio Cesar Romero

Office Address:
Fresno Economic Opportunities Commission
Health Services
1920 Mariposa Mall Suite 115, Fresno CA 93721
fresnoeoc.org/Health Services

Education:

May 2018	Master of Public Health (MPH) with an option in Health Promotion from California State University, Fresno in Fresno, CA.
May 2010	Bachelor of Science in Business Administration (BS) with an option in Management from California State University, Fresno in Fresno, CA.
May 2010	Bachelor of Science in Chicano Studies (BS) from California State University, Fresno in Fresno, CA.

Professional Experience:

Assistant Director — Fresno, CA — 12/2020 - Present
Fresno Economic Opportunities Commission – Health Services

- Supervise Program Managers, Project Coordinators, Facilitators/Health Educators, Facilitators/Case Managers, Outreach Health Educator and other staff as assigned.
- Coordinate parent workshops with rural parents in Fresno County.
- Work closely with medical providers to expand services to include Family Planning and Reproductive Health, including teen friendly services and confidentiality.
- Responsible for the supervision of program staff which includes setting individual goals and objectives, providing guidance, training, and direction. Works closely with the Director to ensure goals and objectives are being met.

Director (10% FTE) — Fresno, CA — 07/2018 - Present
Fresno Economic Opportunities Commission - Adolescent Family Life Planning (AFLP)

- Responsible for all fund development, grant writing and contracts that support AFLP.
- Develop and oversee AFLP's operational policies and procedures, including effective decision-making processes, controls etc. that will enable AFLP to achieve its short and long-term goals/strategy.
- Oversees and manages all accounting functions for the organization including but not limited to auditing, budgeting, financial analysis, and payroll.

Healthcare Projects Manager — Fresno, CA — 08/2012 – 12/2020
Fresno Economic Opportunities Commission – Adolescent Development Programs

- Supervise professional staff in implementing health programs, objectives, and goals.
- Evaluate the work of staff to ensure that programs are implemented properly and the information being delivered is of appropriate quality and that resources are used effectively.
- Created an adolescent development curriculum that is technologically based in partnership with UCSF and Youth-Tech-Health. I work closely with our partners to maintain the website, app, and tablets that are used during implementation.

- Work with at-risk youth and sites to implement the program and facilitate focus groups and observations between UCSF and the youth in the program.
- Document activities and record information, such as the numbers of students serviced, trainings or workshops attended, presentations conducted, and persons assisted.
- Maintain databases, budgets, reports, timecards, mailing lists, telephone networks, and other information to facilitate the functioning of health education programs.
- Complete RFA/Grants with, staff or individually to receive program funding.

Professional Activities:

May 2018	Speaker at the 2018 Adolescent Pregnancy Prevention Conference. The name of the presentation was, Successes and Lessons Learned from An Innovative Youth-Centered Initiative
August 2013 – July 2020	Community Representative at Fresno EOC Head Start Policy Council. Provide health related updates and resources to members, parents, and participants from Early Head Start and Head Start.
September 2013 & 2015	Speaker at the Adolescent Sexual Health Conference put on by Maternal Child and Adolescent Health. I led a panel discussion titled "What I Wish I Would Have Known"

Certification and Trainings

August 2014	Facilitator training for the evidence based curriculum Be Proud! Be Responsible! from the California STD/HIV Prevention Training Center
March 2014	Facilitator Training for the evidence based curriculum Sexual Health and Adolescent Risk Prevention from the California STD/HIV Prevention Training Center
August 2013	Family Planning Health Worker Certification from the California Family Health Council
March 2013	Professional Development Training in the area of the African American Mental Health by Dr. Malik Raheem at the Holistic Cultural Education Wellness Center.
January 2013	Professional Development Training in the area of the Mexican Family Cultural Processes and Mental Disorders by Dr. Juan Garcia at the Holistic Cultural Education Wellness Center.
December 2012	Professional Development Training in the area of Child Abuse and Mandated Reporter Training by Daniela Michel with the Fresno Council on Child Abuse Prevention.

Grants/Request for Proposals

August 2016	Health Education and Recruitment Transportation Team form Title X Family Planning Services Program Contractor: Fresno Economic Opportunities Commission Amount Requested: $120,000 Amount Funded: 100%
June 2016	Personal Responsibility Education Innovative Strategies from the Family Youth Services Bureau Contractor: UCSF Amount Requested: $300,000 Amount Funded: 100%

Fresno Unified School District

Fresno Unified School District
Request for Board Member Information

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Providing the requested information for each board member, will assist the authorizing District's Board in determining whether the petitioners are able to demonstrate that the charter school will be run in a financially, organizationally, and educationally sound manner.

Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☑ Yes ☐ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

I have been aware of the School of Unlimited Learning since 2001 and have worked with its various administrators on preaparing the local workforce over that time period. My former director had been a member of the SOUL governing council and upon his retirement, Jack Lazzarini asked me to fill his vacancy.

2. Explain why you wish to serve on the board.

As the Director of a urban Fresno youth workforce innovation and opportuniites act program serving youth 14-24, it is a great opportunity to tie my federal WIOA program with SOUL along with the 8 mainstream high schools my program serves in Fresno and Clovis Unified School Districts.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.

I have never sat on another school board but I am a member of the Kings River Conservancy wihich is a 501c3 non-profit and a member of Reedley Colleges Career Technical Education Advisory Boards for Automotive and Forestry/Natural Resources

4. Describe your understanding of the appropriate role of a public charter school board member.

To develop and ensure that policy and procedures are set in place, to have oversight for the financial health of the charter and to leverage outside resources for the benefit of the students.

5. Indicate the specific knowledge and expertise that you would bring to the board.

I am an expert in the workforce development arena with over 30 years of experience. In particular I have been an active manager/director in the creation of the Workforce Connection local system since its inception in 1999.

Authorization to release Information

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:

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- Is valid during my entire time as a board member for the above referenced Charter School.
- Is an indication of my knowledge and understanding that the information provided herein will be used to examine my background and my knowing and voluntary agreement to the background information being publicly disclosed as part of the charter petition review and renewal process.

Signature:	
Name: Patrick Turner	
Position on the Board: Member	Date: 14 OCT 2025

PATRICK TURNER

1248 W. Oak Drive Circle Reedley CA 93654 · 559-288-3189
patrickturner_98@yahoo.com

Education

California State University, Fresno (1986-1989)

- Majored in Russian Language
- Minored in Military Science/Geography

Experience

Director of Employment Services Training and Employment and Interim Director of Transit Systems Division, Fresno Economic Opportunities Commission (2006 – Present)

Currently I oversee the provision of services for Workforce Connection youth program in Urban East Fresno, the County Wide Summer Internship Program and City of Fresno One Fresno Youth Jobs Corps, Valley Apprenticeship Connections Program, the California Economic Resilience Fund Program in Fresno, the Good Jobs Challenge for Rural Fresno County, Advance Peace, a gun violence reduction program, Stop the Violence anti-gang initiative, and the employment services components of the Local Conservation Corps. I also oversee the Transit System and a total budget of over fifteen million dollars. I am the subject matter expert for our outdoor careers training project with the Greater Sierra Forestry Corps where we prepare inner-city youth for work as wild land firefighters and with our fee for service program of clearing defensible space around fire prone homes and businesses. I administer an annual budget of over $9 million per year and work with community partners to write grants that support the small rural communities. I work with small cities within Fresno County on behalf of Fresno Economic Opportunities Commission to develop intervention programs to defer youth from gang activity by creating subsidized employment opportunities paired with community service projects to instill community pride while earning a wage. I assist with the small cities in Fresno EOC's Strategic planning processes while also providing summer internships to the rural and urban communities. I have partnered on small projects with the Big Sandy Rancheria Tribal Administration and we look for linkages on a regular basis. I currently oversee a staff of 141 along with being an active partner with the other Directors ranging from our Head Start programs where I am a hiring panelist for their management to our Local Conservation Corps which is my direct partner in our division. I am chair of the Enterprise Team at Fresno EOC where I guide our programs in developing fee for service programs that bring unrestricted funding into the organization to broaden the scope of our deliverables. I report to the tripartite board at EOC for all the geographic spatial analysis for mapping. I was at one time the grant writer for Employment and Training and have been helpful in assisting the agency's grants team with various proposals. I administered our incarcerated youth program from 2006-2013, over saw the ARRA era summer internship program that served 1,000 youth per summer with successful outcomes, and I took over the organization and execution of Fresno EOC's 50th anniversary monthly programs which included bringing Congressman John Lewis and many other dignitaries to our agency. Other Duties as assigned.

Adult Program Manager, Fresno Regional Workforce Investment Board (2005-2006)

I administered the Adult and Dislocated Programs for the County of Fresno's Workforce Board. I oversaw the service providers and their activities in delivering contracted Workforce Investment Act One Stop services. I administered the budget for all related programs, advised the full board of performance and maintained the individual training accounts for the system. I am very knowledgeable in the sections 132 adult services, section 134 youth services and section 166 tribal funding for the Department of Labor continuing Workforce system under WIOA.

Quality Assurance Manager, Affiliated Computer Services (2003-2005)

Oversaw the regional quality program for Affiliated Computer Services (a Fortune 500 Company). Was a National Workforce and Welfare Subject Matter Expert, Developed their Vendor Pay Program. Trouble shot issues with

local hiring practices in their lower Rio Grande Valley project, oversaw the overhaul of that entire project turning what was a money losing unit into a profitable and viable project.

Administrative Analyst, CSU Fresno Foundation (2001-2003)

Implementation staff for the local one stop system, oversaw the creation of the first policy and procedures manual for the Workforce Investment Act programs in Fresno County. Performed basic GIS functions for mapping businesses in the county, collaborated with County of Fresno Human Services System on the joint development of regional centers.

Eligibility Worker 3/Job Specialist 2/Staff Analyst- Fresno County Department of Social Services/ Human Services System and Chief Administrator's Office (1994-2001)

Eligibility Worker in the Aged, Blind and Disabled and TANF programs as an intake worker for Medi-Cal and Food Stamps. Transferred to be a Job Specialist working in the Job Club office and pulled to assist with the development of the Selma Regional Center and was the agency's delegate to the new Workforce Investment Act system. Worked in the CAO's office as the Analyst for Sheriff/Fire/Public Works/Fresno Regional Workforce Investment Board.

United States Army (regular and reserve) (1984-1994)

Enlisted Military Occupational Specialty as a 97E interrogator (linguist), was chosen for "Green to Gold" program in 1985, early commissioning in 1989 branching Military Intelligence (35A), learned Russian and Eastern Slavic languages, Specialized in Soviet Studies both cultural and military.

Skills

- Ran a TANF Vendor Pay System for Fresno County Department of Social Services
- Able to organize interagency collectives
- Integral part of Fresno EOC's strategic planning team
- Able to lead multiple programs at the same time while growing and empowering my management team
- Leads Fresno EOC's Enterprise Team
- Maintains agency liaisons with rural communities
- Highly skilled at budgeting and forecasting fiscal needs
- Grant writing
- Grants administration to maintain compliance with objectives and grant parameters

Committees

- Current Planning Commissioner for the City of Reedley
- Current Chair for Reedley College's Automotive Advisory Board
- Current Chair of the Conservation Committee of the Kings River Conservancy
- Current Chair of Fresno EOC's Enterprise Team
- Current Member of the Forestry and Natural Resources Advisory Board for Reedley College
- Current Director/ Board Member of the Kings River Conservancy
- Current Advisory Board Member for Turning Point's Fresno County Service Area

Fresno Unified School District

Fresno Unified School District
Request for Board Member Information

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Providing the requested information for each board member, will assist the authorizing District's Board in determining whether the petitioners are able to demonstrate that the charter school will be run in a financially, organizationally, and educationally sound manner.

Background

Will you be at least eighteen years old by January 1 of the year in which you plan to serve as a board member for the charter school? ☑ Yes ☐ No

Please submit typed responses to the inquiries below. Attach resume.

1. Indicate how you became aware of the charter school and the opportunity to serve as a member of its board, including who invited you to sit on the board.

I became aware of the School of Unlimited Learning (SOUL) via the EdJoin job board. As the Chief Academic Officer/Principal I am assigned to the Board.

2. Explain why you wish to serve on the board.

It is my life-long mission to provide students with the best educational experience possible. I also believe that providing the best work environment possible for school staff will enhance SOUL's effectiveness and reputation in the community.

3. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience.

I have never served on a board previously. However, I have worked in TK-12 education for 25 years.

4. Describe your understanding of the appropriate role of a public charter school board member.

The role of the board is governance and oversight.

5. Indicate the specific knowledge and expertise that you would bring to the board.

I bring 25 years of experience in public education.

Authorization to release Information

My signature affirms that all information on this application is true to the best of my knowledge. Further, I authorize all employers, institutions, government agencies and persons named as references to release information for use in establishing my qualifications and credentials for this position: This authorization:

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Signature:	
Name: Dion Varnado, Ed. D.	
Position on the Board: Staff Member	Date: 10/22/25

Dion Varnado, Ed. D.
2336 Calaveras St.
Fresno, CA
559-500-1352
dion.varnado@fresnoeoc.org

Educational Philosophy

Education is the great equalizer. I am a veteran educator with 20 years experience in instructional leadership. Providing students and colleagues with support to meet 21st century challenges is where I excel. Equity in education increases the likelihood of all students' success. Relationships, Rigor, Relevance and Energy must infuse a successful school. Education is the linchpin to our current age of civilization. As a Board member I will ensure that the connection between education and opportunity is secure

Education

University of Mary Hardin-Baylor, Ed.D. in Educational Administration; K-12 (05/2019)
Fresno Pacific University, M.A. in Education; Administrative Services (08/2006)
California State University, Fresno; B.A. History (12/1998)

Certificates

Preliminary Administrative Services, Clear Secondary Social Studies Teacher

Education Experience

2025-Present Chief Academic Office & Principal SOUL Charter High School
2021-2025 Education Consultant
2003-2021 Assistant Principal & Principal
1999-2003 Social Studies/English Teacher

Professional Development

Presenter California League of Middle Schools 2007 Conference
"Proactively Meeting the Needs of Minorities in a Majority Environment"
2008 Kilgo Data-Driven Decisions Conference
2009 AVID/College Board National Conference
2009 Level I CMSI Curriculum Audit Training
2009 Completion Rate/Leaver Training
2010 NABSE Conference
2012 ASCD National Conference
2013 Professional Learning Communities Training
2014 Attended Special Education Law and Legal Digest Conference
2015 Attended TABSE Conference
2018 Graduated RELAY Graduate School Instructional Coach Training
2018 Study Abroad of education systems: Germany, France, Amsterdam, & Belgium

Military Experience

Enlisted in United States Navy from September 1989—September 1993, honorable discharge

Other Work Experience

Correctional Officer, Fresno County Sheriff's Department January 1996—July 1999
Correctional Officer, Westville Correctional Center, Westville, IN June 1994—August 1995

Fresno Unified School District

Fresno Unified School District
Request for Board Member Information
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Background

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5. Indicate the specific knowledge and expertise that you would bring to the board.

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Signature: Benita M. Washington (Oct 23, 2025 10:28:30 PDT)	
Name: Benita M. Washington	
Position on the Board: Vice Chair	Date: 10/23/2025

Benita M. Washington MSW, PPSC

Education:

1993 Master of Social Work, California State University Fresno
1990 Bachelor of Arts in Social Work, California State University Fresno

Credentials:

2006 Professional Clear Administrative Credential, California State University Fresno
1997 Pupil Personnel Service Credentials, School Social Work, School Counseling; Child Welfare & Attendance Service, California State University Fresno

Additional Training:

2008 - Association of California School Administrators – Personnel Administrators Academy

1995- Fresno County Department of Social Services Parent Education Unit Nurturing Program

Education Employment Experience:

Pupil Personnel Credential Coordinator – California State University Fresno May 2023-Current

- Responsible for the coordination of the PPS sub specialization and adhering to the accreditation requirements.
- Provide annual training for field instructors.
- Verify certificate of clearance and BSR scores for all candidates prior to beginning internship.
- Review university procedures regarding instruction, grades and credential program requirements with social work faculty.
- Provide orientations and workshops for PPS students, candidates and their field instructor.
- Maintain PPS files and recommend candidates for their credential.
- Data collection and submission of the CTC annual reports.
- Serve as a primary liaison between CSU Fresno, Department of Social Work Education and the central valley school districts.
- Review and approve PPS candidate's practicum evaluations.
- Plan PPS Credential Committee membership for the academic year.
- Conduct PPS Program Information session for new MSW students.
- Participated in program renewal to improve the program and student outcomes.
- Conduct PPS Program Orientation session for new PPS candidates.
- Conduct exit meeting for graduating PPS candidates.
- Submit state ADS program data in response to request from KSOEHD.
- Established process for signing PPS program completion forms for graduating candidates applying for the credential.
- Review student request to meet the BSR through coursework using the BSR Audit form.
- Respond to public inquiries about the PPS program.
- Respond to alumni questions about applying for the PPS credentials.
- Attend KSOEHD coordinating meetings of all programs that comprise the "Unit" of credential programs.
- Collection, analysis, and reporting of program outcomes annually to CTC.

- Preparation of all narratives exhibits and program outcome data for accreditation.
- Planning and coordination of students, alumni, faculty, and school partners for site visit.
- Monitor student progress by reviewing field evaluations through the intern placement tracking system.
- Serve as PPS faculty liaison for all PPSC candidates as well as other students.
- Developed professional development training opportunities for PPSC candidates.
- Advise students regarding course selection, and educational and career goals.

Assistant Field Coordinator - California State University Fresno **August 2014 – May 2023**

- Developed field placement opportunities for students enrolled in the Bachelor of Arts in Social Work program.
- Planned, coordinated, and implemented field practicum, field orientation, field pre-requisite presentations.
- Trained students, field instructors, agency supervisors, faculty liaisons on field policy, procedure, and education.
- Monitored the implementation of policies and procedures related to field education.
- Participated in the development and revision of field curriculum; evaluation instruments; and field manuals in collaboration with practicum faculty.
- Referred students to campus and community resources.
- Worked collaboratively with CSUF Career Development Center, Project Rebound, Student Health and Counseling Center, EOP, TRIO, Renaissance Scholars, Veterans, Academic Success Coaching as well as community agencies to address student readiness for field and specific needs and/or barriers of students.
- Participated in outreach activities on campus and in the community.
- Assisted with the development of plans to maintain placements in collaboration with students, academic advisors, field instructors, agency supervisors and the field education coordinator.
- Resolved issues of concerns that may arise during student's field education experience.
- Taught courses in the field sequence.
- Provided comprehensive counseling services for assigned students which included formerly incarcerated, and students impacted by the juvenile justice system.
- Interfaced with community partners on issues related to curriculum; job openings for students; research opportunities; and partnerships.
- Developed and coordinated a Hmong mentoring program.
- Served as a faculty liaison to PPSC candidates as well as other students when necessary.
- Served on university, college, and department committees.
- Conducted student interviews to assess their career interest and referred them to the appropriate practicum site.
- Served as an advisor for the Alpha Kappa Alpha sorority.

Field Faculty - California State University Fresno **January 2013- May 2014**

- Recruited, assessed, and recommended BA field placement agencies to the field review and certification committee for approval.
- Supported field placements, students, field instructors, agency supervisors, and field faculty liaison with existing campus and community field placement sites.

- Ensured learning opportunities provided by community agencies met the practicum requirements and assessed if the agencies culture were a good fit for students.
- Provided orientation and training to students, field instructors, agency supervisors, and field faculty liaisons.
- Provided regular consultation to students, field instructors, agency supervisors and field faculty liaisons.
- Participated in the problem-solving process when concerns arise related to student's and/or agency staff behavior and/or performance.
- Worked in partnership with field instructors and agency supervisors to help the student integrate and apply the knowledge and skills learned in the classroom to the field experience.
- Provided weekly supervision for students participating in field with a non-social work agency supervisor.
- Provided input to the field coordinator regarding the quality; availability; numbers and types of possible placements.
- Participated in department committee meetings.
- Developed PPSC learning agreements.
- Taught courses in the field sequence.
- Participated in transfer and matriculation activities.
- Served as a liaison between community agencies, department and the university.

Attendance Officer - Fresno Unified School District **March 1998- November 2012**

- Provided leadership in determining goals and objectives related to support services for students, including monitoring student attendance patterns within the district and working with school sites to implement best practices for improvement, including but not limited to court proceedings; work permits; caregivers affidavits; Project Access; Student Attendance Review Team and Student Attendance Review Board.
- Implemented district-wide child abuse training.
- Developed and supervised the District's K-12 school social work program as well as the assigned classified staff to ensure that students and families received appropriate support services and intervention.
- Conducted district, regional and state-wide training for paraprofessionals and professionals.
- Served as the social work PPS internship coordinator and liaison for Fresno Unified School District and Department of Social Work Education at California State University, Fresno.
- Created partnership with district staff and community agencies to reduce the district's drop-out rate and increase attendance and graduation rates.
- Implemented and administered the Elementary School Counseling Grant, and the Safe Schools Healthy Students Grant.
- Provided direction for the development and implementation of the district's truancy student data management system that collected and evaluated attendance, suspension, and dropout information for the district.
- Served as a field instructor for the Department of Social Work Education at California State University, Fresno, Pupil Personnel Service Candidates.
- Interfaced and collaborated with county and community agencies including but not limited to law enforcement, child protective services, probation, juvenile court judges, elected officials and comprehensive youth services.
- Worked with a diverse population of students to increase attendance, graduation rates and post-secondary education.
- Served as School Social Worker as needed.

Student Assistant Program Counselor, Comprehensive Youth Services, Fresno, CA February 1995 – March 1998

- Completed multidimensional psychosocial assessments.
- Developed comprehensive case plans in collaboration with students, parents and faculty when deemed appropriate.
- Provided case management and linkages to district, school site and community resources.
- Provided individual, group and family clinical counseling services to address the social and emotional factors that impacted student academic success.
- Conducted classroom presentations regarding substance abuse, mental health and student conduct.
- Consulted with faculty, staff, interdisciplinary teams and community providers.
- Provided crisis intervention and management services for exhibiting high risk behavior.
- Reported child abuse and completed the necessary documentation and notified administration and necessary and/or required parties.
- Participated in psycho-educational school wide campaigns and activities aimed at reducing substance abuse.
- Provided school social work services to students and families.
- Conducted conflict resolution sessions with middle school students in an effort to reduce physical altercations on and off the school campus.
- Worked closely with administration on issues including but not limited to family engagement, mental health, student conduct, student achievement, school safety, and school wide intervention.

Instructor, Fresno County Department of Social Services and Fresno Adult School September 1996-February 1998

Nurturing Parenting Program

Professional and Community Affiliations and Service

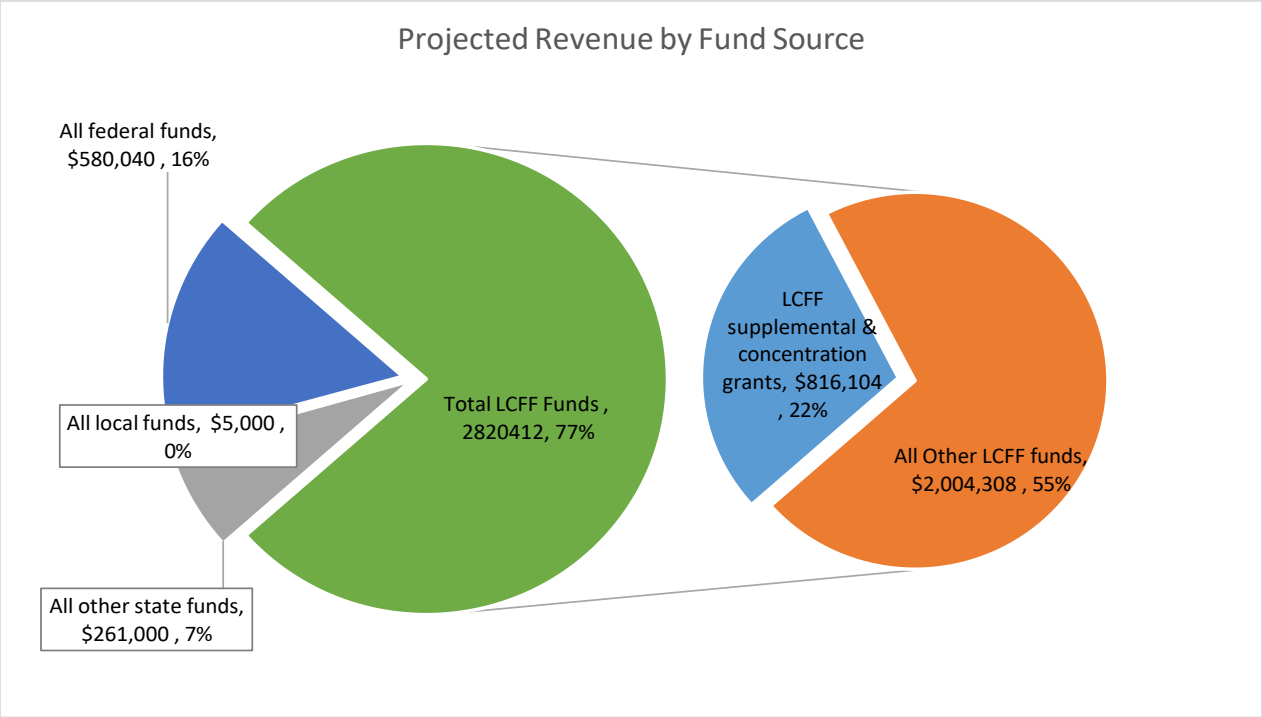
Member, California Alliance of African American Educations
Member, California Association of School Social Workers
Member, Black Faculty and Staff Association
Member, Fresno Chapter of Black Social Workers
Member, National Association of Black Social Workers
Member, Wellness Committee, Saint Community Church of God in Christ,
Member, Madera Community College, Social Work and Human Services Advisory Committee
Member, San Joaquin Section of California Association Supervisors Child Welfare and Attendance (CASCWA)
Vice Chair, Fresno Economic Opportunity Commission, School of Unlimited Learning, Governing Council Board
Chair, PPS Advisory Committee

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: School of Unlimited Learning
CDS Code: 10621661030642
School Year: 2025-2026
LEA contact information: Dr. Dion Varnado

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2025-2026 School Year

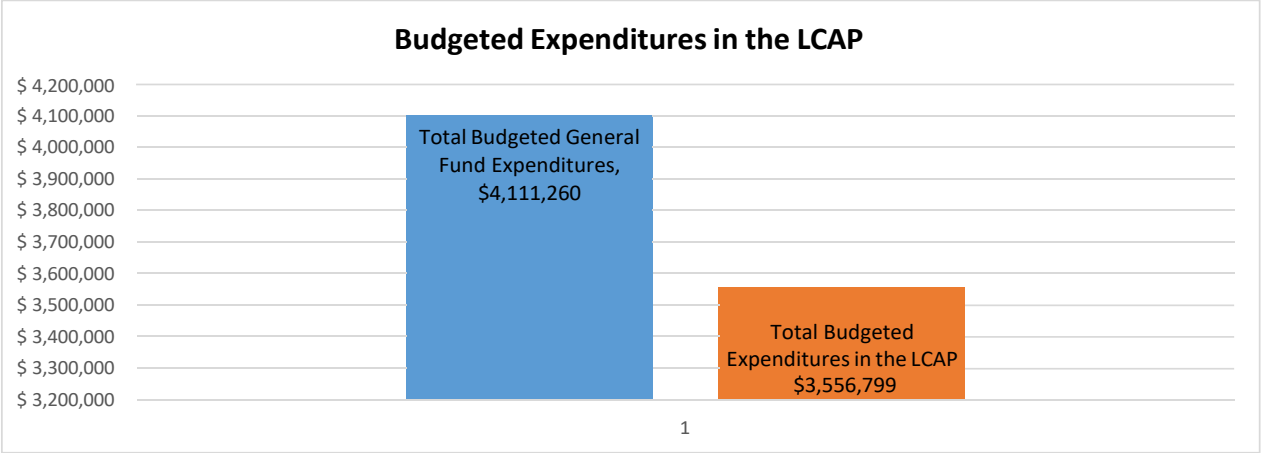


This chart shows the total general purpose revenue School of Unlimited Learning expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for School of Unlimited Learning is $3,666,452.00, of which $2,820,412.00 is Local Control Funding Formula (LCFF), $261,000.00 is other state funds, $5,000.00 is local funds, and $580,040.00 is federal funds. Of the $2,820,412.00 in LCFF Funds, $816,104.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much School of Unlimited Learning plans to spend for 2025-2026. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: School of Unlimited Learning plans to spend $4,111,260.00 for the 2025-2026 school year. Of that amount, $3,556,799.00 is tied to actions/services in the LCAP and $554,461.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

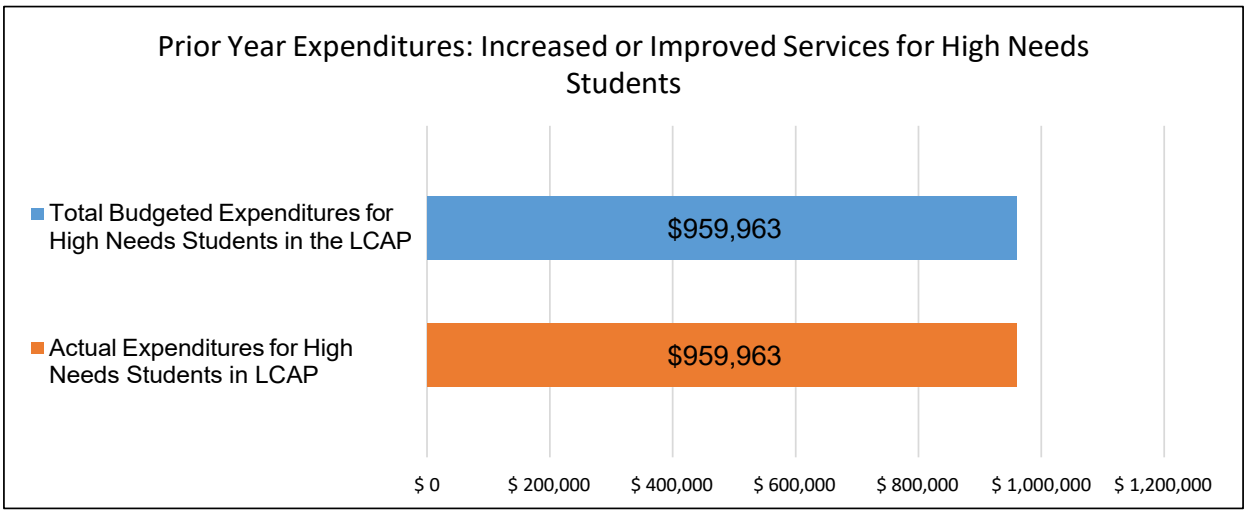
General Fund Budget Expenditures that are not included in the LCAP are essential operational and administrative costs. These expenditures include utilities, maintenance; salaries; food services and transportation.

Increased or Improved Services for High Needs Students in the LCAP for the 2025-2026 School Year

In 2025-2026, School of Unlimited Learning is projecting it will receive $816,104.00 based on the enrollment of foster youth, English learner, and low-income students. School of Unlimited Learning must describe how it intends to increase or improve services for high needs students in the LCAP. School of Unlimited Learning plans to spend $902,447.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2024-2025



This chart compares what School of Unlimited Learning budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what School of Unlimited Learning estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2024-2025, School of Unlimited Learning's LCAP budgeted $959,963.00 for planned actions to increase or improve services for high needs students. School of Unlimited Learning actually spent $959,963.00 for actions to increase or improve services for high needs students in 2024-2025.

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
School of Unlimited Learning	Dr. Dion Varnado, Principal/Academic Officer	dion.varnado@fresnoeoc.org (559) 500-1352

Plan Summary 2025-2026

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

The School of Unlimited Learning (SOUL) is guided by a mission to provide learning experiences that equip students with the skills, knowledge, and motivation to become self-directed, lifelong learners. SOUL envisions each student as a collaborative worker and complex thinker who is confident, productive, and self-sufficient through work and community service. This mission shapes a learning environment that is flexible, supportive, and deeply responsive to student needs.

Located in downtown Fresno, SOUL serves students in grades 9–12, ages 14 through 21, who have not yet earned a high school diploma and are at high risk of dropping out. The school primarily serves youth from across the Fresno metropolitan area, many of whom come from economically disadvantaged neighborhoods and arrive with histories of low academic performance and limited access to effective support services in traditional school settings. Often, these students face social and emotional challenges that interfere with their readiness to learn.

While the broader community has made progress expanding access to alternative education and wraparound supports, SOUL continues to respond to ongoing challenges related to academic recovery, attendance, trauma, and preparation for life after high school. Through small class sizes, hybrid and independent study options, and a robust support team, SOUL creates the conditions for students to reengage in school, develop core skills, and move toward long-term success.

SOUL seeks preventative strategies to address the needs of underserved members of the community. The funding generated through the Local Control Funding Formula (LCFF) is dedicated to improving learning outcomes for all students. The School of Unlimited Learning's Local Control and Accountability Plan (LCAP) focuses on the use of funds and the actions and services dedicated to supporting English learners, socioeconomically disadvantaged students, homeless and foster youth.

In the 2023–24 school year, SOUL enrolled 209 students. The student population was predominantly Hispanic (83.3%), followed by African American students (6.7%), White students (4.3%), and students identifying as two or more races (3.8%). The school also served smaller populations of American Indian/Alaskan Native and Pacific Islander students (each 0.5%) and one student identifying as Asian. The vast majority of students—93.8%—were socioeconomically disadvantaged. Additionally, 13.4% were English learners, 3.3% were in foster care, 1% experienced homelessness, and 10% were students with disabilities.

The funding generated through the Local Control Funding Formula (LCFF) is dedicated to improving learning outcomes for all students. At SOUL, a significant portion of the student body falls into one or more high-need categories, including English learners, socioeconomically

disadvantaged students, and foster youth. As a result, SOUL receives both supplemental and concentration grants under LCFF. These funds support the school's continued efforts to provide responsive, high-quality education and support systems that ensure every student has the opportunity to succeed.

SOUL does not receive Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

As a small charter high school serving a unique and high-need population, the School of Unlimited Learning (SOUL) recognizes the importance of continuous reflection on student outcomes and schoolwide effectiveness. In 2018, SOUL received Dashboard Alternative School Status (DASS) from the California Department of Education in recognition of the distinct population it serves. The DASS designation acknowledges that traditional performance metrics used on the California School Dashboard may not fully capture the growth and impact of alternative schools that serve at-risk or traditionally underserved students. As such, DASS schools are evaluated using modified metrics designed to better reflect the successes and challenges in these settings.

At SOUL, a significant portion of students enroll severely credit deficient. It is not unusual for a student to enter their fourth year of high school with credits reflecting only ninth-grade completion. Many students have also experienced high levels of school mobility—having transferred three or more times since entering high school—which has increased in recent years due to disengagement from traditional learning environments.

While SOUL's local data provides a complete picture of student progress, it is important to note that state-reported academic performance metrics are based on a limited sample. For example, the most recent California School Dashboard results reflect outcomes from just 52 eleventh-grade students out of SOUL's total enrollment of 209 students. This small sample size means that performance indicators may not be representative of the entire school population, especially given the highly individualized nature of credit recovery and academic trajectories at SOUL.

In this context, SOUL's success is best measured through a combination of local assessments, student re-engagement, academic growth, and progress toward graduation. The reflections that follow highlight both the measurable outcomes and the deeper impact of SOUL's responsive, student-centered model.

2024 CA Dashboard Performance

English Language Arts: Overall performance is -73.4 points below standard, reflecting a 19.6-point decline from 2023. As a result, performance dropped from Orange (Low) to Red (Very Low) on the Dashboard. This decline is largely attributed to a high student transiency rate.

Mathematics: Overall performance is -200.6 point below standard, reflecting a -13.1-point decline from 2023. As a result, performance dropped from Orange (Low) to Red (Very Low) on the Dashboard. This decline is largely attributed to a high student transiency rate.

English Language Progress: In 2023–24, 25% of English Learners made progress toward English language proficiency, reflecting a 36.1% decline compared to the previous year. This decrease is attributed to a combination of factors, including a high rate of credit deficiency and increased student transiency, both of which have been impacted by a growing English Learner population. Over the past three years, the percentage of English Learners has steadily increased as 2021-2022 8.3%, 2022-23 12.8% and 2023-24 13.4%. This upward trend

highlights the school's evolving student demographics and the increased need for targeted English Learner supports. As the English Learner population has grown by over 5 percentage points since 2021–22, additional resources, interventions, and staffing will be critical to ensure that all EL students have the support necessary to accelerate their progress toward English proficiency.

College/Career Readiness: Overall maintained with 4.6% prepared for meeting college/career readiness benchmarks with Hispanic students maintaining at 5.7% and Socioeconomically Disadvantaged maintaining at 4.7%.

Graduation Rate: SOUL's DASS 1-year graduation rate for all students is 56.2%, Hispanic students is 58.3% and Socioeconomically Disadvantaged students is 56.6%

Suspension Rates: Suspension rates increased overall by 3.5%. Student groups with increases that moved into the red performance category include Hispanic students (+4.7%) and Socioeconomically Disadvantaged students (+3.4%), while African American (−0.6%) and homeless students (−4.9%) experienced decreases. Foster Youth remain a high-need group, with 18.2% suspended at least once. These patterns underscore a clear need for targeted behavioral supports and culturally responsive strategies, and SOUL is actively responding through expanded engagement opportunities and schoolwide efforts to strengthen relationships and promote a positive, inclusive school climate

Lowest Performing Student Groups
The LCAP includes required actions to address the need for improvement related to Graduation Rates on the 2023 Dashboard:
- Graduation Rates: All Students, Socioeconomically Disadvantaged and Hispanic Students (see Action 3.2)

Learning Recovery and Emergency Block Grant
SOUL does not have any unexpended LREGB funding.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

The School of Unlimited Learning (SOUL) has been identified for Differentiated Assistance through the Fresno County Superintendent of Schools, based on performance outcomes that reflect disparities among specific student groups. This state-provided support, guided by the California Department of Education (CDE), offers customized, locally coordinated assistance designed to strengthen outcomes for schools serving students with complex needs.

SOUL's eligibility for Differentiated Assistance based on outcomes for the following student groups:

-Socioeconomically Disadvantaged Students: Academic performance in English Language Arts and Mathematics, College and Career Readiness, Graduation Rate, and Suspension Rate.

-Hispanic Students: College and Career Readiness, Graduation Rate, and Suspension Rate.

response, SOUL has prioritized targeted improvement efforts aligned to the school's mission of serving a highly mobile, credit-deficient, d historically underserved student population. Central to this strategy is the implementation of individualized instruction, informed by NEA MAP benchmark assessments. These assessments provide actionable data on each student's current proficiency level and growth jectory, enabling staff to tailor instruction and accelerate academic progress. Actions addressing academic performance are outlined in

Goal 1, while Goal 2 includes supports aimed at increasing student engagement and connection—critical factors in improving outcomes for these student groups.

Students who score below grade level are supported through Imagine Learning MyPath, an adaptive learning platform that builds personalized learning paths targeting critical skills in literacy and math. The program provides real-time feedback on student engagement and progress, enabling teachers to offer targeted support and adjust instruction as needed.

This work represents SOUL's continued commitment to meeting students where they are, providing responsive, data-informed instruction, and ensuring that all learners—regardless of their academic history or life circumstances—have access to meaningful educational opportunities that support their growth, engagement, and long-term success.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

School of Unlimited Learning (SOUL)

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

At (SOUL), the process for supporting staff in conducting our needs assessment is grounded in systematic data collection and analysis. Staff engage in structured collaboration twice per month through Professional Learning Communities (PLCs). During these sessions, educators examine a range of academic and behavioral data to inform instructional decisions and identify areas for improvement.

Key data sources include:

a) Academic Performance: Analysis of NWEA MAP assessments, CAASPP results, MyPath progress, and classroom grades.

b) Student Engagement: Review of attendance trends and discipline records.

c) Targeted Support: Monitoring of progress indicators for English learners.

This data-driven approach ensures that PLCs are focused, purposeful, and aligned with student needs, fostering a culture of continuous improvement and equity in educational outcomes.

At SOUL, the process for identifying and selecting evidence-based interventions is both data-informed and deeply human-centered. Staff employ tools such as root cause analysis and guided PLC discussions—not merely to interpret numbers, but to uncover the stories, patterns, and lived experiences that give those numbers meaning. To ensure a comprehensive understanding of student and community needs, SOUL gathers input through multiple channels: annual surveys, semesterly focus groups, and regular meetings of key committees. The Curriculum Committee made selections from the available resources on HMH and the What Works Clearing House website that the team felt aligned with meeting identified needs. Data referenced included the qualitative survey-YouthTruth, Parsec Video Reels and the Educational partner surveys. The administration met with the team as a PLC to review data, the needs assessment, and how the LEA

could be supporting the staff. The SOUL Governing Council convenes eight times per year, while the English Learner Advisory Committees (ELAC) meet six times annually. These forums provide valuable insights from students, families, and community partners. Staff then evaluate this input to determine which challenges are most urgent, which have the greatest impact on student success, and how they align with state priorities. This thoughtful, inclusive approach ensures that selected interventions are not only evidence-based but also responsive to the real-world needs of the SOUL community.

SOUL's committed to identifying inequities and begins with a shared understanding: equity is not merely about equal distribution—it's about ensuring that every student receives the specific resources and support they need to thrive. To bring this vision to life, SOUL has developed a comprehensive, equity-centered planning framework. The process begins with a rigorous analysis of data. School teams examine a broad spectrum of indicators, including per-pupil funding, access to qualified educators, availability of instructional materials and technology, and the condition of school facilities. These data points are scrutinized to uncover patterns of disparity that may hinder student success. However, we recognize that data alone cannot tell the full story. That's why SOUL prioritizes authentic community engagement. Through surveys, focus groups, and advisory committees, we listen to the voices of students, families, and staff. These conversations reveal lived experiences and perceptions that quantitative data might overlook, offering a more holistic view of where inequities exist and how they affect learning. Armed with both data and community insights, SOUL facilitates structured root cause analysis sessions. These PLC sessions empower school teams to move beyond surface-level symptoms and identify the systemic or structural barriers—such as staffing shortages, outdated curricula, or limited access to enrichment opportunities—that perpetuate inequities. This intentional, inclusive, and data-informed approach ensures that equity is not just a goal, but a guiding principle embedded in every decision we make.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

The School of Unlimited Learning (SOUL) continuously adjusts its programs in response to student needs and input from families, teachers, and staff. The evaluation of the CSI plan focuses on measuring progress toward student outcomes using data from both the California School Dashboard and verified local data, such as NWEA MAP assessments. Key indicators such as academic performance, attendance, college and career readiness, and parent engagement are reviewed regularly to guide strategic planning and inform any necessary adjustments to the plan.

To ensure that CSI and LCAP goals remain relevant and effective, SOUL engages in a systematic and ongoing review process that includes both quantitative and qualitative data, anchored in a continuous improvement framework. Staff regularly analyze state and local indicators—such as graduation rates, suspension rates, academic performance, EL progress, and subgroup outcomes—on a quarterly or more frequent basis. In addition, local data such as school climate survey results, restorative practice participation, internal assessments, and classroom walkthrough observations are reviewed during bi-weekly staff meetings and monthly CSI/Leadership Team sessions. These data points are used to assess whether the actions and services outlined in the CSI plan and LCAP are yielding the intended outcomes and to inform timely adjustments as needed.

Key Components of SOUL's Monitoring and Evaluation Plan:

1. Counselors collaborate closely with Case Managers to maintain comprehensive student files containing essential data that supports both program fidelity and individual student success. Monthly counselor-student meetings are conducted to monitor academic progress and are documented in each student's Case Plan. These plans are reviewed monthly to ensure alignment with student goals and program expectations.

   School administration conducts monthly audits of Case Plans to verify that counselors are accurately documenting and tracking student progress. Additionally, administrators perform weekly classroom walkthroughs to ensure instructional practices are aligned with the CSI implementation plan.

   The Guidance Counselor Coordinator and Vice Principal work collaboratively with teachers and Case Managers to identify students at risk of course failure. Targeted interventions such as tutoring and credit recovery options are prescribed to support academic success.

2. Monthly data feedback sessions are held on Monday afternoons, bringing together all team members to evaluate CSI implementation. These sessions include reflective discussions based on data collected through administrative walkthroughs and Case Plan reviews, fostering a culture of continuous improvement.

3. SOUL evaluates program effectiveness using multiple metrics outlined in the CSI plan, including graduation rates, NWEA growth data, DASS comparison group performance, and post-secondary readiness indicators. These metrics provide a comprehensive view of student outcomes and inform strategic planning.

4. SOUL reviews graduation rates, NWEA growth rates, DASS comparison groups, and post-secondary readiness accomplishments using the metrics and targets identified in the CSI plan to evaluate program effectiveness. All student performance data—including academic growth, attendance, engagement, and graduation progress—is compiled into an annual report presented to SOUL's Governing Council. This report serves as a key accountability tool and informs governance decisions.

Continuous Improvement Structures

SOUL's monthly CSI/Leadership Team Meetings serve as the central mechanism for both monitoring implementation and evaluating effectiveness. These meetings follow a continuous improvement cycle, using tools such as: Identification of a problem of practice, Collaborative design of improvement strategies, Data analysis and stakeholder consultation and Evaluation of impact and plan adjustments.

To evaluate effectiveness, SOUL analyzes progress toward specific CSI goals using a combination of state indicators (e.g., graduation rates, chronic absenteeism, academic performance) and local measures (e.g., NWEA MAP growth data, student engagement, credit accrual, EL progress). These indicators are reviewed regularly to determine whether interventions are resulting in improved outcomes for students. Goals are considered effective if there is measurable progress toward closing performance gaps, increasing credit recovery and graduation rates, and improving student engagement and achievement.

Walkthroughs are regularly conducted by leadership and instructional coaches to observe teaching practices, including checks for understanding, peer interaction, writing integration, and content-area reading. These observations, guided by rubrics and checklists, inform coaching priorities and are aligned with LCAP and CSI instructional goals.

The designated CSI lead, in partnership with the Vice Principal, ensures that all school actions align with CSI plan goals. They oversee access to timely data, coordinate instructional coaching and SEL supports, facilitate professional learning communities (PLCs), and lead implementation reviews.

If any LCAP or CSI goal is not showing progress, the CSI/Leadership Team reconvenes with educational partners—including staff, students, families, ELAC members, and community stakeholders—to analyze barriers, identify root causes, and revise the plan accordingly. This process includes evaluating resource inequities and adjusting services or strategies as needed.

This structured, data-driven, and inclusive approach ensures that SOUL not only monitors implementation but rigorously evaluates the effectiveness of its CSI plan to drive sustained school and student improvement.

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
Principal	The Principal routinely and purposefully engaged educational partners throughout the year. Staff and families participated in regularly scheduled meetings, and Board meetings were held consistently across the school year. Input was also gathered through surveys administered to students, families, and staff, with the highest participation and most comprehensive responses collected in March 2025. These multiple engagement pathways ensured inclusive and representative input from across the school community.
Teachers	Teachers and staff provided feedback throughout the school year during regularly scheduled meetings, professional development sessions, and through ongoing day-to-day interactions. Additional input was gathered through surveys, parent meetings, face-to-face conversations, and phone calls. The March 2025 survey cycle yielded the highest participation and most comprehensive responses. These multiple engagement methods ensured broad and inclusive representation of voices across the school community.
Support Staff	Staff supported the engagement process by attending meetings, assisting with survey distribution, and collaborating across roles to ensure broad input. Surveys administered to students, families, and staff—particularly in March 2025—produced the highest participation and most comprehensive responses. These multiple engagement pathways ensured inclusive and representative feedback from the entire school community.
Parents and ELAC Meetings	Monthly parent meetings throughout the year provided consistent opportunities for feedback and helped inform the development of the LCAP in the spring. The March 20, 2025 meeting—which included both parents and students—was the most well-attended and generated the most comprehensive input. The LCAP was also formally presented to families and the English Learner Advisory Committee (ELAC) in March and May 2025. Additional input was collected through surveys to ensure multiple avenues for engagement. Key meetings were held on August 14, September 20, October 16, November 20, December 13, February 13, March 20, and May 9. These sessions offered families regular opportunities to share feedback on student needs, school climate, academic progress, and support services
Governance Council	Educational partner input was gathered during Governing Council meetings held throughout the year on September 10, October 8, December 4, February 11, March 11, April 8, and May 6, where draft actions were reviewed and discussed publicly. Additionally, feedback was collected during targeted community engagement events, including the Fresno City College Senior Meeting (September 20, 2024), First Presbyterian Church partnership event (December 13, 2024), and Fresno State's Bulldog Bound event (February 13, 2025)—each involving students, families, staff, and community partners.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

The development of SOUL's LCAP was meaningfully shaped by ongoing feedback from educational partners, including students, families, teachers, and staff. Throughout the year, input was gathered through a variety of engagement methods and used to identify student needs, assess program effectiveness, and highlight opportunities for improvement. This feedback directly informed the refinement of goals and led to the revision of actions across all areas of the plan.

As a result, each goal includes updated and more targeted actions designed to better support student achievement, engagement, and well-being. These revisions reflect SOUL's commitment to responsive planning, ensuring that the LCAP aligns with the priorities of the school community and addresses the evolving needs of all learners.

Public Hearing and Adoption was conducted on May 19, 2025.

Goals and Actions

Goal 1

Goal #	Description	Type of Goal
Goal 1	All students will demonstrate growth towards grade level in Reading and Math.	Broad Goal

State Priorities addressed by this goal.

Priority 4: Pupil Achievement

An explanation of why the LEA has developed this goal.

The goal was developed in response to the identified data and input from educational partners. Our analysis of the California School Dashboard and NWEA growth reports indicate a need to support reading and math skills.

-In 2023, 11th grade ELA performance on Smarter Balance was 34.62% met or exceeded standard

-In 2023, 11th grade Math performance on Smarter Balance was 0% met or exceeded standard and 11.54% standard nearly met

-In 2023, 11th grade ELA performance on Smarter Balance was 53.9 below standard but increased by 57.9 points

-In 2023, 11th grade Math performance on Smarter Balance was 187.4 points below standard but increased by 53.9 points

Our local assessment, NWEA, reaffirms the need to support all students with reading and math skills.

-From 2022-2023, 43% of students achieved RIT score growth from pre-test to post-test in Language (Reading) -From 2022-2023, 57% of student achieved RIT score growth from pre-test to post-test in Math

The school plans to improve growth in reading and math by:

-Annual report to School Governing Council will include all student performance

-Guidance Counselor Coordinator and the Vice Principal will work with teachers to identify students at risk of failing a class and prescribe individual tutoring.

-Principal will hold six parent meetings to discuss student progress and other school related issues and gain input from parents

Educational Partners have identified a need for:

-Increased collaboration time for teachers

-Expanded learning opportunities for students

-Access to reading materials

-Supportive learning environments

-Weekly teacher meetings, or as needed, to discuss student progress and instructional strategies

-ELD training

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome 2024-2025	Year 2 Outcome 2025-2026	Target for Year 3 Outcome 2026-2027	Current Difference from Baseline
1.1	Percentage of students achieved RIT score growth from pre-test to post-test in Reading *Source: NWEA MAP Growth Reports*	A. 43% of All B. 45% of 9th grade C. 41% of 10th grade D. 44% of 11th grade E. 44% of 12th grade *Data Year: 2023-2024*	A. 58% of ALL B. 71% of 9th grade C. 41% of 10th grade D. 65% of 11th grade E. 59% of 12th grade *Data Year: 2024-2025*		A. 55% of All B. 55% of 9th grade C. 55% of 10th grade D. 55% of 11th grade E. 55% of 12th grade	A. 15% of All B. 38% of 9th grade C. 0% of 10th grade D. 21% of 11th grade E. 15% of 12th grade
1.2	Percentage of students achieved RIT score growth from pre-test to post-test in Math *Source: NWEA MAP Growth Reports*	A. 57% of All B. 50% of 9th grade C. 65% of 10th grade D. 50% of 11th grade E. 59% of 12th grade *Data Year: 2023-2024*	A. 74% of ALL B. 56% of 9th grade C. 61% of 10th grade D. 79% of 11th grade E. 78% of 12th grade *Data Year: 2024-2025*		A. 65% of All B. 60% of 9th C. 70% of 10th D. 60% of 11th E. 65% of 12th	A. +17% of ALL B. +6% of 9th grade C. -4% of 10th grade D.+29% of 11th grade E.+52% of 12th grade
1.3	Points Below Standard in ELA *Data Source: CA Dashboard*	A. 53.9 Points All B. 49.8 Points LI *Data Year: 2022-2023*	A. -73.4 Points All B. -74.9 Points LI *Data Year: 2023-2024*		A. 45 Points All B. 40 Points LI	A. -19.6 Points All B. -25.1 Points LI
1.4	Points Below Standard in Math *Source: CA Dashboard*	A. 187.4 Points All B. 186.7 Points LI *Data Year: 2022-2023*	A. -200.6 Points All B. -202.7 Points LI *Data Year: 2023-2024*		A. 170 Points All B. 170 Points LI	A. -13.1 Points All B. -16 Points LI
1.5	% of EL's Improving on the ELPAC (EPLI) *Source: CA Dashboard*	25% Making Progress Towards English Language Proficiency *Data Year: 2023-24 (New Metric)*	N/A		35% Making Progress Towards English Language Proficiency	N/A
1.6	EL Reclassification Rate	0% Proficient/27% Level 3 *Data Year: 2023-2024 (New Metric)*	N/A		5%	N/A

1.7	% of teachers properly credentialed & assigned *Source: Dataquest TAMO*	Total FTE: 11 Clear: 67.7% Out of Field: 21.7% Intern: 0.0% Ineffective: 9.1% Incomplete: 1.5% *Data Year: 2022-23 (New Metric)*	N/A		Clear: 85% Out of Field: 15% Intern: 0.0% Ineffective: 5% Incomplete: 0%	N/A
1.8	% of students with access to their own copies of standards-aligned instructional materials *Source: Internal*	100% *Data Year: 2024-25 (New Metric)*	N/A		100%	N/A
1.9	School Facilities Condition *Source: Internal*	Good *Data Year: 2024-25 (New Metric)*	`N/A		Good	N/A

Goal Analysis for LCAP 2024-2025

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

SOUL made significant progress in implementing our planned actions while adapting to emerging needs and challenges throughout the school year. All goal one actions were implemented as planned.

Successful Implementation:

Action 1.1 Expanded Class Appointments by providing support for Reading and Math. Through individualized growth goals via Imagine Learning, students were excited to see their growth scores and are demonstrating a years' worth of growth. Many teachers have voluntarily extended their own time after school to refine instructional practices, particularly to better serve English Learners.

Action 1.2 Collaboration for Improved Instruction. Increased dedicated time for teachers to monitor and support student performance in ELA and math. Additionally, many teachers have voluntarily extended their own time after school to refine instructional practices, particularly to better serve English Learners.

Implementation Challenges:

Action 1.1 Expanded Class Appointments by providing support for Reading and Math. While SOUL has expanded learning opportunities in Reading and Math through individualized growth goals via Imagine Learning MyPath, challenges remain as not all students consistently attend intervention supports. Additionally, teachers are tasked with observing, planning, designing, and evaluating instruction to meet diverse academic needs, which requires ongoing time and support.

Action 1.2 Collaboration for Improved Instruction. A significant challenge in implementing Action 1.2 (Collaboration for Improved Instruction) has been the high number of students enrolling with severe learning loss and credit deficiencies, which increases the need for intensive intervention. Although SOUL has expanded dedicated time for teachers to monitor and support student performance in ELA and math, addressing such varied and urgent academic needs requires sustained collaboration and instructional adjustment

Action 1.3 Professional Development (PD) and Coaching to support English Language Development (ELD). A key challenge has been the need for teachers to receive refresher professional development on MyPath to effectively utilize its tools. In response to data and feedback, SOUL will provide ongoing PD and coaching focused on ELD strategies to strengthen instructional support for English Learners.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

SOUL did not experience any material differences between budgeted expenditures and estimated actual expenditures, nor between the planned and estimated actual percentages of improved services.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Based on our analysis of metrics and outcomes, the implementation of actions showed varying levels of effectiveness in achieving Goal 1, as demonstrated by both quantitative data and qualitative indicators.

Actions 1.1 (Expanded Class Appointments for Reading and Math) and 1.2 (Collaboration for Improved Instruction) proved effective, as SOUL students demonstrated strong academic progress. The percentage of students achieving RIT score growth from pre-test to post-test in both subjects showed double-digit gains across all grade levels except 10th, reflecting the impact of targeted instruction, individualized supports, and increased teacher collaboration. However, in analyzing the 2023 Dashboard to the 2024 Dashboard, students declined significantly in ELA and Math. Therefore, the actions have been revised in Prompt 4.

Action 1.3 Professional Development (PD) and Coaching to support English Language Development (ELD). Action 1.3, which aimed to provide professional development and coaching to support ELD strategies, did not achieve the desired outcomes due to challenges in scheduling. In response to data and feedback, this action has been revised in Prompt 4 to ensure more consistent implementation and accessibility for teachers and administrators.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Based on our analysis, here are the planned adjustments for the 2024-27 LCAP cycle:

Metrics Modifications:

- Added 1.5: % of EL's Improving on the ELPAC (EPLI) to measure ELPI progress per required metrics
- Added 1.6: EL Reclassification Rate to measure EL reclassification rate per required metrics

- Added 1.7: % of teachers properly credentialed & assigned per required metrics

- Added 1.8: % of students with access to their own copies of standards-aligned instructional materials per required metrics

Action Modifications:

- Revise Action 1.1: "Intervention Supports" to include: dedicated math intervention class; reteach Saturday schools' sessions; MyPath accessibility; support for teachers in instructional strategies.

- Revise Action 1.2: "Technology Supports" for accessibility at home by purchasing laptops, hotspots and ensure EL and SWD students.

- Revise Action 1.3 for improved outcomes for English Learners with targeted PD, Ongoing training for faculty and leverage partnership with Reading Beyond Lab for students' academic support and PD for staff

These modifications align with our effectiveness analysis and implementation experiences from the current year.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Intervention Supports	To accelerate academic growth, students will receive targeted intervention in reading and math through personalized learning plans and dedicated instructional support. • Utilize Imagine Learning MyPath to create individualized reading and math intervention plans based on student growth goals • Monitor and adjust learning paths regularly to ensure student progress • Provide a dedicated math intervention class focused on foundational skills and concepts needing growth • Implement Saturday School sessions for reteaching and reinforcing key content • Ensure MyPath is accessible both in-seat and at home for flexible, consistent support Support teachers in observing progress, designing responsive curriculum, and evaluating instructional strategies for ongoing improvement	$1,853,287	N

1.2	Technology Supports	To ensure equitable access to learning at home—especially for English Learners and Students with Disabilities—the school will provide essential technology tools and supports. • Purchase laptops and devices for students to support digital access to curriculum • Provide internet hotspots for students without reliable home connectivity • Include device insurance to protect school-issued technology and minimize learning disruptions Prioritize distribution to English Learners and students receiving Special Education services to close the digital divide	$284,400	N

1.3	Professional Development (PD) and Coaching to support English Language Development (ELD)	To improve outcomes for English Learners, the school will implement a comprehensive professional development and coaching plan focused on effective ELD strategies.
		• Implement targeted professional development and coaching to enhance ELD instruction based on data and stakeholder feedback
		• Provide ongoing training for teachers and administrators in research-verified instructional strategies for English Learners
		• Utilize a dedicated Tuesday and Thursday ELD instruction block to apply learned strategies and support language development
		• Partner with Reading Beyond Lab to:
		  ○ Offer professional development and coaching for educators
		  ○ Provide additional academic support opportunities for students
		Foster a collaborative and consistent instructional approach to meet the needs of English Learner through the implementation of an ELD block
			$467,885	Y

Goals and Actions

Goal 2

Goal #	Description	Type of Goal
Goal 2	School will provide engagement opportunities for students and Educational Partners (parents, students, staff, community members, and organizations) and promote a positive school climate to encourage student success.	Broad

State Priorities addressed by this goal.

Priorities 3: Parent Involvement
Priorities 5: Pupil Engagement
Priorities 6: School Climate

An explanation of why the LEA has developed this goal.

By providing safe and engaging activities, we believe the school can enhance student and educational partner engagement which leads to a positive school climate. Thus, increasing daily attendance and community involvement. Local Indicator Metric of Priority 3-Parent Involvement, State Indicator Metric of priority 5-Pupil Engagement and Local Indicator Metric of Priority 6- School Climate will be used to support the 4 Actions that we plan to accomplish during 2024-2025 SY

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	Create welcoming environment for educational partners *Source: Internal Parent Survey*	86.5% Parents reported finding every staff member to be kind and courteous 98.8% Parents reported they feel their student is safe at SOUL. *Data Year: 2023-2024*	97% of Parents felt respected by staff and feel comfortable approaching school administration with concerns. 95% of Parents stated their child's school environment was safe *Data Year: 2024-2025*		95% Parents reported finding every staff member to be kind and courteous 100% Parents reported they feel their student is safe at SOUL.	10.5% of Parents felt respected by staff and feel comfortable approaching school administration with concerns. -3.8% of Parents stated their child's school environment was safe

2.2	Increase the amount of time students spend on campus *Source: Internal Attendance*	86.5% of the Independent Study students spent multiple days on campus *Data Year: 2023-2024*	87% of the Independent Study students spent multiple days on campus *Data Year: 2024-2025*		95% of the Independent Study students spent multiple days on campus	.5% of the Independent Study students spent multiple days on campus
2.3	Create meaningful student participation and feel safe on campus *Source: Internal Student Survey*	97.3% of students indicated they feel safe on campus *Data Year: 2023-2024*	81% of students reported feeling safe from harm *Data Year: 2024-2025*		100% of students indicated they feel safe on campus	-16.3% of students indicated they feel safe on campus
2.4	Attendance Rate *Source: P-2*	P-2: 181.26 ADA *Data Year: 2024-2025 (New Metric)*	N/A		185 ADA	N/A
2.5	Graduation Rate *Source: CA Dashboard*	59% *Data Year: 2024-2025 (New Metric)*	N/A		70%	N/A
2.6	HS Dropout Rate *Source: SARC*	20.3% *Data Year: 2023-202 (New Metric)*	N/A		15%	N/A
2.7	Suspension Rate Expulsion Rate *Source: CA Dashboard*	Suspension: 6.2% Expulsion: 0% *Data Year: 2024-2025 (New Metric)*	N/A		Suspension: <4% Expulsion: <1%	N/A

Goal Analysis for LCAP 2024-2025

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

SOUL made significant progress in implementing our planned actions while adapting to emerging needs and challenges throughout the school year.

Successful Implementation:

Action 2.1 Parent Meetings. SOUL's efforts to provide regular parent meetings and maintain consistent communication have proven successful, as reflected in strong survey participation and highly positive parent feedback regarding school activities, staff communication, and overall engagement.

Action 2.2 Community Engagement Opportunities for Students. SOUL's commitment to providing students with opportunities to engage with the broader community has been a success, particularly through field trips to colleges, which have helped students envision postsecondary pathways and see college as a real and attainable option.

Implementation Challenges

Action 2.1 Parent Meetings, faced challenges due to limited space available to conduct meetings, which impacted the ability to host larger gatherings and maximize parent participation.

Action 2.2 Community Engagement Opportunities for Students, has been well received. The school's art class has become so popular that enrollment had to be limited due to space constraints, highlighting strong student interest and the need for expanded creative offerings.

Action 2.3 Communication. SOUL staff identified ParentSquare as the primary communication platform and have been actively training and preparing for its successful launch in 2025. This initiative reflects a schoolwide commitment to strengthening home-school connections through consistent, accessible, and centralized communication.

Action 2.4 Educational Partner Feedback. Providing opportunities for input and feedback from all educational partners on the school's program, safety, and culture faced implementation challenges, particularly in identifying ideal meeting times to maximize parent attendance and engagement**.**

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

SOUL did not experience any material differences between budgeted expenditures and estimated actual expenditures, nor between the planned and estimated actual percentages of improved services

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Based on our analysis of metrics and outcomes, the implementation of actions showed varying levels of effectiveness in achieving Goal 2, as demonstrated by both quantitative data and qualitative indicators.

Actions 2.1 and 2.3, Community Engagement Opportunities for Students, have been effective in fostering strong educational partnerships and strengthening student engagement**.** SOUL's efforts to provide regular parent meetings and maintain consistent communication have been successful, as reflected in strong survey participation and highly positive parent feedback regarding school activities, staff mmunication, and overall engagement. Notably, 97% of parents reported feeling respected by staff and comfortable approaching school ministration with concerns, and 95% stated that their child's school environment felt safe. However, these actions have since been proved, strengthened, and combined into a revised approach, as detailed in Prompt 4.

tion 2.2, Community Engagement Opportunities for Students, have been effective in strengthening student connection and sense of longing. Data indicates that 87% of Independent Study students spent multiple days on campus, and 81% reported feeling safe from harm.

Additionally, field trips to colleges have broadened students' exposure to postsecondary opportunities, helping them see college as both real and attainable. However, this action in modified in prompt 4 to include more robust offerings to engage students and encourage student leadership opportunities.

Action 2.4, Educational Partner Feedback, has been effective in creating a welcoming and inclusive environment for families. Survey results show that 97% of parents feel respected by staff and comfortable approaching school administration with concerns, and 95% report that their child's school environment feels safe. These responses demonstrate meaningful progress toward fostering strong partnerships and a positive school culture. To further enhance student success, this action has been modified in Prompt 4 to include more specific strategies aimed at strengthening community engagement and involvement.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Based on our analysis, here are the planned adjustments for the 2024-27 LCAP cycle:

Metrics Modifications:

- Added 2.4: Attendance Rate

- Added 2.4: Graduation Rate

- Added 2.6: HS Dropout Rate

- Added 2.7: Suspension Rate and Expulsion Rate

Action Modifications:

Merged Action 2.1 Parent Meetings and Action 2.3 Communication to a Revised Action 2.1: "Increased Parent Supports and Communications" to strengthen school-home partnerships through meetings, school activities, events, conduct "Parent Support Labs" to ensure families can navigate school communication systems and ensure communications are predictable and consistent.

- Revised Action 2.2: "Community Engagement Opportunities for Students" to include more field trips experiences, guest speakers and admin town halls, homeroom competitions, honor roll awards and assemblies, art showcases, and blood drives to encourage student leadership contributions

- Revise Action 2.3: "Educational Partner Feedback" to include electronic climate surveys to gather feedback from families, students and staff to inform schoolwide decisions

These modifications align with our effectiveness analysis and implementation experiences from the current year.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Increased Parent Supports and Communications	To strengthen school-home partnerships, the school will offer regular parent meetings and support sessions to ensure families are informed, engaged, and empowered. • Provide ongoing parent meetings to share updates on school activities, events, and student learning • Maintain consistent communication with families through multiple platforms to ensure accessibility • Conduct Parent Support Labs to help families navigate school communication systems and digital tools Foster a welcoming environment where parents can ask questions, provide input, and build community connections	$35,000	N
2.2	Community Engagement Opportunities for Students	To foster student connection, leadership, and meaningful community involvement, the school will provide opportunities for students to engage with the greater community through educational, creative, and service-based experiences. • Offer educational and service-related field experiences that connect students to the wider community • Host guest speakers and Admin Town Halls to promote civic awareness and student voice • Facilitate homeroom attendance competitions during 3rd period to encourage engagement and community-building • Celebrate student success through Honor Roll Awards Assemblies and school-wide recognitions • Showcase student creativity through events like the Art Showcase and expanded art class offerings Encourage student leadership and contribution through events like the Blood Drive and public speaking engagements	$35,000	N

Action #	Title	Description	Total Funds	Contributing
2.3	Educational Partner Feedback	To enhance student success and strengthen our school community, the school will provide meaningful opportunities for all Educational Partners to offer input and feedback on programs, safety, and culture. • Distribute electronic climate surveys to gather feedback from families, students, and staff • Use survey results to inform schoolwide decisions and continuous improvement efforts • Create ongoing channels for communication and engagement with Educational Partners Foster a collaborative school environment where all voices are valued and contribute to positive change	$8,250	N

Goals and Actions

Goal 3

Goal #	Description	Type of Goal
Goal 3	SOUL students will have access to develop skills and knowledge necessary to be responsible and productive citizens post-graduation.	Broad

State Priorities addressed by this goal.

Priority 4: Student Achievement
Priority 5: School Engagement
Priority 7: Course Access

An explanation of why the LEA has developed this goal.

SOUL needs to improve access opportunities beyond high school. SOUL will collect, analyze, and evaluate student participation on an annual basis and make recommendations to increase engagement in career classes and/or hybrid classes.

- Incorporate career and technical education programs into the curriculum to give students experience in various fields
- Provide resources for resume building, employment applications, career exploration opportunities, and interview skills
- Assist students in developing a post-graduation plan to enter the workforce and/or pursue further education or training
- Establish partnerships to provide training and employment opportunities to students

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Expansion of CTE courses *Data Sources: Internal Course Catalog and Internal School Pathways*	Began offering Imagine Learning CTE courses in the Fall of 2023, 20 students enrolled in various CTE courses *Data Year 2023-2024*	Expanding CTE to 2 classes with more courses (Imagine Learning), 43 students enrolled in various CTE courses *Data Year 2024-2025*		CTE courses will expand to a total of 5 classes with 40 students participating.	Expanded CTE Classes and increased students enrolled +23 students
3.2	Student Participation in Hybrid classes, classes taught in conjunction with student's regular schedule *Source: Internal School Pathways*	Fall-Spring 2023-2024 37% of all students participated in Hybrid courses	Fall-Spring 2024-2025 52% of all students participated in Hybrid courses		50% of all students participated in Hybrid courses	Increased all students participated in Hybrid courses by 15% for a total of 52%
3.3	Increase Career Training and Opportunities *Source: Internal*	With help from Assigned Staff and/or Case Managers, students will create post- secondary plan *Data Year 2023-2024*	STEP program was successful this fall– 7 students graduated program with internships in the community and 8 through workforce in the Spring for a total of 15 *Data Year: 2024-2025*		100% of students will create a post-secondary plan. Seniors will perform exit interviews upon completion of graduation requirements.	Increased participation in workforce connection by 15
3.4	% of graduates completing A-G requirements *Source: CA Dashboard*	0% *Data Year: 2023-24 (New Metric)*	N/A		10%	N/A
3.5	% of graduates prepared for college/career *Source: CA Dashboard*	4.6% Prepared *Data Year: 2023-24 (New Metric))*	N/A		15% Prepared	N/A

Goal Analysis for LCAP 2024-2025

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

SOUL made significant progress in implementing our planned actions while adapting to emerging needs and challenges throughout the school year.

Successful Implementation:

Action 3.1, Develop Post-Secondary Plan, was successfully implemented with strong support from case managers and assigned staff.

Implementation Challenges

Action 3.1, Develop Post-Secondary Plan, has encountered challenges due to delays in finalizing the dual enrollment partnership with Fresno City College (FCC), which has slowed the expansion of college-level learning opportunities for students.

Action 3.2, Flexibility in Scheduling, aims to increase student attendance and engagement by offering more adaptable class schedules. While the initiative has shown promise, implementation has been challenged by delays in renovating the newly acquired adjacent building, which has limited the immediate expansion of flexible learning spaces.

Action 3.3, Expansion of CTE Courses, has been successful in increasing student engagement and career preparedness. However, implementation has faced challenges due to the absence of CTE credentialed staff on campus, limiting the ability to fully expand hands-on course offerings and industry-aligned instruction.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

SOUL did not experience any material differences between budgeted expenditures and estimated actual expenditures, nor between the planned and estimated actual percentages of improved services.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Based on our analysis of metrics and outcomes, the implementation of actions showed varying levels of effectiveness in achieving Goal 3, as demonstrated by both quantitative data and qualitative indicators.

Action 3.1, Development of Post-Secondary Plans, has been effectively implemented with strong support from assigned staff and case managers. As a result, 176 students created California Community College accounts, and a growing number of students have successfully rolled in college this year, reflecting SOUL's commitment to preparing students for life beyond high school. Due analysis of metrics and tcomes, this action is revised in prompt 4 to increase specificity and detailed strategies to ensure students have support in preparing for e after high school.

tion 3.2, Flexibility in Scheduling, has been effective in increasing student attendance and engagement by offering adaptable class hedules. However, full implementation has been limited by space constraints, as renovations to the newly acquired adjacent building are

taking longer than expected. Due analysis of metrics and outcomes, a more detailed and robust approach to increase student attendance, engagement and academic achievement and is modified as described in prompt 4.

Action 3.3, Expansion of CTE Courses, has been successful in increasing student engagement and career preparedness. This is evidenced by a rise in workforce participation, with 15 students actively involved in workforce connection opportunities, reflecting strong implementation and growing interest in real-world, career-aligned learning experiences. Due to analysis of metrics and outcomes, this action is revised in prompt 4 to expand CTE offerings to increase student engagement and career preparedness.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Based on our analysis, here are the planned adjustments for the 2024-27 LCAP cycle:

Metrics Modifications:

- Added 3.3: % of graduates completing A-G requirements

- Added 3.4: % of graduates prepared for college/career

Action Modifications:

- Revise Action 3.1: “Develop Post-Secondary Plan” by including FAFSA support, field trips to universities and colleges, graduation incentives and annual Career Fair to support all students especially foster and homeless youth.

- Revise Action 3.2: “Flexibility in Scheduling” to expand access to college level learning through dual enrollment partnership with FCC, hire 1-3 tutors to assist and monitor progress and provide targeted support for students to manage college level coursework.

- Revise Action 3.3: “Expansion of CTE courses” by paid internships within EOC, increase variety of CTE offerings and purchase portable classroom for CTE labs and hands on instruction.

These modifications align with our effectiveness analysis and implementation experiences from the current year.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Develop post-secondary plan	To support all students in preparing for life after high school—particularly those facing greater barriers such as foster and homeless youth—each student will work with assigned staff or case managers to develop a personalized post-secondary plan focused on college, career, or vocational pathways. • Provide one-on-one support to guide students through the creation of their post-secondary plans • Increase access to college through FAFSA application support and related incentives • Organize field trips to colleges and universities to expose students to a range of post-secondary options • Offer graduation incentives to motivate students to stay on track and complete high school Host an annual Career Fair to connect students with professionals and explore a variety of career pathways	527,295	Y
3.2	Flexibility in Scheduling	To increase student attendance, engagement, and academic achievement, SOUL will provide greater flexibility in class scheduling and expand access to college-level learning opportunities. This is action supports the 2023 Red Dashboard indicator for the Graduation Rates for all students, Socioeconomically Disadvantaged and Hispanic students. • Implement a flexible class schedule to better meet the diverse needs of students • Continue the High School Enrichment dual enrollment program in partnership with Fresno City College (FCC) • Hire 1–3 tutors to assist and monitor student progress in dual enrollment and high school enrichment courses • Provide targeted support to ensure students are successful in managing college-level coursework alongside high school requirements	$134,356	N

3.3	Expansion of CTE courses	To increase student engagement and career preparedness, SOUL will expand its Career and Technical Education (CTE) offerings to provide students with meaningful, hands-on learning experiences aligned to future career pathways. • Offer paid internships within the EOC for students who have completed CTE coursework • Increase the number and variety of CTE class offerings to better match student interests and local workforce needs Renovate adjacent building to expand classroom space to create additional space for specialized CTE labs and hands-on instruction	$211,326	Y

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for 2025-2026

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
816,104	$99,784

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
28.936%	0%	0%	28.936%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #(s)	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
Goal 1 Action 3	Growing population of English Language Learners (ELs), many of whom require targeted academic and language development support to succeed in a rigorous high school environment. These students often enter the school with varying levels of English proficiency and may face additional academic challenges due to interrupted or inconsistent schooling experiences.	Individualized academic support to all EL students through their assigned teachers. This support is informed by multiple data sources, including ELPAC assessment results, classroom performance, and teacher observations**.** Instruction is differentiated to address each student's unique needs in reading, writing, speaking, and listening, ensuring they have access to grade-level content while building English language proficiency.	To monitor the effectiveness of these supports, SOUL regularly reviews case plans for each EL student, tracks progress on the ELPAC, and evaluates the school's reclassification rate as key indicators of student growth and program impact. Teachers and support staff collaborate closely to adjust strategies based on ongoing formative assessment and language development data.
Goal 3 Action 1	SOUL had a 59% graduation rate in 2023–24, placing the school in the Red performance level for Graduation Rate for all students, including Socioeconomically Disadvantaged and Hispanic students. Foster and homeless youth face additional barriers to academic success and require targeted, relationship-based interventions to support high school completion.	These schoolwide actions are designed to improve graduation outcomes through individualized, flexible, and trauma-informed supports. Foster and homeless youth are assigned case managers who provide consistent mentorship, track academic progress, assess living conditions, and connect students with essential wraparound services (e.g., food, shelter, referrals). All students benefit from flexible class schedules, small group instruction, tutoring, and postsecondary planning aligned with their individual needs. These interventions are tailored to support the most vulnerable students, while addressing common barriers that impact graduation schoolwide.	We will monitor progress in through the review of student case plans, attendance and engagement data, academic progress reports and post-secondary planning outcomes. Case managers document ongoing student check-ins and support services provided, and the school collects feedback from students and educational partners to further refine and improve support strategies.

Goal 3 Action 3	At SOUL, over 94% of students are identified as low-income, and many have experienced chronic academic disruption due to trauma, housing instability, inconsistent attendance, and limited access to basic resources. Foster and homeless youth face especially acute challenges that often result in disengagement from traditional academic pathways. By expanding access to meaningful career pathways, students can see a clear link between school and their future.	This schoolwide action expands Career and Technical Education (CTE) opportunities to increase engagement, promote skill development, and offer alternative pathways to postsecondary success. SOUL will offer paid internships through the EOC for students who complete CTE coursework, increase the variety and relevance of CTE course offerings, and renovate adjacent space to support lab-based instruction and hands-on learning. These actions are designed to create meaningful, career-aligned experiences that reconnect students to learning, provide a sense of purpose, and equip them with tangible skills for the workforce or further training.	CTE course enrollment and completion, internship participation data, student surveys on career interest and relevance, usage of renovated CTE labs, and re-engagement indicators (attendance, course completion, case manager notes).

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
N/A	N/A	N/A	N/A

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

N/A

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

School of Unlimited Learning (SOUL) is a single school LEA with a greater than 55% unduplicated pupil population that will use the additional concentration grant add-on to increase the number of staff providing direct services to students through the following action:

Goal 3, Action 3.1: Develop post-secondary plan. To support all students in preparing for life after high school—particularly those facing greater barriers such as foster and homeless youth—each student will work with assigned staff or case managers to develop a personalized post-secondary plan focused on college, career, or vocational pathways

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	Not applicable for charter schools.	Not applicable for charter schools.
Staff-to-student ratio of certificated staff providing direct services to students	Not applicable for charter schools.	Not applicable for charter schools.

2024-25 Annual Update Table

Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	$ 959,963	$ 959,963

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1	Extend Class Appointments to provide support for Reading and Math	Yes	$ 45,245	$ 45,245
1	2	Collaboration for Improved Instruction	Yes	$ 218,231	$ 218,231
1	3	Professional Development and Coaching to support English Language Development	Yes	$ 52,523	$ 52,523
2	1	Parent Meetings	Yes	$ 22,954	$ 22,954
2	2	Community Engagement Opportunities for Students	Yes	$ 99,193	$ 99,193
2	3	Communication	Yes	$ 125,841	$ 125,841
2	4	Educational Partner Feedback	Yes	$ 53,077	$ 53,077
3	1	Develop post-secondary plan	Yes	$ 191,185	$ 191,185
3	2	Flexibility in scheduling	Yes	$ 37,545	$ 37,545
3	3	Expansion of CTE courses	Yes	$ 114,169	$ 114,169
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -

2024-25 Contributing Actions Annual Update Table

6. Estimated Actual LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Actual Percentage of Improved Services (%)	Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
$ 786,245	$ 951,224	$ 951,224	$0.00 - No Difference	0.000%	0.000%	0.000% - No Difference

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1	Extend Class Appointments to provide support for Reading and Math	Yes	$ 45,245	$ 45,245.00	0.000%	0.000%
1	2	Collaboration for Improved Instruction	Yes	$ 218,231	$ 218,231.00	0.000%	0.000%
1	3	Professional Development and Coaching to support English Language Development	Yes	$ 48,523	$ 48,523.00	0.000%	0.000%
2	1	Parent Meetings	Yes	$ 18,215	$ 18,215.00	0.000%	0.000%
2	2	Community Engagement Opportunities for Students	Yes	$ 99,193	$ 99,193.00	0.000%	0.000%
2	3	Communication	Yes	$ 125,841	$ 125,841.00	0.000%	0.000%
2	4	Educational Partner Feedback	Yes	$ 53,077	$ 53,077.00	0.000%	0.000%
3	1	Develop post-secondary plan	Yes	$ 191,185	$ 191,185.00	0.000%	0.000%
3	2	Flexibility in scheduling	Yes	$ 37,545	$ 37,545.00	0.000%	0.000%
3	3	Expansion of CTE courses	Yes	$ 114,169	$ 114,169.00	0.000%	0.000%
				$ -	$ -	0.000%	0.000%
				$ -	$ -	0.000%	0.000%
				$ -	$ -	0.000%	0.000%
				$ -	$ -	0.000%	0.000%
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				$ -	$ -	0.000%	0.000%
				$ -	$ -	0.000%	0.000%
				$ -	$ -	0.000%	0.000%
				$ -	$ -	0.000%	0.000%
				$ -	$ -	0.000%	0.000%

2024-25 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
$ 1,927,253	$ 786,245	0.000%	40.796%	$ 959,963	0.000%	49.810%	$0.00 - No Carryover	0.00% - No Carryover

2025-2026 Total Planned Expenditures Table

LCAP Year (Input)	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
2025-2026	$ 2,820,412	$ 816,104	28.936%	0.000%	28.936%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$ 2,792,053	$ 250,494	$ 5,000	$ 509,252	$ 3,556,799.00	$ 2,335,214	$ 1,221,585

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1	Intervention Supports	All	No	Schoolwide	All	All Schools	Ongoing	$ 1,661,956	$ 191,331	$ 1,671,956	$ 10,000	$ -	$ 171,331	$ 1,853,287
1	2	Technology Supports	All	No	Schoolwide	All	All Schools	Ongoing		$ 284,400	$ 164,400	$ 120,000	$ -		$ 284,400
1	3	Professional Development (PD) and Coaching to Support English Language Development	All	Yes	Schoolwide	English Learners and Low-Income	All Schools	Ongoing	$ 145,963	$ 321,922	$ 211,882	$ 100,000	$ -	$ 156,003	$ 467,885
2	1	Increased Parent Supports and Communications	All	No	Schoolwide	N/A	All Schools			$ 35,000	$ 35,000		$ -	$ -	$ 35,000
2	2	Community Engagement Opportunities for Students	All	No	Schoolwide	All	All Schools	Ongoing		$ 35,000	$ 10,000	$ 10,000	$ 5,000	$ 10,000	$ 35,000
2	3	Educational Partner Feedback	All	No	Schoolwide	N/A	All Schools	Ongoing	$ -	$ 8,250	$ 8,250	$ -	$ -	$ -	$ 8,250
3	1	Develop Post Secondary Plan	All	Yes	Schoolwide	English Learners and Low-Income	All Schools	Ongoing	$ 527,295	$ -	$ 527,295	$ -	$ -		$ 527,295
3	2	Flexibility in scheduling	All	No	Schoolwide	All	All Schools	Ongoing		$ 134,356			$ -	$ 134,356	$ 134,356
3	3	Expansion of CTE courses	All	Yes	Schoolwide	English Learners and Low-Income	All Schools	Ongoing	$ -	$ 211,326	$ 163,270	$ 10,494	$ -	$ 37,562	$ 211,326
									$ -	$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -	$ -
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									$ -	$ -	$ -	$ -	$ -	$ -	$ -
									$ -	$ -	$ -	$ -	$ -	$ -	$ -

2025-2026 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
$ 2,820,412	$ 816,104	28.936%	0.000%	28.936%	$ 902,447	0.000%	31.997%	Total:	$ 902,447
								LEA-wide Total:	$ -
								Limited Total:	$ -
								Schoolwide Total:	$ 902,447

Goal #	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1	Intervention Supports	No	Schoolwide		All Schools	$ -	0.000%
1	2	Technology Supports	No	Schoolwide		All Schools	$ -	0.000%
1	3	Professional Development (PD) and Coaching to Support English Language Development	Yes	Schoolwide	English Learners and Low-Income	All Schools	$ 211,882	0.000%
2	1	Increased Parent Supports and Communications	No	Schoolwide		All Schools	$ -	0.000%
2	2	Community Engagement Opportunities for Students	No	Schoolwide		All Schools	$ -	0.000%
2	3	Educational Partner Feedback	No	Schoolwide		All Schools	$ -	0.000%
3	1	Develop Post Secondary Plan	Yes	Schoolwide	English Learners and Low-Income	All Schools	$ 527,295	0.000%
3	2	Flexibility in scheduling	No	Schoolwide		All Schools	$ -	0.000%
3	3	Expansion of CTE courses	Yes	Schoolwide	English Learners and Low-Income	All Schools	$ 163,270	0.000%
							$ -	0.000%
							$ -	0.000%
							$ -	0.000%
							$ -	0.000%
							$ -	0.000%
							$ -	0.000%
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							$ -	0.000%
							$ -	0.000%

Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [*EC*] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (*EC* Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).

- Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).
    - **NOTE:** As specified in *EC* Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to *EC* Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, *EC* Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.
- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023 and Senate Bill 153, Chapter 38, Statues of 2024.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

> Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- LEAs may also provide information about their strategic plan, vision, etc.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;

- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

EC Section 52064.4 requires that an LEA that has unexpended Learning Recovery Emergency Block Grant (LREBG) funds must include one or more actions funded with LREBG funds within the 2025-26, 2026-27 and 2027-28 LCAPs, as applicable to the LEA. To implement the requirements of *EC* Section 52064.4, all LEAs must do the following:

- For the 2025–26, 2026–27, and 2027–28 LCAP years, identify whether or not the LEA has unexpended LREBG funds for the applicable LCAP year.
    - If the LEA has unexpended LREBG funds the LEA must provide the following:
        - The goal and action number for each action that will be funded, either in whole or in part, with LREBG funds; and
        - An explanation of the rationale for selecting each action funded with LREBG funds. This explanation must include:
            - An explanation of how the action is aligned with the allowable uses of funds identified in *EC* Section 32526(c)(2); and
            - An explanation of how the action is expected to address the area(s) of need of students and schools identified in the needs assessment required by *EC* Section 32526(d).
                - For information related to the allowable uses of funds and the required needs assessment, please see the Program Information tab on the LREBG Program Information web page.
            - Actions may be grouped together for purposes of these explanations.
            - The LEA may provide these explanations as part of the action description rather than as part of the Reflections: Annual Performance.
    - If the LEA does not have unexpended LREBG funds, the LEA is not required to conduct the needs assessment required by *EC* Section 32526(d), to provide the information identified above or to include actions funded with LREBG funds within the 2025-26, 2026-27 and 2027-28 LCAPs.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA

engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

School districts and COEs: *EC* Section 52060(g) and *EC* Section 52066(g) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: *EC* Section 47606.5(d) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite ncils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. rmation and resources that support effective engagement, define student consultation, and provide the requirements for advisory group nposition, can be found under Resources on the CDE's LCAP webpage.

ore the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see *Education Code* Section 52062;
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see *Education Code* Section 52068; and
- For charter schools, see *Education Code* Section 47606.5.
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.

- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.

- For the purposes of this prompt, this may also include, but is not necessarily limited to:

    - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
    - Inclusion of metrics other than the statutorily required metrics
    - Determination of the target outcome on one or more metrics
    - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
    - Inclusion of action(s) or a group of actions
    - Elimination of action(s) or group of actions
    - Changes to the level of proposed expenditures for one or more actions
    - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
    - Analysis of effectiveness of the specific actions to achieve the goal
    - Analysis of material differences in expenditures
    - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
    - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

l-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to omplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected comes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for as to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected comes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
    - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The *LCFF State Priorities Summary* provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.

- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.

- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school's educators.
    - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,

- The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
  - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: *EC* Section 42238.024(b)(1) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.
- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals**: For each Equity Multiplier goal, the LEA must identify:
    - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
    - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.
- **Required metrics for actions supported by LREBG funds**: To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include at least one metric to monitor the impact of each action funded with LREBG funds included in the goal.
    - The metrics being used to monitor the impact of each action funded with LREBG funds are not required to be new metrics; they may be metrics that are already being used to measure progress towards goals and actions included in the LCAP.

Complete the table as follows:

Metric #

- Enter the metric number.

Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.
    - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
    - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
    - Indicate the school year to which the baseline data applies.
    - The baseline data must remain unchanged throughout the three-year LCAP.
        - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
        - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.

- Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26**. Leave blank until then.	Enter information in this box when completing the LCAP for **2026–27**. Leave blank until then.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26** and **2026–27**. Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. “Effective” means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as “Not Applicable.”

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
    - Include a discussion of relevant challenges and successes experienced with the implementation process.
    - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
    - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
    - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
    - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
    - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
        - The reasons for the ineffectiveness, and
        - How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
    - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
    - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
    - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496 in the Increased or Improved Services section of the LCAP.

***Actions for Foster Youth*:** School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

For English Learners and Long-Term English Learners

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
    - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
    - Professional development for teachers.
    - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.

For Technical Assistance

- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

For Lowest Performing Dashboard Indicators

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
    - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each

student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.

- These required actions will be effective for the three-year LCAP cycle.

For LEAs With Unexpended LREBG Funds

- To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include one or more actions supported with LREBG funds within the 2025–26, 2026–27, and 2027–28 LCAPs, as applicable to the LEA. Actions funded with LREBG funds must remain in the LCAP until the LEA has expended the remainder of its LREBG funds, after which time the actions may be removed from the LCAP.
  - Prior to identifying the actions included in the LCAP the LEA is required to conduct a needs assessment pursuant to *EC* Section 32526(d). For information related to the required needs assessment please see the Program Information tab on the LREBG Program Information web page. Additional information about the needs assessment and evidence-based resources for the LREBG may be found on the California Statewide System of Support LREBG Resources web page. The required LREBG needs assessment may be part of the LEAs regular needs assessment for the LCAP if it meets the requirements of *EC* Section 32526(d).
  - School districts receiving technical assistance and COEs providing technical assistance are encouraged to use the technical assistance process to support the school district in conducting the required needs assessment, the selection of actions funded by the LREBG and/or the evaluation of implementation of the actions required as part of the LCAP annual update process.
  - As a reminder, LREBG funds must be used to implement one or more of the purposes articulated in *EC* Section 32526(c)(2).
  - LEAs with unexpended LREBG funds must include one or more actions supported by LREBG funds within the LCAP. For each action supported by LREBG funding the action description must:
    - Identify the action as an LREBG action;
    - Include an explanation of how research supports the selected action;
    - Identify the metric(s) being used to monitor the impact of the action; and
    - Identify the amount of LREBG funds being used to support the action.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero ($0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***
- **Goal #**: Enter the LCAP Goal number for the action.
- **Action #**: Enter the action's number as indicated in the LCAP Goal.
- **Action Title**: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.

- **Contributing to Increased or Improved Services?:** Type “Yes” if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type “No” if the action is **not** included as contributing to meeting the increased or improved services requirement.

- If “Yes” is entered into the Contributing column, then complete the following columns:

    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.

    - **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.

    - **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools.” If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans.” Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.

- **Time Span**: Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year,” or “2 Years,” or “6 Months.”

- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.

- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).

    - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.

- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.

    - **Note:** Equity Multiplier funds must be included in the “Other State Funds” category, not in the “LCFF Funds” category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to

replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
    - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

      For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures**: Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions**: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
    - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been $169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of $169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
    - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
    - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**
    - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
    - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**

- This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).

- **5. Total Planned Percentage of Improved Services (%)**
  - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
  - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**
  - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**
  - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**
  - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

    The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.
- **13. LCFF Carryover — Percentage (12 divided by 9)**
  - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

Fresno Unified School District

Preparing Career Ready Graduates

Fresno Unified School
Comprehensive Safe School Plan
(Education Code Section 32280-32288)
At School of Unlimited Learning
CDS Code
10-62166-1030642
From: 2025 TO 2026

FUSD Core Belief: A safe learning and working environment is crucial to student learning.

Contact Person: Courtney Griffin

Position: Safe School Plan Coordinator

Telephone Number: 559-500-0954 E-Mail address: courtney.griffin@fresnoeoc.org

Fresno Unified School District

Preparing Career Ready Graduates

Fresno Unified School District
Comprehensive Safe School Plan

Board of Education

Valerie F. Davis, Board President Amy Xiong, Liaison
Veva Islas, Clerk Maria Sandoval, Liaison
Keisha Thomas, Trustee Jacqueline Cruz, Liaison
Elizabeth Jonasson Rosas, Trustee Brandalyn Hastings, Liaison
Andy Levine, Trustee Michele Rodriguez, Liaison
Claudia Cazares, Trustee Jade Johannes, Liaison
Susan Wittrup, Trustee Alexis Cortez Lopez, Liaison

Interim Superintendent of Schools

Mao Misty Her

Executive Officer, Health Services, Safety and Emergency Response

Amy Idsvoog

Executive Director, Risk Management

Stacey Sandoval

District Manager II
Charlene Cardoza

Purpose and Scope
The Fresno Unified School District (FUSD) Comprehensive Safe School Plan (CSSP) provides guidance and direction to principals, faculty and staff who have emergency management responsibilities. The ERP along with the School Comprehensive Safe School Plan shall be used during an emergency incident involving a FUSD School facility.

Key Emergency Contact
After contacting 911, it is imperative during an emergency to contact Vanessa Ramirez, Emergency Response Manager, 559-443-9644, as quickly as possible. Vanessa will respond immediately and alert the appropriate members of the District Safety Team.

Safe School Leadership Team (SSLT)
Each FUSD facility and administrative site will have a Safe School Leadership Team (SSLT) to take charge of the emergency, respond effectively, protect the occupants of the facility and reduce the risk of physical injury, property damage and business interruption. The team consist of the Principal and/or designee, office manager, school nurse, SRO / Probation Officer (if applicable), certificated and classified employee. Each person has an alternate should they not be on campus.

Standardized Emergency Management System (SEMS) is the system required by Government Code 8607(a) for managing response to multi-agency and multi-jurisdiction emergencies in California. SEMS consists of five organizational levels, which are activated as necessary: **Field Response, Local Government, Operational Area, Regional and State.**

The school site Safe School Leadership Team (SSLT) carries out the Field Response level of crisis and emergency management, the District School Safety Team functions at the Local Government level in this system. By organizing our crisis response plans according to SEMS, both school sites and the District are positioned to integrate services when an incident occurs on an area, regional or state level.
By standardizing key elements of the emergency management system, SEMS is intended to:

- ❑ Facilitate the flow of information within and between levels of the system,
- ❑ Facilitate coordination among all responding agencies.

Use of SEMS will improve the mobilization, deployment, utilization, tracking, and demobilization of needed mutual aid resources. Use of SEMS will reduce the incident of poor coordination and communications, and reduce resource ordering duplication on multi-agency and multi-jurisdiction responses. SEMS is designed to be flexible and adaptable to varied disasters that occur in California and to the needs of all emergency responders.

Essential Management Functions: SEMS has five essential functions adapted from Incident Command System (ICS). The Field Response uses the five primary ICS functions: **Command, Operations, Planning/Intelligence, Logistics, and Finance/Administration.** The term management is used instead of command at all levels except Field Response. The titles of the other functions remain the same at all levels.
Under the SEMS, tasks are delegated to members of the SSLT to successfully handle critical incidents. The SSLT member is then responsible for the task assigned and serves as the manager of the task. This type of delegation allows each manager to focus on just one or two aspects of the incident. These managers then provide information to the incident commander (principal) and assist them in making informed decisions. Using this organizational system during a critical incident creates clear communication channels that will reduce the amount of confusion and chaos.

Permanently assigning specific areas of responsibility to members of the Safe School Team provides each member with the opportunity to specialize in the management of his/her area.

The SEMS can also address the uncertainty of exactly who will be in the building during an emergency. When assigning the management of critical roles in the SEMS, always assign an alternate for each role to assure coverage. This may require some individuals to be responsible for more than one task if the primary manager were out of the building. While the SEMS identifies roles for the members of the SSLT, all school faculty members should know their specific functions during an emergency. Teachers with students in class will have specific functions, as will teachers not in charge of a class when an emergency occurs. It is imperative to emergency operations that SEMS roles and responsibilities are assigned and understood by the Safe School Leadership Team members. The Roles & Responsibilities outlined above in this document will also assist the Incident Commander if one or more team members/alternates are not available. City emergency responders use the SEMS to manage emergency events. Because of this, a school with assigned roles for administrators and teachers will be able to work more efficiently with city agencies.

1) Child Abuse – See Board Policy 5141.4

2) Disciplinary Steps (Ed. Code 48975©, Ed. Code 35291, Ed. Code 35291.5) – See Board Policy 5131, 5131.4, 5137, 5142, 5144, 5144.1

3) Teacher Notification of Dangerous Pupils – See Board Policy 4158, 4258, 4358

4) Discrimination / Sexual Harassment – See Board Policy 4119.11, 4219.11, 4319.11, 5145.7

5) Dress Code – See Board Policy 5131, 5132, 5136

6) Hate Crime Reporting – See Board Policy 5131, 5145.9

Directions

1. **Establish:**

   - ✓ **Safe School Leadership Team**
   - ✓ **Safety Walk**
   - ✓ **Threat Assessment Team/Student Wellness Team**
   - ✓ **First Aid Responders**
   - ✓ **Pandemic Influenza Management Plan with reunification team and on campus location established for student/parent reunification.**

2. **Complete School Safety Walk**

3. **Stage 1 Site Evacuation maps are developed by Maintenance. If you need to adjust your evacuation map, please notify Gregory Cortez at Gregory.Cortez@fresnounified.org**

4. **Stage 2 Off campus evacuation (map of site and plan).**

5. **Establish:**
   - ✓ **2025-2026 Fire Drill Schedule – Once per month at the elementary and middle school level and three times per year at the high school. (before/after school, lunch, instructional time)**
   - ✓ **2025-2026 Lockdown drill – Four times per school year, One per quarter. – (before school, after school, lunch time and instructional time).**
   - ✓ **2025-2026 Earthquake Drill (Duck and Cover once a quarter at the elementary and middle school level and two times at the high school)**
   - ✓ **2025-2026 Reunification Drill – Two times during the school year**
   - ✓ **School Phone Tree**
   - ✓ **Visibility of staff deployment plan**

6. **Update the templates of the plan to reflect current areas of responsibility at your site.**

7. **Work closely with the school site council. Remember the school site council has the responsibility of approving the final plan and must be involved in its development. (SSC meeting for approval must be prior to March 1.) Please calendar a meeting in January or February to discuss and approve plan.**

8. **Submit electronically your Comprehensive Safe School Plan to Charlene.Cardoza@fresnounified.org ,Safety Manager II. Completed plans must be submitted no later than March 1 of the school year.**

Safe School Leadership Team

Please note that the Safe School Leadership Team functions have been organized to align with the District Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). Depending on staff available, team members may serve multiple roles. For example, the Principal may serve as both incident commander and Operations officers etc.

In the event of an emergency, the Safe School Leadership Team should report to a designated location to oversee and provide directions during the emergency. The principal and/or designee in charge are to facilitate the following: (1) secure the area, (2) check for damage, (3) assess injury situations, and (4) report findings to the instructional Superintendent. Safe School Leadership Team is listed below.

Safe School Leadership Team

		Name	Phone
Incident Command	Principal	Dion Varnado	559-500-5076
	1. Alternate	Courtney Griffin	559-500-0954
	2. Alternate	Rena Failla	559-500-0961
Planning/Intelligence	Office Manager	Marilyn Wheeler	559-500-0947
	1. Alternate	Shannon Sani	559-570-0530
	2. Alternate	Mehan Ballard	559-570-0450
Operations	Principal	Dion Varnado	559-500-5076
	1. Alternate	Courtney Griffin	559-500-0954
	2. Alternate	Sandy Lomelino	559-500-0980
Logistics	Plant Coordinator	Dion Varnado	559-500-5076
	1. Alternate	Marilyn Wheeler	559-500-0947
	2. Alternate	Rena Failla	559-500-0961
Administration/Finance	Financial Officer	Leticia Rodriguez	559-263-1058
	1. Alternate	Salaam Nalia	559-263-1042
	2. Alternate	Dion Varnado	559-500-5076
Other	Guidance Counselor Coordinator	Rena Failla	559-909-4649
	1. Alternate	Luis Baca	559-500-5046

SCHOOL SAFETY WALK

After establishing your Safe School Leadership Team, the "Safety Walk" of your site must be done to assess safety conditions, emergency access, evacuation routes, PA system etc… This information is vital in the development of your Safety Plan. The "Safety Walk" should be done twice a year. Once at the start of the school year and once during the second semester.

Exterior of School Building	***Checked & in order***	***Needs Attention***	***J-Order in process***
Gates - lockable	x		
Fences - stable and no broken areas	X		
Appropriate school zone signs in position	X		
Free of graffiti	X		
External utilities secured and locked	X		
Roof hatches secured and locked	X		
Shrubs trimmed	X		
Doors and windows in working order and lockable from inside	X		
Outdoor lighting illuminates all areas of use during night hours	X		
Exterior security cameras have clear view, no blocking from landscape, trees, etc.	X		
Exterior security cameras in good working order where applicable	X		
PA system in good working order and has the ability to be used outdoors (i.e. field area)	X		
Playground equipment safe and fall-protection material placed on the ground below equipment	N/A		
Athletic facilities & external building are secured & illuminated at night	N/A		
Dumpsters and garbage cans are secured	X		
Parking lots are well-lit	X		
No parking zone within 5ft. of the building	X		
Sidewalks free from cracks and tripping hazards	X		
Fields are free from potholes	N/A		
Bike racks secured and placed in a locked cage	N/A		
Gym bleachers are safe and in working condition	N/A		

Interior of School	***Checked & in order***	***Needs Attention***	***J-Order in process***
Doors and windows are in working order and lockable from inside	X		
Exit lights in working order	X		
Universal evacuation signage is posted in every room near the door and in hallways	X		
The Central Monitoring Station's number is posted in every room	X		
Computer/server rooms secured and appropriately ventilated	X		
Hallways are free from obstructions (furniture, music instruments, large art displays etc.)	X		
Visitor pass protocol is in effect	X		
Staff wear ID badges	X		
Students are issued ID badges (grades 9-12)	X		
Classroom	***Checked & in order***	***Needs Attention***	***J-Order in process***
Classroom emergency guide is posted	X		
Emergency folder is easily accessible	X		
Evacuation map is posted	X		
Classroom phone has the emergency phone # sticker	X		
Doors and windows are lockable from the inside	X		
Peepholes are installed	X		
Equipment Needs	***Have enough***	***Need***	***How many?***
Vests	X		
Radios	X		
Crossing guard signs	X		
Cones for parking	X		
Caution signs	X		
Golf carts	N/A		
First aid kits	X		
Other			

BP 2250 Principal's Designee
NOTES:

Stage One (On Campus) / Stage Two (Off Campus) Evacuation Plans

Each site must have an evacuation plan that consists of two stages:

Stage One Evacuation: All students and staff are evacuated from buildings and stationed at a safe location on campus.

Stage Two Relocation: At the direction of the District Incident Commander, all students and staff are relocated to a determined location off campus at time of event. Coordinate with Transportation Department, Police and Fire Department. (Examples: gas leak, fallen aircraft.)

Stage One Evacuation Plans shall be based on the current "Key Plan" maps obtained from the Department of Maintenance and Operations SharePoint page, under Site Key Plans. Stage Two Evacuation Plans shall be created by the Safe School Leadership and can be created on Google Earth.
Include a map of the Stage One and Stage Two Evacuation Routes.

Evacuation Plan Checklist:

- ❑ Detailed campus diagrams that show:
  - Evacuation routes
  - Designated areas for each teacher and class
  - Areas of supervision
  - Transportation points (for both busses and autos)
  - Student Release area
  - Press area
- ❑ Teams
  - Crisis Response Team
  - Student Release Team
- ❑ Emergency cards (Always ready to be taken to student release area)
- ❑ Parent/Guardian sign out log or forms
- ❑ Impaired mobility list (Location of these students throughout the school day)
- ❑ Classroom evacuation materials (laminated guides, "go bags", binders or boxes that teachers will carry along with their roll books must be in a standard site in all classrooms. Recommended placement to be next to the classroom exit or teachers' desk).
- ❑ Communication Plan (How teachers will communicate to the Safe School Leadership team and visa versa)

Stage 2 Evacuation (Off Campus)

In the case of a Stage 2 Evacuation, Off-Campus Evacuation, all students/staff will travel to the following site and wait for instructions.

SITE – Dickey Playground
1515 E. Divisadero St.
Fresno, Ca. 93721
Contact Person: Dion Varnado Phone: 559-500-5076

Secondary Alternate Site

All Staff and Students 9th-12th
Fresno EOC Early Head Start Child Development Center
1441 E Divisadero St,
Fresno, Ca. 93721

Ed Code 7 Delegate of Powers

THREAT ASSESSMENT MANAGEMENT TEAM (TAMT)
(Student Wellness Team)

When a school identifies an individual or group that may pose potential harm to themselves or others, the school will convene their Threat Assessment Management Team (**TAMT**).

The task of the TAMT is to assess the level of threat posed; determine what level of response the school site will initiate; what district resources may be required and what response may be needed.

This team should work with outside agencies when making referrals under Welfare and Intuitions Code 5150.

The team will oversee and document the school site's response to threats, 5150 referrals and plan for monitoring or services that may need to occur after the crisis has passed.

When engaged in the FUSD 5150 referral process, this team becomes a Student Wellness Team. The team may expand at that point to include other staff, parents or whoever else may be required to monitor the student's well being when and if returned to school.

STAFF MEMBER	TITLE	ALTERNATE	ALTERNATE
Dion Varnado	Administrator	Principal, Assistant Principal or Designee	Sandy Lomelino
Rena Failla	Mental Health Professional	School Psychologist or Student Assistants, (SAP) Counselor, Counselor Trained in Threat Assessment	Nidia Vargas
Courtney Griffin	Law Enforcement	Security Staff	Michael Potts
Marilyn Wheeler	Principal Secretary	School Social Worker or other staff determined by the principal	Mong Vang

Each district site must have designated First Aid responders who are first to provide assistance when needed. **Annually, identify those staff members who have current training in CPR-First Aid-AED.** In an emergency, any staff member may provide assistance. Ensure that there are an adequate number of people trained in first aid in addition to the crisis response team.

The following staff members are designated emergency first aid responders for the **2025-2026** school year at School of Unlimited Learning Charter High School.

CPR/AED	FIRSTAID	Expiration	NAME	TITLE	Room/Phone
			Dion Varnado	Principal	559) 500-5076: Principal's Office
X	X	08/26	Sandy Lomelino	Vice Principal	(559) 500-0980:
X	X	08/26	Rena Failla	Guidance Counselor Coordinator	(559) 500-0961: Guidance Counselor Coordinator's Office
X	X	08/26	Courtney Griffin	Guidance Dean	(559) 500-0954: Guidance Dean Office
X	X	08/26	Marilyn Wheeler	Senior Administrative Assistant	(559) 500-0947: Administrative Assistant Office
X	X	08/26	Nidia Vargas	College and Career Advisor	(559) 549-9011: Career Center Office
			Kienan Clewis	Teacher	(559) 500-5049:
X	X	08/26	Michael Potts	School Services Technician	(559)777-5593: School Services Technician Office
X	X	08/26	Andrew Williams	Teacher	(559) 500-0981:
X	X	08/26	Shannon Sani	Teacher	(559) 500-5085:
X	X	08/26	Luis Baca	Teacher	(559) 500-5046:
X	X	08/26	Michael Cantu	Teacher	(559) 500-5047:
X	X	08/26	Mong Vang	Case Manager	(559) 777-5719: Case Manager Office
X	X	08/26	Meghan Ballard	Teacher	(559) 500-5057 Room 3
X	X	08/26	Johnny Vasquez	Teacher	(559) 570-0457
X	X	08/26	Gladys Banda	ELD Coordinator	(559) 777-5129: Theater
X	X	08/26	Zachary Reinhold	Teacher	(559) 500-5001: Room 2
X	X	08/26	Patricia Billeadeau	Data Resource Specialist	(559) 777-7956: Data Resource Specialist Office
X	X	08/26	Gloria Rodriguez	Attendance Secretary/Home School Liaison	(559) 570-0576: Front Reception
X	X	08/26	Carlos Custodio	Building Maintenance	(559) 570-0457: On-Site
x	x	08/26	Martin Mendez	Teacher	(559) 549-9011

X	X	08/26	Susan Hernandez	Registrar	(559) 777-7966: Registrar Office
X	X	08/25	Sean Sayles	Teacher	(559) (559) 500-0914:
			SOUL Main Number	**SOUL Main Office**	**(559) 500-1352**

AED (Automated External Defibrillator) Maintenance Checks

Please list the person(s) who will be responsible for the monthly AED maintenance check.

NAME Marilyn Wheeler	**TITLE** Senior Administrative Assistant

First Aid Responders Coverage (for those responsible for students)

In the case the First Aid Responders are activated, the following staff will be responsible to cover classes for those responding.

Name	Title	Room/Phone
Michael Potts	School Services Technician	(559) 777-5593 Theater and Rec Room
Mong Vang	Case Manager	(559) 777-5719 Rooms 1 and 2
Nidia Vargas	College and Career Advisor	(559) 549-9011 Rooms 3 and 4

Emergency First Aid Guidelines for California Schools is the guide for providing first aid.

The guidelines and first aid supplies are located in the health office. Additional supplies (red 1st aid bags) at the high schools are located in the boy's gym, girl's gym, and may also be in shop classes.

The guidelines chart contains Universal Precautions for blood borne pathogens. Any time an employee is involved in a possible blood exposure incident, it shall be reported as a Worker's Compensation incident.

CPR PRECAUTIONS

To minimize the risk of infectious disease transmission during emergency mouth-to-mouth resuscitation, mouthpieces, shields, pocket masks, or other ventilation devices shall be used. Such equipment shall be stored with first aid equipment in the health office.

Unless the scope of the crisis/first aid response is prohibitive, the appropriate student and/or the emergency employee accident reports are to be completed as per usual District policy.

IMMEDIATE CARE RESPONDERS

Identify all persons who are trained in monitoring and providing medical care for students with significant health conditions (severe allergies, severe asthma, diabetes, seizures, and specialized healthcare procedures, such as catheterizations, GT feeding etc.). Staff will need to provide for the medical needs of these students if they remain at school for a significant amount of time. Nurse to be responsible for training designated personnel every year to monitor and provide medical care for students with significant health conditions.

The following staff members are designated Immediate Care Responders for the **2024-2025** school year at the School of Unlimited Learning..

NAME	TITLE	ROOM/PHONE
Marilyn Wheeler	Senior Administrative Assistant	(559) 500-0947
Sandy Lomelino	Vice Principal	(559) 500-0980
Meghan Ballard	Teacher	(559) 570-0450

*a confidential list of all students in the category must be kept in nurse's office as well as with the school safety coordinator.

Each school has an Emergency First Aid Bag (for disaster only) stocked with first aid supplies. High schools have two bags. The "Emergency First Aid Guidelines for California Schools" and the Emergency Bags are located in the health office (high schools should store the second bag in the gym or shop areas or in the Safety Coordinators office.

Communication

List the modes of communicating with your staff in the case of a crisis.

Primary: In Person

Alternate: By Phone

Alternate: By Email

Fresno Unified School District

Pandemic Influenza Management Plan

The Fresno Unified School District Pandemic Influenza Management Plan consists of several components including the Fresno Unified School District Comprehensive Safe School Plan, Appendixes, Emergency Support Functions, Support Annexes, and Incident Annexes. The Pandemic Influenza Management Plan is one of several Incident Annexes and therefore serves to augment the FUSD Comprehensive Safe School Plan and other components. To ensure efficient and effective emergency management, the FUSD Pandemic Influenza Management Plan document must be implemented in its entirety.

PHASES OF A PANDEMIC

The World Health Organization (WHO), the medical arm of the United Nations, has developed a global influenza preparedness plan that includes a classification system for guiding planning and response activities for an influenza pandemic. This classification system is comprised of six phases of increasing public health risk associated with the emergence and spread of a new influenza virus subtype that may lead to a pandemic. The Director General of WHO formally declares the current global pandemic phase and adjusts the phase level to correspond with pandemic conditions around the world. For each phase, the global influenza preparedness plan identifies response measures WHO will take and recommends actions that countries around the world should implement.

Pandemic Phases	Public Health Goals	Fresno Unified School District Goals
Interpandemic Period		
Phase 1 – No new influenza virus subtypes detected in humans. An influenza virus subtype that has caused human infection may be present in animals. If present in animals, the risk of human infection or disease is considered low.	Strengthen influenza pandemic preparedness at all levels. Closely monitor human and animal surveillance data.	**Ensure that staff members and students are trained in preventative measures such as respiratory etiquette and universal precautions.**
Phase 2 – No new influenza virus subtypes detected in humans. However, a circulating animal influenza virus subtype poses substantial risk of human disease.	Minimize the risk of transmission to humans; detect and report such transmission rapidly if it occurs.	Minimize the risk of transmission to humans; ensure that staff members understand detection and reporting guidelines and report rapidly as required.

Pandemic Phases	Public Health Goals	Fresno Unified School District Goals
Pandemic Alert Period		
Phase 3 – Human infection(s) are occurring with a new subtype, but no human-to-human spread, or at most rare instances of spread to a close contact.	Ensure rapid characterization of the new virus subtype and early detection, notification, and response to additional cases.	Ensure all personnel are knowledgeable about the latest epidemiological information.
Phase 4 – Small cluster(s) of human infection with limited human-to-human transmission but spread is highly localized suggesting that the virus is not well adapted to humans.	Contain the new virus within limited foci or delay spread to gain time to implement preparedness measures, including vaccine development.	Review and update business continuity plans per Base Plan. Ensure that best practices for infection detection and control measures are followed. Ensure adequate resources for staff/student protection.
Phase 5 – Larger cluster(s) of human infection but human-to-human spread is localized, suggesting that the virus is becoming increasingly better adapted to humans, but may not yet be fully transmissible (substantial pandemic risk).	Maximize efforts to contain or delay spread to possibly avert a pandemic, and to gain time to implement response measures.	Ensure that FUSD is implementing best practice for social distancing techniques per LHO guidelines, including reducing the school activity calendar. Maximize communications with parents related to health and safety.
Pandemic Period		
Phase 6 – Pandemic is declared. Increased and sustained transmission in the general population.	Implement response measures including social distancing to minimize pandemic impacts.	Increase surveillance of staff/student health and attendance and implement administrative procedures to ensure adequate staffing for essential business and school functions. Follow LHO and FCOEDHS, social distancing, isolation, and quarantine measures. Ensure maximum support and education for ill and affected students.

Public Employees as Emergency Disaster Workers

During an emergency/crisis, the welfare of all district employees is as important as student wellbeing. However, employees become emergency service workers under the Emergencies and Disasters Preparedness Plan (Government Code 3100, AR 4212) which states, "A public employee becomes emergency service workers in the event of a declared emergency. This means that all school district employees will be required to work in this capacity in case a disaster occurs, and a state of emergency is declared".

If a state of emergency is declared, our employees must have a plan in place to address their personal and family needs while they are at work (during regular or extra duty). Please remind your staff of their district obligations and for them to develop their person/family needs plan in the case they are called upon for after hour duty.

1. Fresno Unified School District assumes the following responsibilities:

    a. Develop capabilities to implement non-medical measures to decrease the spread of disease throughout the school community as guided by the epidemiology of the pandemic and the Local Health Officer.

    b. Develop and implement pandemic preparedness activities and a business continuity plan aimed at maintaining the provision of educational services and limiting the spread of disease throughout the duration of a pandemic.

    c. Communicate with and educate the school community about approved public health practices and what each person can do to prepare or respond to minimize health risks.

    d. Develop and implement educational support plans for students who are isolated or quarantined and coordinate these plans with the social support plans developed by the Fresno County Department of Public Health and the Fresno County Office of Education Director of Health Services.

    e. Develop and implement support plans for Health Clinics designated to be used as "immunization clinics" or "flu clinics" to triage/evaluate and/or treat influenza patients not requiring hospital care.

2. Each Fresno Unified School assumes the following responsibilities:

    a. The Principal/Designee will develop a response plan that will:

        - Identify chain of command in case of illness with a minimum of 2 back ups.

        - Review and best practices for respiratory hygiene and universal precautions. Train all school staff, volunteers and students. Identify and procure needed resources.

        - Review procedures for sending ill individuals' home and make adjustments if necessary.

        - Report the number of staff and students daily absent with pandemic flu to Vanessa Ramirez, 559-443-9644.

- Designate office staff who will document actions taken.
- Working with Vanessa Ramirez, provide information to all stakeholders on the extent of infection at school site and potential changes that might take place at school.

b. Develop a recovery plan that provides for education support and emotional support for staff and students. If there is loss of life, implement procedures located in the Comprehensive Safe School Plan.

PARENT REUNIFICATION TEAM

Location (must be able to accommodate all parents) School Theater

- ✓ Select an appropriate location (per safety plan or other location that may be more appropriate given size of school). Consider entry, exit and ability to hold a significant number of people (e.g., multiple stations)
- ✓ Ensure that you have all the appropriate documentation such as sign out sheets, emergency cards, reunification form, as well as office supplies such as pens available.
- ✓ Post signs on tables to facilitate communications.
- ✓ Set up a photocopier (with power), telephone (or cell phones), a laptop and printer.
- ✓ Set up tables with appropriate signs:
  - a) 2 for reunification, Team #1 (matches form to emergency card, checks schedule, calls classroom and or sends escort to the classroom)
  - b) 2 for reunification of student to parent, Team #2 (Parents will sign out the release form for their child)
  - c) 1 table for health services/nurse at student-parent meeting location
- ✓ Have interpreters speaking Spanish and Hmong (hearing impaired on as-needed basis on site available to assist)

Please fill in your re-unification team members in the chart below assigning an emergency task from the letters (a-c) above. Please ensure the team lead is a strong member of your management team.

STAFF MEMBER	ALTERNATE	TITLE	EMERGENCY TASK (list corresponding letter from above)
Rena Failla	Susan Hernandez	Guidance Counselor Coordinator	a
Sandy Lomelino	Nidia Vargas	Vice Principal	b
Marilyn Wheeler	Courtney Griffin	Senior Administrative Assistant	c

SCHOOL SITE PERSONNEL DUTIES AND RESPONSIBILITIES

In the event of a major disaster, there is no guarantee that emergency medical or fire personnel will be able to immediately respond to school sites. Therefore, the **school staff must be prepared to ensure the care and safety of students during the first several hours after a major disaster without outside assistance.** It is critical to determine *who* does *what, where,* and *how*—before such a disaster occurs.

Principal/Safe School Leadership Team

1. Acts as the liaison between the school site and central office and maintains communication with appropriate central office staff and/or local law enforcement agencies, fire department, and medical assistance agencies as appropriate.

2. Posts and regularly updates Safe School Leadership Team information and the emergency phone numbers, emergency first aid responders, and chemical inventory lists.

3. Ensures Safe School Leadership Team members are knowledgeable of location of shut-off valves and how to turn them off. **Do not attempt to turn utilities back on yourself.**

4. Ensures that all staff are trained to carry out responsibilities during disaster and drill procedures; encourages teachers to work in teams through a buddy system.

5. Establishes a communications system consisting of the following elements:

   a. System of specific disaster warning signals that are well known to staff and students and includes both bell and voice signals.
   b. Alternate system for written communication with staff in the event voice-to-voice communication is not available.
   c. Designate and enforce exclusive use of a telephone line and number to be used only by the Principal (or authorized person) and the Superintendent (or designee).
   d. A communication Center in a location accessible to parents, interested community members, and media to handle inquiries, rumor control, and information in an orderly fashion.

The following guidelines should be adhered to:

- Include a sign-in sheet for all media to complete. (PC 627.2)
- Notify the Central Monitoring Station at 73831 (or 457-3831 from an outside line) of the emergency and media response. Notify Vanessa Ramirez, at 443-9644 who will notify the Instructional Superintendent(s) and the Emergency Planning Manager.
- Follow the directions of the Instructional Superintendent. Only the Superintendent or designee and Vanessa Ramirez, Emergency Response Manager, or designee is authorized to release information. **All other personnel should cordially refer the media to the Communications Office (457-3733).**
- Designate a person to record incidents for documentation purposes including debriefing.

6. Ensure that the emergency phones are in working order and that precautions are taken to keep that number private.

7. Ensures that each classroom or homeroom maintains a current emergency card system for every student (i.e., copies of emergency card or other effective system, which summarizes the information on the emergency card). (See Student Release Team page)

8. Establishes a student release system that will facilitate an organized method to release individual students to authorized adults only.

9. Assigns the following duties to school staff:
   a. Patrol entrances to direct emergency personnel, parents, district staff, and media to appropriate areas, and prohibit unauthorized persons from entering campus.
   b. Monitor/supervise halls and corridors to maintain a safe and secure environment.
   c. Conduct search-and-rescue operations to systematically search every room to locate trapped/injured persons and to recover critical supplies and equipment.
   d. Establish/coordinate Communication Center.
   e. Administer first aid.
   f. Work with emergency medical triage teams to identify injured students and staff and to record ambulance destinations.
   g. Supervise Student Release Procedures.
   h. Check building utility systems and appliances for damage.

10. Schedules regular emergency drills and reviews the emergency plan with staff, students, and parents and to schedule regular site inspections for safety hazards.

11. Plans alternate classroom evacuation routes if standard routes are obstructed.

12. Ensures that other personnel who provide services to students and staff are aware of emergency procedures.

13. Reviews and updates the site-level plan annually, with particular attention to the unique characteristics of the site.

14. Inform any satellite programs (on or adjacent to your site) of the emergency immediately. (Example: Parenting Center, Pre-school, Special Needs Program).

PC 627.2 Registration by Outsider
Ed Code 32211 Threatened disruption/interference with students
BP 1112(a) CF Visits to Schools

Per Board Policy 6114.1 ***The principal shall also hold fire drills at least once a month at the elementary and intermediate level, and not less than three times every school year at the secondary level. (At least one drill during the time of: before/after school, lunch, instructional time).***

2025-2026 Fire Drill Schedule

Month	Date	Time	
July			
August			
September			
October	October 16, 2025	11:00 a.m. (Instructional Time)	
November			
December			
January	January 29, 2026	12:30 p.m. (Lunch)	
February			
March			
April	April 23, 2026	3:15 p.m. After School	
May			
June			

2025-2026 Lockdown Drill Schedule / 4 Drills for the School Year

Semester	Date	Time	
Before School	September 18, 2025	7:15 a.m.	
Lunch	November 27, 2025	12:15 p.m.	
Instructional Time	February 26, 2026	11:55 a.m.	
After School	April 23 2026	2:30 p.m.	

2025-2026 Earthquake Drill Schedule

Per AR 3516.3 Drop, Cover and Hold procedures shall be practiced at least once each school quarter in elementary schools and at least once each semester in secondary schools. (Education Code 32282)

Date	Time		
October 2025 – Great California Shake Out	October 16, 2025 10:16 a.m..		

2025–2026 Reunification Drill

First Semester	Date	Time
	November 6, 2025	12:15 p.m.
Second Semester	**Date**	**Time**
	February 5, 2026	2:40 p.m.

As soon as the drill is completed fill out the Drill Reporting Template that has been sent out to the Safety Coordinator for your site.

Imminent Danger / Lockdown Procedure / RUN-HIDE-FIGHT

An extreme emergency exists when one or more of the following situations occur on campus: (1) drive-by shooting/show-by, (2) armed intruder/assailant on campus, (3) mass protest, or (4) helicopter searches or SWAT team operations.

1. Imminent Danger Signal – A verbal Lockdown call will be made over the PA system and over the two-way radios to signal staff to lock down. Remember, ***RUN-HIDE-FIGHT*** *in the event of an Active Assailant.* ***RUN:*** *If a safe path is available.* ***HIDE:*** *If you cannot get out safely.* ***FIGHT:*** *If your life is in danger.* An announcement over the PA System will be made to indicate when the lockdown is lifted.
2. The school nurse will be in charge of emergency first aid: the library or other designated area will be utilized as a gathering place (if other than library, indicate gathering place: School Recreation Room
   In the nurse's absence Marilyn Wheeler will be in charge.
3. The Office Manager will maintain phone communication with the district office and Central Monitoring Station for internal communications.
4. Rena Failla will serve as emergency locator to notify parents, guardians, and/or doctors of injured persons.
5. The Principal or designee will identify a person to serve as public information contact under the direction of the District Communications Office
6. The Plant Coordinator will be responsible for locking all lavatory doors, cafeteria doors, office doors, and gates as directed.
7. Teachers who are unassigned should assemble in the staff lunchroom or other designated meeting room for instructions.
8. When the imminent danger signal is given, teachers should take the following actions:
   - Proceed immediately to homerooms
   - Direct as many students as possible into rooms
   - Supervise the area outside room until students are in rooms
   - Lock doors and follow classroom emergency guide instructions
   - Students in rooms are to be seated on the floor with sign-up sheets provided so that each student accounts for his/her presence in the room
   - Notify the front office of any additional outbreaks
   - Students are to remain in the classroom until the all-clear signal is given
9. If gunfire is heard, everyone should be instructed to get under desks and away from windows.
10. School staff should stay until the crisis is declared over

State of California Government Code,
Chapter 8, Division IV, Title I
The State of California Government Code States: that all public employees become emergency service workers in the event of a declared emergency. This means that all school district employees will be required to work in this capacity in case a disaster occurs, and a state of emergency is declared.

PHONE TREE

Once it is verified that a crisis exists, the building administrator or designee sets the phone tree in motion. When a crisis occurs during weekends, vacation periods, or when a large number of staff is away from the school, it will be necessary to transmit information via a phone tree. At other times, when crises occur when school is in session, only the people outside the school building need to be contacted via telephone.

Dion Varnado
Principal/Chief Academic Officer

Sandy Lomelino
Vice Principal

Marilyn Wheeler
Senior Administrative Assistant

Rena Failla
Guidance Counselor Coordinator

Susan Hernandez
Mong Vang
Andrew Williams
Zachary Reinhold

Michael Potts
School Services Technician

Gladys Banda
Kienan Clewis
Patricia Billeadeau
Sean Sayles

Nidia Vargas
College and Career Advisor

Shannon Sani
Gloria Rodríguez
Carlos Custodio
Martin Mendez

Courtney Griffin
Guidance Dean

Luis Baca
Johnny Vasquez
Michael Cantu
Esperanza Trevino

Campus Visibility Deployment of Staff

High School Campus	Name	Before/After School Location	Lunch Location	Passing Location
Principal	Dion Varnado	Upstairs Near classrooms	Rec Room	Upstairs Classroom Area
Guidance Dean	Courtney Griffin	Outside Entrance of School	Recreation Room	Downstairs Reception Area
School Services Technician	Michael Potts	Recreation Room/Outside Entrance	Recreation Room	Downstairs Theater/Rec Room
Data and Resource Specialist	Patricia Billeadeau	Downstairs Theater Area	Outside/Back of School	Downstairs Theater/Rec Room
Guidance Counselor Coordinator	Rena Failla	Recreation Room/Downstairs	Recreation Room	Upstairs Classroom Area
Case Manager	Mong Vang	Outside Entrance of School	Recreation Room	Upstairs Classroom Area
College and Career Advisor	Nidia Vargas	Upstairs Classroom Area	Upstairs Classroom Area	Upstairs Classroom Area
Senior Administrative Assistant	Marilyn Wheeler	Upstairs near classrooms	Upstairs near classrooms	Upstairs Classroom Area
ELD Coordinator	Gladys Banda	Upstairs Classroom Area	Upstairs Classroom Area	Upstairs Classroom Area
Vice Principal	Sandy Lomelino	Upstairs Classroom Area	Upstairs Classroom Area	Upstairs Classroom Area
Registrar	Susan Hernandez	Recreation Room	Recreation Room	Recreation Room
Teacher	Andrew Williams	Upstairs Classroom Area	Upstairs Classroom Area	Upstairs Classroom Area
Teacher	Zachery Reinhold	Upstairs Classroom Area	Upstairs Classroom Area	Upstairs Classroom Area
Teacher	Sean Sayles	Upstairs Classroom Area	Upstairs Classroom Area	Upstairs Classroom Area
Teacher	Johnny Vasquez	Upstairs Classroom Area	Upstairs Classroom Area	Upstairs Classroom Area
Teacher	Martin Mendez	Upstairs Classroom Area	Upstairs Classroom Area	Upstairs Classroom Area
Teacher	Kienan Clewis	Upstairs Classroom Area	Upstairs Classroom Area	Upstairs Classroom Area
Teacher	Michael Cantu	Upstairs Classroom Area	Upstairs Classroom Area	Upstairs Classroom Area
Teacher	Luis Baca	Upstairs Classroom Area	Upstairs Classroom Area	Upstairs Classroom Area
Teacher	Shannon Sani	Upstairs Classroom Area	Upstairs Classroom Area	Upstairs Classroom Area
Attendance Secretary/Home School Liaison	Gloria Rodriguez	Downstairs Reception Area	Downstairs Reception Area	Downstairs Reception Area
Maintenance	Carlos Custodio	School Grounds	School Grounds	School Grounds

Recommendations and Assurances

The School Site Council (SSC) recommends this Comprehensive School Safety plan to the district governing board for approval, and assures the board of the following:

1. The School Site Council is correctly constituted and was formed in accordance with district governing board policy and state law.

2. Under California Education Code 32281, the School Site Council or its delegates formed a school safety planning committee with the minimum of the following members:

    - The principal or the principal's designee
    - One teacher who is a representative of the recognized certificated employee organization
    - One parent whose child attends the school
    - One classified employee who is a representative of the recognized classified employee organization
    - Other members, if desired

3. The School Site Council reviewed the content of the Comprehensive Safe School Plan and believes all requirements as outlined in the Fresno Unified School District Comprehensive Safe School Plan template have been met.

4. This school plan was adopted by the school site council on: February 4, 2025.

Attested:

Dion Varnado, Ed.D School Principal	Signature	2-4-25 Date
Terry Allen, Ed.D Governing Council Chair	Terry W. Allen, Ed.D. Signature	2.24.25 Date

School of Unlimited Learning (SOUL)

Instructional Continuity Plan

Purpose:
The Instructional Continuity Plan (ICP) ensures that in the event of an emergency or disruption (e.g., natural disasters, public health emergencies, or other unforeseen events), the educational experience for students can continue without significant interruption. The plan outlines procedures to ensure that learning remains consistent, equitable, and accessible for all students.

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1. Overview and Objectives:

- **Mission Statement:**
  To provide an equitable and seamless educational experience for all students, regardless of circumstances, by maintaining instructional quality during times of disruption.
- **Goals:**
  - Minimize disruption to student learning.
  - Ensure access to technology and digital resources for all students.
  - Maintain communication between teachers, students, and families.
  - Provide training for teachers, staff, and students on remote learning platforms.
  - Address the mental and emotional well-being of students and staff.

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2. Roles and Responsibilities:

- **School Leadership Team:**
  - Lead the implementation of the ICP.
  - Communicate regularly with stakeholders (teachers, students, families, local authorities).
  - Ensure that all legal and safety requirements are met.
  - Make decisions regarding the closure or re-opening of the school.

- **Teachers:**
  - Develop and deliver lessons through remote learning platforms.
  - Utilize digital learning resources (such as Canva, Google Classroom etc.) for pupils to access if schools are closed.
  - Maintain regular communication with students and parents (via email, text, phone calls, or virtual meetings).
  - Provide feedback and assessment on student work. Check for understanding using strategies for formative assessment. Daily check-ins or virtual office hours to allow additional academic support.
  - Ensure all accommodations and individualized education plans (IEPs) are being considered when planning and delivering lessons.
  - Be prepared for professional development on digital tools and instructional best practices.
- **Students:**
  - Engage in remote or hybrid learning as directed by the school.
  - Participate in online classes, complete assignments, and communicate with teachers.
- **Parents/Guardians:**
  - Support students in maintaining a structured learning environment at home.
  - Ensure students are attending virtual classes and completing assignments.
  - Reach out to school staff for assistance when needed.
- **Technology Support Team:**
  - Ensure that all digital tools (learning management systems, video conferencing tools, etc.) are functional and accessible.
  - Provide technical support for students, teachers, and families.
  - Ensure equity in access to devices and the internet.
- **Counseling Staff Team:**
  - Providing social-emotional support for pupils during and after a natural disaster is crucial to help them cope with stress, trauma, and displacement. Natural disasters can cause significant emotional distress, especially for children, who may struggle to understand and process what is happening.

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3. Support for Pupils' Social-Emotional and Mental Health

- **Creating a Safe, Supportive Environment**
  - **Physical Safety:** Ensure that the physical environment is secure and comforting. This includes making classrooms or shelters feel as calm and welcoming as possible, with familiar routines and comforting items (like soft toys, blankets, or calming visuals).
  - **Emotional Safety:** Establish a space where pupils feel they can express their emotions without fear of judgment. Encourage an open-door policy for pupils to approach trusted adults when they feel upset.
- **Acknowledge and Validate Feelings**
  - **Normalize Emotions:** Let pupils know that it is okay to feel sad, scared, angry, or confused after a natural disaster. Reassure them that their feelings are normal and valid, and they are not alone in feeling this way.
  - **Encourage Open Expression:** Give pupils opportunities to talk about their feelings. This can be through class discussions, one-on-one conversations, or creative outlets like drawing or journaling. Using art, music, or drama can be helpful for pupils who find it hard to express themselves verbally.
- **Provide Consistent Routines**
  - **Maintain Familiarity:** Pupils find comfort in routine, so try to maintain as much of the normal school routine as possible, even if learning has to happen in a temporary setting or remotely. Consistent schedules and predictable activities can help them feel more secure.
  - **Small Goals:** Help pupils set small, achievable goals to help them regain a sense of control, like completing a project, doing a quick exercise, or simply having a "feel-good" task to look forward to each day.
- **Active Listening and Empathy**
  - **Listen Actively:** Be present when pupils express their concerns or fears. Reflect on what they say to show that you understand and empathize. For example, "It sounds like you're feeling really worried about your home. That makes sense."
  - **Comfort and Reassure:** Provide physical comfort (such as a comforting touch, when appropriate), along with verbal reassurance that it is okay to be upset and that things will eventually get better.
- **Promote Peer Support**
  - **Peer Mentoring:** Encourage pupils to look out for one another. Some pupils may feel more comfortable talking to their peers than to adults. Encourage positive social interactions, teamwork, and support systems among classmates.
  - **Buddy Systems:** Pair pupils up with a buddy to check in on each other, helping them feel less isolated.
- **Address Trauma Through Age-Appropriate Conversations**
  - **Age-Appropriate Information:** Provide pupils with information about the disaster in a way they can understand. Use simple, clear, and age-appropriate language to explain what happened, why it happened, and what steps are being taken to keep them safe.

- **Answer Questions:** Allow pupils to ask questions and provide honest, clear, and reassuring answers. If you do not have an answer, let them know you will try to find one together.

- **Incorporate Stress-Relief Activities**
  - **Mindfulness and Relaxation Exercises:** Help pupils manage stress by guiding them through breathing exercises, mindfulness practices, or short relaxation activities. These can help calm the body and mind and teach students strategies for handling anxiety.
  - **Physical Activity:** Encourage regular movement and physical activity to help release pent-up stress. This could be through games, exercises, or even simple stretching activities.
- **Provide Access to Counseling Services**
  - **School Counselors:** Will be available for one-on-one support. Counselors can provide tailored emotional support, offer coping strategies, and help pupils process trauma.
  - **Community Resources:** Provide families with information on local mental health services and counselors. Ensure that children who may need more intensive help are connected with appropriate support.
- **Encourage Family and Community Connection**
  - **Strengthen Family Bonds:** Encourage pupils to talk with their families about how they are feeling and to lean on each other for support. Let families know about resources available to them, such as counseling services, community support groups, or help with rebuilding.
  - **Build Community Networks:** Foster a sense of community by encouraging pupils and families to engage with one another. This could involve volunteering, local support networks, or simply reaching out to neighbors.
- **Follow Up and Monitor Long-Term Effects**
  - **Check-In Regularly:** Social-emotional needs may persist even after the immediate impact of the disaster has passed. Continue to check in with students, especially if they show signs of prolonged distress, such as withdrawal, difficulty concentrating, or changes in behavior.
  - **Reassure Over Time:** Disasters can have long-term emotional effects. It is important to reassure pupils over time that they are safe, and that recovery is a process. Offer ongoing support as needed and give them opportunities to talk about their feelings even weeks or months after the event.

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4. Support for Unhoused and/or Foster Youth:

- **Temporary Shelters:** Ensure that emergency shelters are accessible to homeless individuals and foster youth, offering them a safe place to stay during the disaster. Special attention should be given to minors in foster care who may need a guardian or trusted adult.
- **Pop-Up Shelters:** Organize temporary shelters in schools, community centers, or churches, making sure these spaces are equipped with food, hygiene products, and sleeping arrangements.
- **Food Drives and Distribution:** Collaborate with local organizations to provide emergency food and clean water. Ensure that the food is nutritious and accommodates dietary needs (e.g., allergies, religious preferences).
- **Hygiene Kits:** Distribute hygiene kits with essentials like soap, toothpaste, deodorant, menstrual products, and hand sanitizer.
- **Clothing and Warmth:** Ensure access to clothes, blankets, and essential items like shoes or jackets, especially during colder seasons.
- **Counseling and Therapy Services:** Offer emotional support and counseling, as both homeless individuals and foster youth are likely to experience trauma, anxiety, and stress during and after the disaster. Provide access to hotlines or in-person mental health professionals.
- **Peer Support Groups:** Set up peer support groups for foster youth, where they can connect with others who have similar experiences and feelings of loss or displacement.
- **Trauma-Informed Care:** Ensure that those providing services are trained in trauma-informed approaches to avoid re-traumatizing individuals in vulnerable situations.
- **Foster Care Systems:** Coordinate with child welfare agencies to ensure foster youth are safe and have the support they need, including reunification with their foster families if separated.
- **Homeless Shelters and Services:** Work with local shelters, housing authorities, and NGOs that specialize in homelessness to ensure that homeless individuals receive timely assistance.

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5. Communication Plan: within 5 calendar days following an emergency

- **Internal Communication:**
  - Use the school's existing communication channels (e.g., Microsoft 360 email, RingCentral or Personal cell text alerts, website, social media) to provide updates.
  - Establish a hotline or helpdesk for technical and academic support.

    - Regular virtual meetings via Teams or RingCentral with staff to ensure everyone is informed and aligned.
- **External Communication:**
    - Inform parents and guardians weekly about any changes to the school schedule or learning modalities (remote, hybrid, in-person).
    - Use the school's existing communication channels (e.g., Microsoft 360 email, RingCentral or website, social media) to provide updates daily of changes.
    - Establish a hotline or helpdesk for technical and academic support.
    - Provide clear instructions on how families can access learning materials and participate in learning activities.
    - Ensure messages are translated and accessible for non-English-speaking families, as needed.

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6. Educational Continuity Strategies: within 10 instructional days following the emergency.

- **Remote Learning:**
    - Leverage digital platforms (e.g., Google Classroom, Zoom, Microsoft Teams) for remote learning.
    - The school maintains an active account with Imagine Learning (Edgenuity) that will facilitate the online lessons.
    - Develop engaging lessons that accommodate diverse learning needs, including differentiated assignments and resources.
- **Hybrid Learning Model:**
    - Some students are learning in-person and others remotely ensure hybrid learning strategies support essential learning and make standards-aligned learning objectives achievable.
    - Utilize live-streamed lessons, recorded videos, and assignments uploaded to learning management systems.
    - Utilize existing curriculum from the school's Personalized Learning program.

- **Instructional Materials:**
    - Ensure students have access to textbooks, online resources, and supplemental learning materials.
    - Offer physical delivery of materials for students without internet access.
- **Assessment and Feedback:**
    - Regular formative assessments (quizzes, discussion posts, assignments) to monitor student progress.
    - Provide timely and constructive feedback on student work.

- Ensure that assessments are accessible and equitable for all students.

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7. Equity and Accessibility:

- **Device and Internet Access:**
  - Survey families to identify students who need technology (computers/tablets) or internet access.
  - Fresno EOC IT department to help provide accessibility of devices and hotspots to students in need.
  - Provide written guides and training for students and parents to navigate digital platforms.
- **Support for Students with Disabilities:**
  - Ensure that students with disabilities have access to necessary accommodations, such as speech-to-text software, visual aids, and specialized instructional support.
  - Collaborate with special education teams to offer remote services, including virtual speech therapy, counseling, and IEP meetings.
- **Language Support:**
  - Offer resources in multiple languages for families who need them.
  - Provide bilingual support staff or translators during virtual parent-teacher conferences or instructional sessions.
- **Support for Homeless and Foster Youth:**
  - Provide support staff during instructional sessions.

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8. Professional Development:

- **Technology Training:**
  - Provide teachers with training on digital tools for remote teaching, including Learning Management Systems (LMS), virtual meeting tools, and interactive learning apps.
  - Conduct periodic workshops to refresh skills on teaching in a hybrid or fully virtual environment.

- **Well-being Support for Staff:**
  - Offer training on maintaining work-life balance and supporting mental health during times of stress.
  - Provide opportunities for staff to share best practices and seek support from colleagues.

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9. Monitoring and Evaluation:

- **Continuous Improvement:**
  - Regularly assess the effectiveness of the instructional delivery methods through feedback from students, teachers, and families.
  - Conduct surveys to measure student engagement, academic progress, and satisfaction with remote learning experiences.
  - Make adjustments as necessary to improve instructional quality and student outcomes.
- **Student Progress Monitoring:**
  - Track student attendance and engagement in online learning and in-person learning.
  - Identify students who are falling behind and provide targeted interventions (e.g., tutoring, small-group instruction, virtual office hours).
- **Technical Support Monitoring:**
  - Track the number of technical issues and resolution times to ensure smooth functioning of digital learning platforms.

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10. Contingency Planning:

- **Emergencies and Natural Disasters (e.g., Wildfires, Earthquakes, Power Outages):**
  - Establish procedures for evacuations and alternative methods for continuing education if physical infrastructure is damaged (e.g., backup power, alternate work locations).
    - SOUL is under Fresno EOC, which has numerous programs. SOUL will continue to operate through Fresno EOC buildings or programs.
  - Maintain relationships with local emergency management to get up-to-date information during crises.
- **Long-Term School Closure:**
  - Extended learning opportunities (e.g., summer programs, after-school support) when in-person learning resumes.

- Continuous outreach will be offered to families to ensure students are supported during any extended absence from school.

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11. Return to Site-based Learning

- Conditions that must be met prior to returning from the disruption.
  - Power and utilities functioning
  - Access to safe and clean water
  - Campus free from hazards
  - Healthy air quality
  - Internet fiber lines connected and functioning.

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12. Conclusion:

The Instructional Continuity Plan ensures that the school community remains resilient and adaptable in the face of disruption. With a focus on communication, equity, accessibility, and continuous improvement, this plan helps provide an uninterrupted and equitable learning experience for all students.

Fresno Unified School District

Notice of Intent to Submit a Charter Renewal Petition

Please submit the following Notice of Intent to the Charter Office a minimum of ***60 days*** *in advance of the delivery of the renewal petition.* This will assist our office in more effectively communicating and scheduling your Board dates. Thank you.

Charter School Information			
Name: School of Unlimited Learning	Charter # 0149	Current Charter Expires: 06/30/2026	
Instructional Start Date:	Month: July	Day: 01	Year: 2026
(Must be academic year immediately following petition submission)			

Non-Profit Organization Name: Fresno Economic Opportunities Commission			
Charter 501C3 Name (if applicable):			
Grade Levels:	9 - 12	Total Projected Enrollment:	220

Designated Contact

Name:	Dr. Dion Varnado	Position:	Chief Academic Officer / Principal
Address:	2336 Calaveras Street, Fresno CA 93721		
Telephone Numbers	Mobile:	Office:	559-500-5076
Email:	dion.varnado@fresnoeoc.org		

Lead petition writer contact information (*if different from above*)

Name:	Mr. Steven Lewis	Position:	CEO & Board Secretary
Address:	1920 Mariposa Street, Suite 300, Fresno, CA 93721		
Telephone Numbers	Mobile:	Office:	559-263-1000
Email:	steven.lewis@fresnoeoc.org		

Are you planning to work with a charter management organization (CMO) or educational management organization (EMO)?
Yes ☐ No ☒
If so, please provide contract information for CMO or EMO. Use additional pages, if necessary: _____

Are there any "sister" charters? Yes ☐ No ☒ Include satellite location/resource centers.
If yes, indicate address of site(s):

Will there be any changes to the grade levels currently being served? Yes ☐ No ☒
If so, what are they? _____

Will the renewal petition reflect a change of location? Yes ☐ No ☒
If yes, indicate address of site(s): _____

Does your current location or proposed location require a lease? Yes ☒ No ☐
If yes, submit a draft of the lease of the current or proposed location.

By signing this form, the Board of the above named charter school places the District on notice of its intent to seek renewal of its current charter.

Print Name: Dr. Dion Varnado Signature of Board President: _____ (Authorized Signer) Date: 9/30/25

School of Unlimited Learning (SOUL)
Fresno Unified Authorized Charter School
Academic Performance Framework – California Department of Education (CDE)*

ELA & MATH: Is the school's achievement performance meeting state expectation? Are students making gains over time? How is this school compared to a similar FUSD school? Is the school providing an equitable education to all students in the area of state assessments? Is this school meeting petition goals in the area of state assessments?

CA Dashboard 2023*	CA Dashboard 2024*	CA Dashboard 2025*	LCAP Goals	21-22	22-23	23-24	24-25
ELA Performance: N size: 39 students Performance Level: Orange 53.9 points below standard Increased by 53.9 points **Equity Group(s):** Orange: SD	**ELA Performance:** N size: 52 students Performance Level: Red 73.4 points below standard Declined by 19.6 points **Equity Group(s):** Red: SD	**ELA Performance:** N size: 54 students Performance Level: Red 95 points below standard Declined by 21.6 points **Equity Group(s):** Red: Hispanic, SD	Points Below Standard in ELA Targets: - 45 Points All -40 Points SD	111.8 Points Below Standard	53.9 Points Below Standard	73.4 Points Below Standard	95 Points Below Standard
MATH Performance: N size: 39 students Performance Level: Orange 187.4 points below standard Increased by 13.2 points **Equity Group(s):** Orange: SD	**MATH Performance:** N size: 52 students Performance Level: Red 200.6 points below standard Declined by 13.1 points **Equity Group(s):** Red: SD	**MATH Performance:** N size: 55 students Performance Level: Orange 194.5 points below standard Increased by 6 points **Equity Group(s):** Orange: Hispanic, SD	Points Below Standard in Math Targets: -170 Points All -170 Points SD	200.7 Points Below Standard	187.4 Points Below Standard	200.6 Points Below Standard	194.5 Points Below Standard
English Learner Progress N size: 18 EL students Making Progress towards Eng Lang Proficiency: 61.1% Performance Level: None Progressed one ELPI level: 55.6% Maintained ELPI Level 4: 5.6% Maintained ELPI 1, 2L, 2H, 3L, 3H: 27.8% Decreased one ELPI level: 11.1%	**English Learner Progress** N size: 20 EL students Making Progress towards Eng Lang Proficiency: 25% Declined by: 36.1% Performance Level: None Progressed one ELPI level: 25% Maintained ELPI Level 4: 0% Maintained ELPI 1, 2L, 2H, 3L, 3H: 45% Decreased one ELPI level: 30%	**English Learner Progress** N size: 21 EL students Making Progress towards Eng Lang Proficiency: 38.1% Increased by: 13.1% Performance Level: None Progressed one ELPI level: 38.1% Maintained ELPI Level 4: 0% Maintained ELPI 1, 2L, 2H, 3L, 3H: 42.9% Decreased one ELPI level: 19%	% of EL's Improving on the ELPAC (EPLI) Target: ELPI = 35%	N/A	61.1% Making progress	25% Making progress	38.1% Making progress

NOTES:

hronic Absenteeism: Is the school providing an equitable education to all students in the area of chronic absenteeism? Is this school meeting petition goals in the area of hronic absenteeism? How is this school compared to a similar FUSD school?

CA Dashboard 2022*	CA Dashboard 2023*	CA Dashboard 2025*	Petition Goals	21-22	22-23	23-24	24-25
/A for high schools	N/A for high schools	N/A for high schools	N/A for high schools	N/A	N/A	N/A	N/A

OTES: N/A for high schools

Suspension Rate: Is the school providing an equitable education to all students in the area of suspension? Is this school meeting petition goals in the area of suspension rate? How is this school compared to a similar FUSD school?

CA Dashboard 2023*	CA Dashboard 2024*	CA Dashboard 2025*	Petition Goals	21-22	22-23	23-24	24-25
Suspension Rate: N size: 264 students Performance Level: Orange Suspended at least once: 2.7% Increased by 0.6% **Equity Group(s):** Orange: SED Yellow: Hispanic	**Suspension Rate:** N size: 276 students Performance Level: Red Suspended at least once: 6.2% Increased by 3.5% **Equity Group(s):** Red: SED, Hispanic	**Suspension Rate:** N size: 259 students Performance Level: Green Suspended at least once: 1.9% Decreased by 4.2% **Equity Group(s):** Orange: Homeless Yellow: EL, LTEL Green: Hispanic, SD, SWD	Suspension Rate Target: <4%	2.0%	2.7%	6.2%	1.9%

NOTES:

Graduation Rate: Is the school providing an equitable education to all students in the area of graduation rate? Is this school meeting petition goals in the area of graduation rate? How is this school compared to a similar FUSD school?

CA Dashboard 2023*	CA Dashboard 2024*	Like school 2024 Dashboard*	Petition Goals	21-22	22-23	23-24	24-25
Graduation Rate: N size: 88 students Performance Level: Red Graduated: 58% Declined by 6.6% **Equity Group(s):** Red: **SED, Hispanic**	**Graduation Rate:** N size: 83 students Performance Level: Red Graduated: 59% Increased by 1.1% **Equity Group(s):** Red: SED, Hispanic	**Graduation Rate:** N size: 97 students Color Status: Red Graduated: 60.8% Increased by 1.8% **Equity Group(s):** Red: SED, Hispanic	Graduation Rate Target: 70%	64.5%	58%	59%	60.8%

NOTES:

College/Career: Is the school providing an equitable education to all students in the area of college/career? Is this school meeting petition goals in the area of college/career? Does the school prepare students for post-secondary options? How is this school compared to a similar FUSD school?

CA Dashboard 2023*	CA Dashboard 2024*	Like school 2023 Dashboard*	Petition Goals	21-22	22-23	23-24	24-25
College/Career: N size: 77 students Performance Level: Very Low Prepared: 5.2% **Equity Group(s):** Very Low: SED, Hispanic	**College/Career:** N size: 65 students Performance Level: Red Prepared: 4.6% Maintained: -0.6% **Equity Group(s):** Red: SED, Hispanic	**College/Career:** N size: 84 students Performance Level: Yellow Prepared: 13.1% Increased: 8.5% **Equity Group(s):** Yellow: SED, Hispanic	% of graduates prepared for college/career Target: 15%	N/A	5.2%	4.6%	13.1%

OTES:

Student Groups:	2019-20	2020-21	2021-22	2022-23	2023-2024	2024-2025
Overall Enrollment	181	145	168	188	209	199
Gender	M: 48.8% F: 51.2%	M: 43.5% F: 56%	M: 40.6% F: 59.4%	M: 42.4% F: 57.6%	M: 46.2% F: 53.8%	M: 45.2% F: 54.8%
EL	7.2%	6.9%	8.3%	12.8%	13.4%	13.6%
RFEP	14.9%	18.6%	11.9%	6.4%	8.1%	8%
Foster Youth	2.7%	1.6%	1.6%	1.9%	3.2%	3%
Homeless	13.5%	13%	9%	11.3%	13.1%	13.6%
SED	79.8%	94%	91.8%	86.4%	92.1%	94.5%
SPED	8.9%	8.2%	10.2%	9.8%	10.5%	12.6%

Charter Petition Requirements Checklist

Please use the table below to indicate **where each** of the required elements can be found in the Charter Petition. The Charter Petition will be reviewed pursuant to California Education Code § 47605, et sec.

GENERAL REQUIREMENTS		
ITEM	*SECTION*	*PAGE*
Admission policies and procedures	**Element H**	**89**
Comprehensive review of admission policies	**Element H**	**89**
Admission to all who want to attend	**Affirmations and Declaration**	**5**
Description of exact process of how public random drawing is conducted	**Element H**	**89**
Parent consultation – notices to parents and community on not counseling out students	**Element H**	**89**
Means to achieve balance of racial/ethnic pupils, special education pupils, and English learner pupils	**Element G**	**87**
Exclusive employer	**Affirmations and Declaration**	**5**
Type of facility required	**Misc. Provisions**	**124**
School closure procedures	**Element O**	**120**
Notice to District – students leaving charter	**Affirmations and Declaration**	**5**
Location of facility	**Misc. Provisions**	**124**
Attendance alternatives	**Element L**	**116**
Affirmations	**Affirmations and Declaration**	**5**
Potential effects on the District	**Mics. Provisions**	**124**

EDUCATIONAL PROGRAM (A)		
ITEM	*SECTION*	*PAGE*
Educational program description – include Transitional Kindergarten/Independent Study description if applicable and enter N/A if not.	**Element A**	**26**
Measurable pupil outcomes including method for measuring outcomes.	**Element B, Element C**	**58, 60**
Local Control Accountability Plan (LCAP)	**Appendix**	**N/A**
Annual goals & actions – subgroup goals	**Appendix**	**N/A**
Assessment tools	**Element B, Element C**	**58, 60**
State priorities – EC § 52060	**Element B, Element C**	**58, 60**
Transferability of high school courses	**Element A**	**26**
Student Assessment	**Element B, Element C**	**58, 60**
Academically low achieving students	**Element A**	**26**

ENGLISH LEARNERS (Also use Oversight Petition Review Matrix feedback)

Charter Petition Requirements Checklist

ITEM	*SECTION*	*PAGE*
Program description	**Element A**	**50**
Identification	**Element A**	**50**
Reclassification	**Element A**	**50**
Curriculum and materials	**Element A**	**50**

INDEPENDENT STUDY		
ITEM	*SECTION*	*PAGE*
Annual audit process	**Element I**	**93**
Ratio of ADA to FTE	**Appendix**	**N/A**
Written policies	**Available Upon Request**	**N/A**
Teacher credentials	**Element E**	**70**

FISCAL VIABILITY		
ITEM	*SECTION*	*PAGE*
Operational budget – first year	**Appendix**	**N/A**
Employee qualifications	**Element E**	**70**

PERSONNEL		
ITEM	*SECTION*	*PAGE*
Employee qualifications	**Element E**	**70**
Credential requirements	**Element E**	**70**
Return rights of employees	**Element M**	**117**
Key positions	**Element E**	**70**
Requirements for employment	**Element E**	**70**
Retirement systems	**Element K**	**115**
Employee benefits, focusing on retirement i.e. social security, STRS, PERS.	**Element K**	**115**

STUDENTS WITH DISABILITIES		
ITEM	*SECTION*	*PAGE*
Special Education Plan	**Special Education Information**	**127**
Section 504 Plan	**Special Education Information**	**127**

Charter Petition Requirements Checklist

STUDENT DISCIPLINE		
ITEM	*SECTION*	*PAGE*
Suspension	**Element J**	**94**
Expulsion	**Element J**	**94**
Updated language regarding involuntary dismissal from school	**Element J**	**94**
Updated due process language	**Element J**	**94**

DISPUTE RESOLUTION		
ITEM	*SECTION*	*PAGE*
Description of Process	**Element N**	**118**

RENEWAL/MATERIALS REVISIONS		
ITEM	*SECTION*	*PAGE*
Description of new requirements	**N/A**	**Updates included throughout the document**
Minimum renewal standards	**Charter Renewal Criteria**	**12**

Fresno Unified School District

FACILITIES AND FUTURE PLANS

FACILITIES/ADA	
Is the facility meeting the needs of your staff and students?	Y|**x**|/N☐
Will the facility continue to accommodate your growth needs?	Y|**x**|/N☐
If applicable, is your current lease still valid?	Y|**x**|/N☐
Does your lease extend through the end of your requested charter renewal term?	Y|**x**|/N☐|
If the lease does not extend through the end of your charter term, please describe your plans for a facility solution which includes either: ● A letter of intent, signed by the building owner, to lease or sell the proposed facility to your organization; or ● A memorandum of understanding, signed by the building owner that describes the status of negotiations with your organization regarding the possible lease or purchase of the building. Describe any foreseeable conditions, circumstance or considerations that would affect the decision and specify a date by which a decision to lease or sell is likely.	
Describe the condition of your current facility. **SOUL's current facility is well-maintained and effectively supports the needs of both staff and students.**	
What procedures are in place for handling facility repairs? **As needed, SOUL requests repairs from the landlord and they are completed.**	

FUTURE PLANS

● *As applicable:* Describe any **material revision** to your charter and rationale for the changes. **This request will be considered as part of the renewal process, but must be on the Agenda as a separate Board item.**
● Material revisions include, but are not limited to, adding additional grades, potentially growing student enrollment beyond capacity, changing the school's mission, purchasing a new facility, adding on additional sites, etc.
● In order to have the material revision to your charter approved, your school needs to:
  ○ State the revision(s) the school's governing board wishes to make to the charter;
  ○ Describe the reasons for the request(s); and
  ○ Describe the changes in the operations of the school that will be impacted by the proposed revision(s). Indicate how student enrollment, curriculum, staffing, governance, facilities, and budget may or will be impacted in the current school year and in the subsequent school years.
● If the revision(s) directly affect(s) the students, explain if and how the proposed revision has been discussed with parents.
● If appropriate, describe how student achievement may be impacted by the proposed revision(s).

Fresno Unified School District

Charter Board Evaluation of School Performance

A separate fillable digital form will be provided.

In completing this performance report, the Charter Office is seeking an honest and reflective self-appraisal of strengths and weaknesses of the charter school, with credible and compelling plans for building on success, maintaining momentum, and making necessary changes for improvement of the school. This report is to be submitted to the Charter Office (felicia.olais@fresnounified.org) at least one (1) **week** prior to the Renewal Site Visit.

- Where appropriate, please be evaluative and make your focus outcomes for students. When descriptive responses are requested, please provide comprehensive, yet concise responses.
- Please place an "X" against the grade (5-1) which most accurately reflects **your judgment** of overall quality in response to the questions.
- Please note that your ratings given here are intended to provide guidance for considering whether to recommend the Board grant or deny the renewal petition, including the charter school's ability and plans to respond to challenges and make improvements when needed.
- If there are sections where you feel you are not in a position to respond, please consider eliciting responses from more appropriate parties (i.e. school administrator).
- This document is intended to be reflective of the collective thoughts and opinions of the entire board. **Only one document is to be submitted to the District**.

1 How effective is your school overall?

Evaluation:	Excellent	5	4	3	2	1	Unsatisfactory
		X					

How do you know? Cite Evidence.

What are its notable strengths?

What are the main areas of needed improvement?

2 How well do students achieve?

Evaluation:	Excellent	5	4	3	2	1	Unsatisfactory
			X				

How do you know?

In which subjects and grades do students do best, and why? Share examples of subject and grade level successes.

In which subjects and grades is improvement needed, and what action is being taken?

Is there evidence of differential attainment according to gender, ethnic background or other grouping and, if so, what action is being taken?

Fresno Unified School District

3	How effective is the quality of instruction, including teaching, learning and curriculum?						
Evaluation:	Excellent	5	4	3	2	1	Unsatisfactory
			X				

How do you know?

Which are the strongest features of teaching and learning and why?

What aspects of teaching and learning most need improvement, and what action is being taken?

4	How effective is the charter's assessment of student learning?						
Evaluation:	Excellent	5	4	3	2	1	Unsatisfactory
			X				

How do you know?

What are the strongest features of your assessments?

What aspects need improvement, and what action is being taken?

5	How effective are the strategies and processes that you have implemented to ensure your school enrolls a diverse student population?						
Evaluation:	Excellent	5	4	3	2	1	Unsatisfactory
		X					

How do you know?

What are the strongest aspects of your efforts to recruit/maintain a diverse student population?

What aspects need improvement, and what action is being taken?

6	How effective is the leadership and management of the school?						
Evaluation:	Excellent	5	4	3	2	1	Unsatisfactory
		X					

How do you know?

How does your board monitor teacher and staff implementation of the school's curriculum, including its alignment with the California Common Core State Standards?

What steps are taken if school administrators and teachers are not effectively implementing the curriculum?

Fresno Unified School District

Which aspects of leading and managing the academic performance of the school work best, and why?

In what ways do the leadership and management of the academic performance need improvement, and what action is being taken?

7 How well does the charter school collaborate with parents to encourage active participation in their student's education?

Evaluation:

Excellent	5	4	3	2	1	Unsatisfactory
		X				

How do you know?

Which are the strongest features, and why?

What most needs improvement, and what action is being taken?

8 How effective are the methods and strategies by which your school assures that students with disabilities are provided a free appropriate public education in the least restrictive environment and English Language Learners are supported?

Evaluation:

Excellent	5	4	3	2	1	Unsatisfactory
	X					

How do you know?

Which are the strongest features, and why?

What most needs improvement, and what action is being taken?

9 How effective is the governing board of the school?

Evaluation:

Excellent	5	4	3	2	1	Unsatisfactory
	X					

How do you know?

Describe the process for selecting your governing board members.

Describe the governing board's primary roles and responsibilities. In addition, give an example of a recent issue/policy that the board is working on.

What are the notable features of the governing board?

Fresno Unified School District

How effectively does the governing board work with the school leader/s?

10	How effective is the school at ensuring fiscal soundness and legal compliance?						
Evaluation:	Excellent	5	4	3	2	1	Unsatisfactory
		X					

How do you know?

Which are the strongest features, and why?

What most needs improvement, and what action is being taken?

11	How effective is the school's fiscal management?						
Evaluation:	Excellent	5	4	3	2	1	Unsatisfactory
		X					

How do you know?

Which aspects of the school's fiscal operations work best?

In what ways can the school's fiscal systems or operations be improved, and what action is being taken?

SOUL 2025-26 BELL SCHEDULE

Regular Day Schedule			Early Release Schedule		
8:30 AM	9:25 AM	Period 1	8:30 AM	9:25 AM	Period 1
9:25 AM	9:30 AM	Passing	9:25 AM	9:30 AM	Passing
9:30 AM	10:25 AM	Period 2	9:30 AM	10:25 AM	Period 2
10:25AM	10:30 AM	Passing	10:25 AM	10:30 AM	Passing
10:30 AM	11:15 AM	Advisory	10:30 AM	11:15 AM	Advisory
11:15 AM	11:20 AM	Passing	11:15 AM	11:20 AM	Passing
11:20 AM	12:15 PM	Period 3	11:20 AM	12:15 PM	Period 3
12:15 PM	12:40 PM	Lunch	12:15 PM	12:40 PM	Lunch
12:40 PM	12:45 PM	Passing	12:40 PM	12:45 PM	Passing
12:45 PM	1:40 PM	Period 4	12:45 PM	1:40 PM	Period 4
1:40 PM	1:45PM	Passing	1:40 PM	1:45PM	Passing
1:45 PM	2:40 PM	Period 5	1:45 PM	2:40 PM	Period 5
2:40 PM	2:45 PM	Passing	Total daily minutes: 345		
2:45 PM	3:40 PM	Period 6			
Total daily minutes: 430					

Finals A Schedule			Finals B Schedule		
8:30 AM	9:25 AM	Period 1	8:30 AM	9:25 AM	Period 4
9:25 AM	9:30 AM	Passing	9:25 AM	9:30 AM	Passing
9:30 AM	10:25 AM	Period 2	9:30 AM	10:25 AM	Period 5
10:25AM	10:30 AM	Passing	10:25AM	10:30 AM	Passing
10:30 AM	11:25 AM	Period 3	10:30 AM	11:25 AM	Period 6
Total daily minutes: 175			Total daily minutes: 175		

Fresno Unified School District

Renewal Petitioner Certification Form

(TO BE USED FOR RENEWAL OF A FRESNO UNIFIED SCHOOL DISTRICT AUTHORIZED CHARTER)

This form constitutes the petitioner's signed certification that the petitioner deems the petition to be complete for purposes of commencing the timelines, as specified in Education Code §§ 47605(b) and 47605.6(b).

(MUST BE COMPLETED AND SIGNED BY PETITIONER)

Instructions to Lead Petitioner
1. Complete the Fresno Unified Charter Renewal Review Matrix Form (including petition page numbers).
2. Complete and sign this Renewal Petitioner Certification Form.
3. Submit completed & signed Renewal Petitioner Certification Form, Matrix, budget documents, and all other required documents with the charter renewal petition to the District's Charter Office Department.

(A) The renewal petition includes a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and has been updated as necessary to reflect the current educational program offered by the charter school.	☒ YES ☐ NO
(B) The petition contains academic performance data of the charter school on the state and local indicators included in the evaluation rubrics adopted pursuant to Education Code § 52064.5 for the two years immediately preceding the renewal decision and any/all other data, plans, or information necessary to support renewal.	☒ YES ☐ NO
(C) The dashboard data is not available for the most recently completed year before renewal, and the petition contains verifiable data related to the dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system for the most recent academic year.	☒ YES ☐ NO
(D) The petition includes a redlined version indicating all changes to the petition from when the petition was originally granted or last renewed. The petition packet includes a hard-copy version and electronic (Word & PDF) versions, including an Excel spreadsheet of the five-year budget, LCFF calculator, and an executive summary of the changes from the current charter.	☒ YES ☐ NO

I hereby certify in accordance with Education Code section 47605(b) or 47605.6(b) and Board Policy 0420.4 that the attached renewal petition, including any appendices and attachments, is deemed complete and the information in this certification form is true and correct. I understand and acknowledge that failure to provide accurate or complete information may subject the charter school to denial or revocation if later discovered and the omission/inaccuracy is material.

RECEIVED
DEC 01 2025
Fresno Unified School District
Charter Office

Name of Charter School:

School of Unlimited Learning

Dion Varnado, Principal	**12/1/25**	
Name & Title of Lead Petitioner	DATE	Signature of Lead Petitioner
Felicia Olais, Director, Charter Office	**12/1/25**	
Name & Title of District Personnel Receiving Petition	DATE	Signature of District Personnel Receiving Petition

Note: Pending Delivery of 2nd Ac. (Email)

2025-2026 Independent Study Board Policy & Independent Study Policies and Procedures

Updated July 2025

School of Unlimited Learning (the "Charter School") may offer non-classroom based instruction to meet the short- or long-term educational needs of pupils enrolled in the Charter School. Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the School of Unlimited Learning Board of Directors for implementation at Charter School:

1. For pupils in all grade levels and programs offered by the Charter School, the maximum length of time that may lapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be five (5) school days.
2. The Principal or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
    a. When any pupil fails to complete two (2) assignments during any period of five (5) school days.
    b. In the event a student's educational progress falls below satisfactory levels as determined by ALL the following indicators:
        i. The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
        ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
        iii. Learning required concepts, as determined by the supervising teacher.
        iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

    A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

3. The Charter School shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.

4. The Charter School has adopted tiered reengagement strategies for the following pupils:
    a. All pupils who are not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar.
    b. Pupils found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span; or
    c. Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:

a. Verification of current contact information for each enrolled pupil.
b. Notification to parents or guardians of lack of participation within one (1) school day of the recording of a non-attendance day or lack of participation.
c. A plan for outreach from the school to determine pupil needs, including connection with health and social services as necessary.
d. A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.

5. The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction:
   a. For pupils in grades 9-12, inclusive, the plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record shall be as follows: Students must attend (instructional meetings) with their teacher at least once a week for a minimum **of one hour per week**. Teachers will set appointment times with students.

6. The following plan* shall be utilized to transition pupils whose families wish to return to another program or school expeditiously, and, in no case, later than five (5) instructional days: If a parent, or adult student, wishes to transfer from the School of Unlimited Learning Independent Study program at any time, they may request a withdrawal slip and transcripts which will be available within five (5) instructional days.

** The tiered reengagement strategies, plan for synchronous instruction and live interaction, and plan to transition pupils whose families to return to in-person instruction shall not apply to pupils who participate in an independent study program for fewer than 16 schooldays in a school year and pupils enrolled in a holistic school for classroom- based instruction who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse. Local educational agencies shall obtain evidence from appropriately licensed professionals of the need for pupils to participate in independent study pursuant to this subdivision. These sections shall not apply to independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 41422 and/or 46392, and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.*

7. A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all the following:

   a. The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
   b. The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
   c. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
   d. A statement of the policies adopted pursuant to subdivisions (a) and (b) of Education Code Section 51747 regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress,

and

e. the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue independent study.

f. The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one (1) school year.

g. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.

h. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.

i. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

ii. For a pupil participating in an independent study program that is scheduled for more than 14 school days, each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. Beginning in the 2022–23 school year, for a pupil participating in an independent study program that is scheduled for less than 15 school days, each written agreement shall be signed within 10 school days of the commencement of the first day of the pupil's enrollment in independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.

- Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

8. The Charter School shall comply with the Education Code sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.

9. The Principal may establish regulations to implement these policies in accordance with the law.

The School of Unlimited Learning Independent Study education component offers a unique opportunity for students to work "independent" of regular daily classroom attendance and without the requirement of meeting with their instructor on a daily basis.

Independent Study requires students to meet with a SOUL instructor on a weekly basis for a *minimum* of one hour to receive assignments which coincide with the student's overall academic-credit needs detailed in their Master Agreement. No Independent Study agreement is valid for longer than one school year. Academic credit assignments and ADA tabulations for the student are based solely upon the teacher's assessment of the student's independently completed work. During each scheduled appointment the student will be given weekly course material that, when completed, will be graded and assigned credit toward graduation. Students are required to attend all scheduled appointments with their instructor and to participate in all standardized testing as required by the state, the district, or the school. Students will earn 1 credit towards graduation for every 20 hours of work assigned, with a maximum of 40 core academic credits per semester. Students are expected to attend regularly and maintain satisfactory progress on work completed in order to remain in this program. The students are required to attend instructional meetings with their teacher at least once a week for a minimum of one hour per week. The maximum length of time allowed between the assignment and the date the assignment is due is one week. Students failing to appear for two scheduled appointments or missing two assignments will be re-evaluated regarding their academic placement in this component.

PERSONALIZED LEARNING: RULES, REGULATIONS & POLICIES

Discipline Rules and Regulations

Rules and regulations are established to maintain an atmosphere conducive to learning. Students who fail to comply with these rules and regulations will be counseled, reprimanded, suspended, or removed from the program. Each disciplinary action will be handled on a case-by-case basis.

All students will comply with the regulations, pursue the required course of study, and respect the authority of the teachers, administration and support staff of the educational site.

Attendance and participation at extracurricular activities are considered a part of the educational program. All rules of student conduct and dress code apply to extracurricular activities.

Attendance

The law no longer provides for "excused" absences. Students may have a "valid absence" but their attendance will be impacted and they will be required to make up any assignments missed. (EC48205). Valid absences can be defined as personal illness, attendance at funeral services for a member of the immediate family, part-day absences for medical/dental appointments, but will still be counted as an absence from school or class.

Students must attend (instructional meetings) with their teacher for a minimum of 3 hours per week Teachers will set appointment times with students. Further, students must provide documentation from their parent/guardian verifying their daily completion of independent study assignments. In compliance with SOUL's Independent Study policies for grades 9 through 12, the maximum length of time allowed between the assignment and the date the assignment is due is one week.

Excused absences are **not** recognized in Independent Study. If for any reason the student cannot keep the appointed time, the student's parent/guardian must contact the teacher, explain the reason for the missed appointment, and reschedule the appointment to make-up for the missed time.

If a student is absent and the instructional time is **not** rescheduled, the teacher will evaluate the students continued enrollment, and take corrective action, if student fails to reschedule the meeting: Teacher contacts the student/parent. The meeting is rescheduled for the same week.

SOUL's four-step attendance policy is:

Step 1 Student fails to attend the rescheduled meeting: Teacher puts the student on an "Attendance Warning" to address his/her attendance issues. Parents will be contacted.

Step 2 If the student has an absence following the warning, then the student is place on an "Attendance Agreement." Students and parents will be notified of this action.

Step 3 If the student fails to comply with the Attendance Agreement they will be referred to the Guidance Dean for a parent/student meeting to address their absences.

Step 4 If the student has any further absences, per the policies described herein, it may be determined that it is not in the best interest of the student to continue in personalized learning, and they may be withdrawn from the program.

Credits

To complete graduation requirements in a timely manner, students are expected to complete 2 credits per week. To remain in personalized learning, students **must** complete a **minimum of one credit of work per week.** If the

Students needs extra help or a place to study, the student can come in for tutoring. This extra session does not replace the students regularly scheduled instructional time. Individual or group tutorial for math and English may be offered to assist students who are having difficulty with these subjects.

Independent study students must understand that their work is designed to be completed at home:

- Student gets the assignments from the teacher
- Students do the assignments at home or come in for extra help if the assignment is too difficult. Important: The regularly assigned instructional meeting is not time to do assignments. Assignments are to be completed at home.
- Student returns at his/her appointed time. Teacher goes over the work with the student and tests the student on their completed work.
- Students receive new assignment(s).

Failure to Meet Credit Requirement

- First time student fails to meet the one-credit a week requirement: The teacher will contact the parent
  and discuss whether personalized learning is meeting the student's needs.
- Second time student fails to meet the one-credit a week minimum: The teacher refers the student and parent to the Guidance Office to review the academic progress of the student.
- Student fails to comply with the credit minimum: Per the policies described herein, it may be determined that it is not in the best interest of the student to remain in personalized learning and student may be withdrawn from personalized learning.

During each scheduled appointment the student will be given weekly course material that, when completed, will be graded and assigned credit toward graduation.

- Students are required to attend all scheduled appointments with their instructor and to participate in all standardized testing as required by the state, the district or the school.
- Students will earn 1 credit towards graduation for every 20 hours of work assigned.
- Students are expected to attend regularly and maintain satisfactory progress in order to remain in the program.
- A student failing to appear for two scheduled appointments or missing two assignments as described in the policies described herein, will be evaluated to determine whether it is in the best interest of the student to remain in personalized learning and may be withdrawn from personalized learning.

FRESNO EOC SCHOOL OF UNLIMITED LEARNING CHARTER SCHOOL
MASTER AGREEMENT FOR INDEPENDENT STUDY

Name:	Student No:	Grade:
Address:	Age:	Birth Date:
City:	Zip Code:	Hm Phone: ( )
Site:	Parent Cell Phone: ( )	Work Phone: ( )
Entry Date:	Exit Date:	Student Cell Phone: ( )

OBJECTIVE: The pupil shall engage in content provided by the Charter School which is aligned to grade level standards that is substantially equivalent to in-person instruction. As a high school, this shall include access to all courses offered by the local educational agency for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria. I will attempt to complete the courses listed below as they are outlined in the Guide to Secondary Course Offerings. No Independent Study agreement is valid for longer than one (1) school year.

I understand that all course objectives will be consistent with the guidelines established in the Fresno EOC School of Unlimited Learning ("SOUL" or "Charter School") curriculum for high school completion and that course contracts will include additional descriptions for the objectives, study methods, activities, and due dates of the course of study covered by the agreement.

In undertaking the study of the course(s) below, I realize that I will have the resources of the Charter School personnel, curriculum, textbooks, supplementary materials, and community resources as listed on my course contract(s). I agree to meet with my teacher(s) regularly according to the frequency, date, time, and location specified in course contract(s), which is deemed to be incorporated by reference to this master agreement.

Subject	Course Value Credits Attempted	Credits Completed	Subject	Course Value Credits Attempted	Credits Completed

Evaluation Activities/Methods of Study: Activities (as a means to reach objectives)

_____ Completed assignment	_____ Written tests/report	_____Oral / written Presentation
_____ Demonstration of skill	_____ Student log	_____ Other

Frequency: _____ Time: From_____to _____ Location: 2336 Calaveras • Fresno 93721

Counseling: Available Mandatory **Case Manager:** Required

Method of Evaluation: The following methods of evaluation will be utilized: Teacher-made Tests, Student Conferences, Progress/Report Cards, Chapter/Unit Tests, Work Samples, Observations, Portfolios, State Standards Testing, Journals, Presentations, Quizzes, Labs, Final Examinations.

Resources: The Charter School will provide appropriate instructional materials and personnel to enable the student to complete the assigned work. Resources must include those reasonably necessary to the achievement of the objectives and must include resources that are normally available to all students on the same terms as the terms on which they are available to all. The Charter School will confirm or provide access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.

Board Policies Pursuant to Education Code Sections 51747(a) and (b)

1. For pupils in all grade levels and programs offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be five (5) school days.

2. The Chief Executive Officer or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study or be withdrawn from independent study upon the following triggers:
   a. When any pupil fails to complete two (2) assignments during any period of five (5) school days or misses two (2) scheduled appointments in a month.

b. In the event a student's educational progress falls below satisfactory levels as determined by ALL of the following indicators:
   i. The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
   ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
   iii. Learning required concepts, as determined by the supervising teacher.
   iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

Statement of Academic and Other Supports for Special Populations: The Charter School shall utilize its multi-tiered systems of support ("MTSS") to address the needs of pupils who are not performing at grade level, or who need support in other areas, such as English Learners, pupils in foster care or pupils who are experiencing homelessness, and/or pupils requiring mental health support. The Charter School complies with the Individuals with Disabilities in Education Act ("IDEA") and is committed to meeting the needs of individuals with exceptional needs in order to be consistent with the pupil's individualized education program ("IEP"). Policies, procedures, and guidelines are in place to ensure that pupils are identified, assessed, and provided with in a a free appropriate public education in the least restrictive environment. The school complies with Section 504 of the federal Rehabilitation act of 1973 (29 U.S.C. Sec. 794) and is committed to providing equivalent access to and providing a free appropriate public education to all students with disabilities.

Voluntary Statement: It is understood that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

Pupil-Parent-Educator Conference: Before signing this written agreement, the parent or guardian of a pupil may request that the Charter School conduct a telephone, videoconference, or in-person pupil-parent-educator conference or other school meeting during which the pupil, parent or guardian, and, if requested by the pupil or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the pupil in independent study, before making the decision about enrollment or disenrollment in the various options for learning.

We understand the following from this Independent Study Agreement, as outlined for grades 9 through 12,

- The maximum length of time allowed between the assignment and the date the assignment is due is five (5) school days.
- Scheduled attendance is required.
- If a participating student misses two (2) assignments within five (5) school days or (2) scheduled appointments in a month an evaluation shall be conducted.
- This agreement provides an educational opportunity that is in the student's best interest, and we agree with its implementation beginning this date:

_____ through _____

Student Signature	Date	Parent/Guardian/Caregiver Signature	Date
Principal	Date	Certificated employee who has been designated as having the general supervision of independent responsibility for study	Date
Certificated employee designated as having responsibility for the special education programming of the pupil, as applicable	Date	Certificated employee who has been designated as having the general supervision of independent responsibility for study	Date
Certificated employee who has been designated as having the general supervision of independent responsibility for study	Date	Certificated employee who has been designated as having the general supervision of independent responsibility for study	Date
Certificated employee who has been designated as having the general supervision of independent responsibility for study	Date	Certificated employee who has been designated as having the general supervision of independent responsibility for study	Date

AGREEMENT: I have read pages 1-3 of this agreement and hereby agree to all the conditions set forth within[1] and understand that independent study longer than fifteen (15) school days may not commence until this Agreement is signed.

[1] Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

Student:

I understand that:

- Independent Study is an optional educational alternative that I have voluntarily selected.
- Upon entering Independent Study I have not waived any rights as a student, and I am entitled to all Fresno EOC School of Unlimited Learning services and resources. If I am a student with an individualized education program (IEP), my IEP must specifically provide for my enrollment in Independent Study.
- I must follow all the discipline code and behavior guidelines of the School of Unlimited Learning. Any violation of these guidelines or failure to meet school requirements could result in suspension, expulsion, or involuntary removal.
- Visitation on any other school campus requires permission from that school.
- I am required to attend at least once a week for a minimum of one (1) hour per week
- As outlined in SOUL's Independent Study policy for grades 9 through 12, the maximum length of time allowed between the assignment and the date the assignment is due is **five (5) school days**.
- If I achieve only minimum study requirements, and only complete the equivalent of **1** credit a week, I will **not** complete a minimum of **30** credits a semester. A regular high school program is **30** credits a semester.
- Unless I am a student with a disability and this service is included within my Individualized Education Program ("IEP"), I understand that lack of transportation to the school site is not an acceptable reason for failing to meet with my teacher and/or supervisor to submit my completed assignments.
- I understand that excused absences are not allowed in Independent Study.

I agree to:

- Be supervised by properly credentialed teacher and/or other approved school personnel.
- Meet regularly with the assigned staff member. I understand that if I miss two (2) assignments within five (5) school days or miss two (2) scheduled appointments within a month, it will result in an evaluation to determine if I should remain in independent study and may also result in one (1) or more of the following:
    1. a letter of concern to me and my parent, if appropriate
    2. a specially scheduled appointment
    3. a special meeting with the teacher and/or counselor
    4. a meeting with the administrator, including my parent or guardian, if appropriate
    5. placement on probation
    6. increase in the amount of time I must meet with my teacher or in an equivalent supervised situation
    7. revocation of any work permit issued until my schoolwork is satisfactorily completed
    8. it may be determined that it is not in my best interest to remain in independent study, and I may be withdrawn from independent study. and returned to a regular classroom program of instruction or another appropriate alternative.
- Obtain transportation to scheduled meetings, if it is not a service provided through my IEP, if applicable.
- Complete my assigned work and achieve at least the minimum performance requirements of the course of study. I understand that credit, which is based on mastery of learning, can only be issued after I have successfully completed an activity and it has been evaluated. I realize that a minimum of twenty (20) hours of work is needed for each unit of credit.

Student's Signature: _____ **Date**: _____

Parent/Guardian:

I understand that the major objective of Independent Study is to provide a voluntary educational alternative for my child.
I agree to the above conditions listed under "Student." I also understand that:

- The individual course objectives are consistent with and evaluated in the same manner that they would be if they were enrolled in a traditional school program.
- I am liable for the cost of replacement or repair for damaged, destroyed or lost books and other school property checked out to my child.
- Unless otherwise indicated, a teacher or supervisor will meet with my child on a regular basis to direct and measure progress. The teacher or supervisor in consultation with my child will determine the time and location of meetings with the teacher or supervisor. I understand that I am responsible for my child keeping their appointments on time.
- I am expected to encourage them to do more than the minimum study requirements.
- I have the right to appeal decisions about my child's placement, school program, or transfer according to the Charter School's procedures.

Parent's Signature: _____ **Date**: _____

Updated 7/2024

HIGH SCHOOL GRADUATION REQUIREMENTS

A total of 230 units of credit must be earned for high school graduation. Five (5) units are granted for successfully completing (D or better) each semester in the core classes.

To enter:	**10th grade**	**11th grade**	**12th grade**	**Graduation**
	50 units	110 units	170 units	230 units

(Students can be reclassified by grade if the grade requirements are not met, however Graduation Requirement Year (GRY) will not change).

Course requirements for Graduation Requirement Years (GRY) up to and including 2028:

English Language Arts.....40 credits
Modern World History.....10 credits
United States History.....10 credits
American Government.....5 credits
Economics.....5 credits
Science.....30 credits
*Mathematics..... 30 credits
Physical Education.....20 credits
Health/Sociology for Living.....5 credits
Fine Arts or Foreign Language.....10 credits
Electives.....65 credits

Course requirements for Graduation Requirement Years (GRY) beginning in 2029:

English Language Arts.....40 credits
Modern World History.....10 credits
United States History.....10 credits
American Government.....5 credits
Financial Literacy.....5 credits
Science.....30 credits
*Mathematics..... 30 credits
Physical Education.....20 credits
Health/Sociology for Living.....5 credits
Ethnic Studies……5 credits
Fine Arts or Foreign Language.....10 credits
Electives.....60 credits

A total of **230 credits must be earned for high school graduation.

* Mathematics requirements will include Algebra and Geometry.

**Credit waivers issued by the CDE may reduce the credit requirement for specific circumstances

A-G Course Alignment Maps and CSU/UC admission requirements available upon request

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Heffernan Insurance Brokers
1350 Carlback Avenue
Walnut Creek, CA 94596

CONTACT NAME: Walnut Creek AMS Team
PHONE (A/C, No, Ext): 925-934-8500 FAX (A/C, No): 925-934-8278
E-MAIL ADDRESS: WalnutCreekAMS@heffins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nonprofits Insurance Alliance of California	11845
INSURER B : Houston Casualty Company	42374
INSURER C : Hartford Fire Insurance Company	19682
INSURER D : Accident Fund Insurance Company of America	10166
INSURER E :	
INSURER F :	

INSURED FRESCOU-02
Fresno County Economic Opportunities Commission
dba Fresno Economic Opportunities Commission
1920 Mariposa Mall Suite 330
Fresno, CA 93721

COVERAGES **CERTIFICATE NUMBER:** 1140263518 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		01-CP-0028175-01-15	7/1/2025	7/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			01-CP-0028175-01-15	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							COMP DED/COLL DED	$ 1,000/$1,000
A	X UMBRELLA LIAB X OCCUR			01-UB-0028175-01-15	7/1/2025	7/1/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		1400024888	1/1/2026	1/1/2027	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	CYBER			H25NGP209003-05	7/1/2025	7/1/2026	PER CLAIM/DEDUCTIBLE	$1M/$25K
A	SOCIAL SERVICE PROF LIA-no retro			01-CP-0028175-01-15	7/1/2025	7/1/2026	EACH OCCUR/AGGREGATE	$1M/$3M
C	CRIME/EMPLOYEE DISHONESTY			57 FA 0271152-25	7/1/2025	7/1/2026	LIMIT/DEDUCTIBLE	$2.5M/$10k

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Health and Dental Programs. Fresno Unified School District is included as an additional insured on General Liability policy per the attached endorsement, if required.

CERTIFICATE HOLDER

Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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School of Unlimited Learning (SOUL)

Budget Narrative & Cashflow Statement

The 5-year financial information and narrative below are for the School of Unlimited Learning (SOUL). The proposal includes the annual budget and monthly cash flow statements for the proposed years of operation 2026-27 through 2030-31.

Student Enrollment and Average Daily Attendance

The major revenue source for the SOUL is dependent on the number of students enrolled and their daily Average Daily Attendance. The calculation is derived by the cumulative attendance during a reporting period divided by the number of school days. SOUL assumes 92% attendance rate.

Table A: Enrollment and ADA

	Year	Year	Year	Year	Year
	2026-27	2027-28	2028-29	2029-30	2030-31
Projected Enrollment					
Grades TK-3					
Grades 4-6					
Grades 7-8					
Grades 9-12	200	200	200	200	200
ADA %	92%	92%	92%	92%	92%
Average Dailey Attendance	**184**	**184**	**184**	**184**	**184**

Revenues

Factoring in all revenues at the school, per-pupil funding is expected to be around $22,000/ADA at SOUL. LCFF state revenue streams provide the largest source of funding making up about 85% of SOUL's total revenues. All revenues are monitored throughout the year as various funding estimates are refined and recalculated.

Table B: Summary of Projected Revenue

	Year	Year	Year	Year	Year
	2026-27	2027-28	2028-29	2029-30	2030-31
Projected Revenue					
State Aide Revenue Limit	3,414,970	3,540,936	3,658,272	3,776,651	3,810,743
Federal Revenues	362,615	367,703	373,218	379,086	384,185
Other State Revenues	260,818	264,609	268,578	272,607	276,819
Other Local Revenues	5,075	5,151	5,228	5,306	5,385
Total, Revenues	**4,043,478**	**4,178,399**	**4,305,296**	**4,433,650**	**4,477,132**

State Revenues

State revenues estimations are based on State budget, specific programs, and student population. State revenue is 85% of total revenue.

Table C: Projected State Revenue

	Year	Year	Year	Year	Year
	2026-27	2027-28	2028-29	2029-30	2030-31
Projected Revenue					
State Aide	2,385,624	2,484,041	2,573,803	2,664,297	2,667,290
Educational Protection Account (EPA)	805,514	833,063	860,637	888,522	919,620
Other State Revenues	223,833	223,833	223,833	223,833	223,833
Total, Revenues	**3,414,970**	**3,540,936**	**3,658,272**	**3,776,651**	**3,810,743**

Other State Revenue

Table D: Other Projected Revenue

	Year	**Year**	**Year**	**Year**	**Year**
	2026-27	**2027-28**	**2028-29**	**2029-30**	**2030-31**
Projected Revenue					
Other State Revenues	260,818	264,609	268,578	272,607	276,819
Total, Revenues	**260,818**	**264,609**	**268,578**	**272,607**	**276,819**

Federal Revenues

Federal revenues estimations are based on Federal budget, specific programs, and student population. Federal revenue is 9% of total revenue.

Table E: Projected Federal Revenues

	Year	Year	Year	Year	Year
	2026-27	2027-28	2028-29	2029-30	2030-31
Projected Revenue Sources					
Federal Children Nutrition	10,000	10,000	10,000	10,000	10,000
Title Funding	85,000	85,000	85,000	85,000	85,000
CSI Funding	267,615	272,703	278,218	284,086	289,185
Total, Revenues	**362,615**	**367,703**	**373,218**	**379,086**	**384,185**

Local Revenues

Local revenues estimations are based on estimated donations, etc. Local Revenue is less than 1% of total revenue.

Other Projected Local Revenue

Table F: Other Projected Local Revenue

	Year	Year	Year	Year	Year
	2026-27	2027-28	2028-29	2029-30	2030-31
Projected Revenue Sources					
Local Revenue	5,075	5,151	5,228	5,306	5,385
Total, Revenues	**5,075**	**5,151**	**5,228**	**5,306**	**5,385**

Projected Expenses

The projected expenses are estimated personnel costs, operating costs, and indirect costs. The overall budgets increase is approximately 3% per year based on personnel and operating historical costs.

Table G: Projected Expenses

	Year	Year	Year	Year	Year
	2026-27	2027-28	2028-29	2029-30	2030-31
Projected Expenditures					
Certified Salaries	1,513,965	1,536,362	1,559,092	1,582,160	1,604,926
Classified Salaries	488,451	495,778	570,145	578,697	587,377
Employee Benefits	587,580	590,596	593,628	596,676	599,579
Books & Supplies	159,436	163,081	166,814	170,637	174,317
Services, Other Operating Expenses	1,294,046	1,392,582	1,415,617	1,505,480	1,510,932
Total Expenditures	**4,043,478**	**4,178,399**	**4,305,296**	**4,433,650**	**4,477,131**
Student Enrollment	200	200	200	200	200
Average Expenditure per Student	$ 20,217	$ 20,892	$ 21,526	$ 22,168	$ 22,386

Total Compensation - Salaries and Employee Benefits

Total compensation costs (salary and benefits) at capacity remain relatively constant, at nearly 65% of total expenditures. "Compensation" includes the salary costs of all staff, including those who work full-time and part-time, and includes all staff benefits including social security, Medicare, and workers' compensation, and retirement.

SOUL's teaching staff levels are based upon enrollment projections and instructional needs. With SOUL's instructional model, all teachers work with all grades (9-12) throughout the day. Ratios of Students to Certificated Teachers to is expected to be at or below 19:1 over the course of the full 5 years of operations. However, that ratio is slightly below 15:1 when including all staff who are in Student/Program support roles. These are well below the required ratio of 25:1 which demonstrates SOUL's commitment to providing individualized instructional support for its students.

Table H: Instructional Staff Ratio

	2026-27	2027-28	2028-29	2029-30	2030-31
Instructional Staff Ratio					
School Attendance	200.0	200.0	200.0	200.0	200.0
Certificated Teacher	11.0	11.0	11.0	11.0	11.0
Certificated Pupil Support (including SPED)	3.0	3.0	3.0	3.0	3.0
Total Instructional Staff	**14.0**	**14.0**	**14.0**	**14.0**	**14.0**
Student : Instructional Staff Ratio	*14.3*	*14.3*	*14.3*	*14.3*	*14.3*

The staffing tables associated with our financial projections are shown below:

Table I: Staffing Summary

	2026-27	2027-28	2028-29	2029-30	2030-31
Total Staffing					
Instructional Staff					
Teachers					
9th Grade	2.75	2.75	2.75	2.75	2.75
10th Grade	2.75	2.75	2.75	2.75	2.75
11th Grade	2.75	2.75	2.75	2.75	2.75
12th Grade	2.75	2.75	2.75	2.75	2.75
Total Teacher	**11.0**	**11.0**	**11.0**	**11.0**	**11.0**
Other Instructional Staff					
Certificated Pupil Support (including SPED)	3.0	3.0	3.0	3.0	3.0
Total Other Instructional Staff	**3.0**	**3.0**	**3.0**	**3.0**	**3.0**
Total Instructional Staff	**14.0**	**14.0**	**14.0**	**14.0**	**14.0**
Administrative Staff - Certified					
Principal	1.0	1.0	1.0	1.0	1.0
Vice Principal	1.0	1.0	1.0	1.0	1.0
Total Administrative Staff - Certified	**2.0**	**2.0**	**2.0**	**2.0**	**2.0**
Support and Administrative Staff					
Support Staff - Classified (FTE)	4.0	4.0	4.0	4.0	4.0
Clerical Staff - Classified (FTE)	6.0	6.0	6.0	6.0	6.0
Total Classified Staff	**10.0**	**10.0**	**10.0**	**10.0**	**10.0**
Total Staffing	**26.0**	**26.0**	**26.0**	**26.0**	**26.0**

The average salary structure for key FTE staff positions is listed on the table below. Note that the projected total salary amounts in Table G also include support staff costs.

Table J: Average Budgeted Salary by Position

	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Average Budgeted Salary by Position					
Teacher (including SPED)	88,718	89,399	90,007	90,604	91,077
Other Instructional Staff - Certified	95,333	98,174	100,893	103,819	106,830
Administrative Staff - Certified	118,251	121,774	125,148	128,777	174,539
Classified Staff (Support and Adminsitrative)	48,845	49,578	57,014	57,870	58,738

Table K: Employee Benefits

	2026-27	2027-28	2028-29	2029-30	2030-31
	Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Employee Benefits					
STRS	$289,167	$293,445	$297,787	$302,193	$306,541
OASDI	30,284	30,738	35,349	35,879	36,417
Medicare	29,035	29,466	30,874	31,332	31,788
Health and Welfare	186,764	184,348	171,642	168,520	165,301
State Unemployment	13,064	12,638	13,230	13,230	13,230
Workers' Compensation	22,027	22,354	23,422	23,769	24,115
Other Benefits	24,423	24,789	28,507	28,935	29,369
Total Benefits	**$594,763**	**$597,778**	**$600,811**	**$603,859**	**$606,762**

The table above lists the total projected annual employer costs for all employee benefits, on a year-by-year basis. Within employee benefits, most benefits are statutory and are determined by either state or federal mandate and are based on current rate factors. These benefits differ by type of employee (i.e. certificated or classified) and by whether they are full-time, part-time and/or hourly employees. SOUL's employees participate in different combinations of STRS, social security, Medicare, health insurance, workers' compensation, and retirement plans depending on position. The employer contribution for full-time certificated employees, who participate in the State Teachers' Retirement System (and not in the Federal Social Security system), is expected to remain at 19.10% per the Governor's proposed budget and remains flat for all subsequent years.

Cashflow

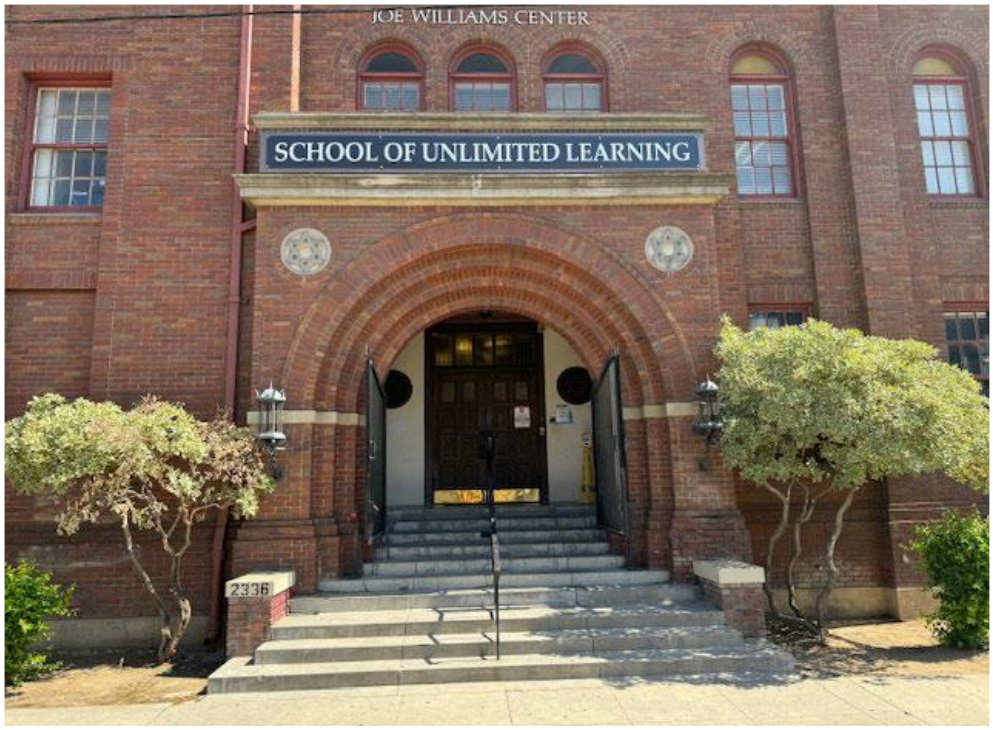
The cash balance at the end of 2026-27 through 2030-31is projected to remain the same. Revenue is based on projections as State and Federal allotments can vary.

Table L: Cashflow

	Year	Year	Year	Year	Year
	2026-27	2027-28	2028-29	2029-30	2030-31
Revenue					
State Aide Revenue Limit	3,414,970	3,540,936	3,658,272	3,776,651	3,810,743
Federal Revenues	362,615	367,703	373,218	379,086	384,185
Other State Revenues	260,818	264,609	268,578	272,607	276,819
Other Local Revenues	5,075	5,151	5,228	5,306	5,384
Total Revenue	**4,043,478**	**4,178,399**	**4,305,296**	**4,433,650**	**4,477,131**
Expenses					
Certified Salaries	1,513,965	1,536,362	1,559,092	1,582,160	1,604,926
Classified Salaries	488,451	495,778	570,145	578,697	587,377
Employee Benefits	587,580	590,596	593,628	596,676	599,579
Books & Supplies	159,436	163,081	166,814	170,637	174,317
Services, Other Operating Expenses	1,294,046	1,392,582	1,415,617	1,505,480	1,510,932
Total Expenses	**4,043,478**	**4,178,399**	**4,305,296**	**4,433,650**	**4,477,131**
Increase/(Decrease) of Net Assets	**0**	**0**	**0**	**0**	**0**
Beginning Cash Balance	2,621,065	2,621,065	2,621,065	2,621,065	2,621,065
Ending Cash Balance	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**	**2,621,065**

Fresno EOC
SOUL
Charter
High School

SOUL MULTILINGUAL LEARNERS MASTER PLAN



Revised: 2/4/2025

TABLE OF CONTENTS

- Introduction
- Acronyms
- SOUL Mission and Vision
- Academic Officer Message
- Commitment
- Guiding Principles
- Purpose

Chapter 1: Student Identification, Assessment, and Program Placement

- Multilingual Learners: State and Federal Guidelines
- Enrollment Process
- Identification of Multilingual Learners
- Initial English Language Proficiency Assessment for California (ELPAC)
- Initial ELPAC Scoring and Program Placement

Chapter 2: Program Options

- Purposeful Placement
- Designated ELD: Structured English Immersion (SEI) Course
- Integrated ELD
- Newcomer Students' Additional Support
- Parent/Legal Guardian Right to Choose Language Acquisition Program

Chapter 3: Program Monitoring

- Local Control Accountability Plan (LCAP)
- Actions and Interventions to Address Identified Student Needs
- Language Program Monitoring and Intervention Process
- Systems Utilized by SOUL to Monitor Multilingual Learner Status
- Monitoring At-Risk Students of Becoming Long-Term Multilingual Learners (AR-LTELs) and Long-Term Multilingual Learners (LTELs)
- Monitoring Students Receiving Special Education Services
- Multilingual Learners Documentation
- SOUL Teacher-Reflection

Chapter 4: Professional Development and Staffing Procedure

- Professional Development Commitment
- Professional Development
- Adopted English Language Development Materials
- Staffing Procedures

Chapter 5: Testing, Reclassification, and Progress Monitoring

- CA State Assessments
- Initial ELPAC
- Summative ELPAC
- ELA CAASPP (11th Grade Only)
- School-Adopted Assessments
- Protocol for Administering the Summative ELPAC and Summative Alternate ELPAC
- Family Notifications of Upcoming Assessments
- State Assessments Score Reports
- Reclassification
- SOUL Reclassification Criteria
- SOUL Alternate Reclassification Criteria
- Reclassification Process
- Recently Reclassified Fluent English Proficient (RFEP) Progress Monitoring

Chapter 6: Family Engagement

- Multilingual Learner Advisory Committee (ELAC)
- The District Multilingual Learner Advisory Committee (DELAC)

ACRONYMS

CAASPP- California Assessment for Student Performance and Progress
CDE- California Department of Education
DELAC- District Multilingual Learner Advisory
Committee
DELD-Designated English Language Development
CDE- California Department of Education
Ed.G.E. Initiative- California Education for a Global Economy (ED.G.E) Initiative (proposition 58)
EL- Multilingual Learner
ELA- English Language Arts
ELAC- Multilingual Learner Advisory
Committee ELD-English Language
Development
ELP-English Language Proficiency
ELPAC-English Language Proficiency Assessments for California
EO- English Only
ESSA-Every Student Success Act
HLS- Home Language Survey
IELD - Integrated English Language Development
IEP -An Individualized Education Program (IEP) is both a process and a written document.
IFEP - Initial Fluent English Proficient
MTSS- Multi-Tiered System of Support
LCAP - Local Control Accountability Plan
LEA - Local Education Agency (District or school site)
LTEL - Long Term Multilingual Learner: 6+ years as an
EL OPL - Overall Performance Level
PD - Professional Development
PowerSchool / SIS - Student Information System (SIS)
R-LTEL - At-risk of Becoming a Long-Term Multilingual Learner
RFEP - Reclassified Fluent English Proficient
SBA - Smarter Balanced Assessment
SBB- California State Seal of Biliteracy
SECTION 504 Plan - Section 504 is a civil rights statute that requires public schools to provide educational participation, access and benefits to students with disabilities. A student is eligible for a 504 Plan under Section 504 if the student: Has a physical or mental impairment that substantially limits one or more major life activities.
SEI - Structured English Immersion
SSC - School Site Council
SSID - Statewide Student Identifier
SSR - Student Score Report
TBD - To Be Determined status
TOMS - Test Operations Management System

INTRODUCTION

The School of Unlimited Learning (SOUL) mission is to provide comprehensive learning experiences in a flexible format, thereby creating an environment that empowers students to obtain the skills, knowledge and motivation to become self-directed, life-long learners maturing towards adult self-sufficiency.

Chief Academic Officer/Principal MESSAGE

SOUL has made a commitment to ensuring that all students receive the support they need to be career and college ready. Students who are gaining mastery in English and are Multilingual language learners are an especially important part of our instructional differentiation. These include all levels of English language learners, with a focus on our Long-Term English Language Learners, and monitoring our reclassified students to ensure they are still making progress.

At SOUL, our mission *is to produce graduates who are self- sufficient, caring adults. W*e are committed to supporting our Multilingual Learners and are intentionally designing our program to support these students.

Dr. Dion Varnado

SOUL Chief Academic Officer and Principal

COMMITMENT

At SOUL we are deeply committed to the success and well-being of all our students including those who are learning English. Over 12 % of our students are identified as English Language Learners (ELs), and over 80 percent of these Multilingual Learners are Long-Term English Language Learners.

This Multilingual Learners (EL) Master Plan reflects our dedication to providing a supportive, equitable, and high-quality educational experience for every Multilingual Learner, while informing students, families, and educators of their rights, responsibilities, and available resources. The plan is aligned with the principles of the *Multilingual Learner Roadmap*, adopted by the California State Board of Education in 2017.

GUIDING PRINCIPLES

Four main principles provide the foundation to the Multilingual Learner Roadmap. They are:

✓ Guiding Principle 1
Assets-Oriented and Needs-Responsive Schools

Schools are responsive to different Multilingual Learner (El) strengths, needs, and identities and support the socio-emotional health and development of Multilingual Learners.

✓ Guiding Principle 2
Intellectual Quality of Instruction and Meaningful Access

Multilingual Learners engage in intellectually rich, developmentally appropriate learning experiences that foster high levels of English proficiency.

✓ Guiding Principle 3
Systems Conditions that Support Effectiveness

Each level of the school system (state, county, district, school, pre-school) has leaders and educators who are knowledgeable of and responsive to the strengths and needs of Multilingual Learners and their communities and who utilize valid assessment and other data systems that inform instruction and continuous improvement.

✓ Guiding Principle 4
Alignment and Articulation Within and Across Systems

Multilingual Learners experience a coherent, articulated, and aligned set of practices and pathways across grade levels and educational segments, beginning with a strong foundation in early childhood and appropriate identification of strengths and need in early childhood and appropriate identification of strengths and needs, and continuing through to reclassification,

graduation, higher education, and career opportunities.

By addressing the unique challenges faced by Multilingual Learners, we aim to remove barriers to their success and help them thrive in a multilingual and multicultural environment. By focusing on accurate identification, thorough assessment, active family engagement, rigorous program monitoring, and clear accountability, we aim to provide comprehensive support that enables Multilingual Learners to succeed academically and integrate into the community.

PURPOSE

In an increasingly globalized world, the ability to communicate effectively in English is more crucial than ever. Multilingual learners face unique challenges and opportunities in their educational journeys.

The purpose of the Multilingual Learner (EL) Master Plan is to provide a strategic, comprehensive framework dedicated to the educational success and personal growth of students who are acquiring English.

This plan outlines the legal obligations for serving Multilingual Learner (EL) students, ensuring they receive equal educational opportunities as mandated by federal and state laws, court rulings, and regulations set by the California Board of Education.

The plan emphasizes key areas: identification, assessment, and placement; program options; program monitoring; professional development and accountability; reclassification and progress monitoring; and family engagement.

CHAPTER 1: STUDENT IDENTIFICATION, ASSESSMENT AND PROGRAM

A crucial first step in providing effective support is accurately identifying Multilingual Learners. The Master Plan outlines a systematic process for identifying students who need English language development services. This includes the use of standardized screening tools and language proficiency assessments to ensure that all students who require support are promptly and accurately identified.

1. Program Monitoring

Effective program monitoring is critical to ensure that educational interventions are meeting their objectives. The Master Plan includes mechanisms for continuous monitoring and evaluation of EL programs to assess their effectiveness. This involves regular reviews of program implementation, students' outcomes, and instructional practices to ensure that

programs are delivering the desired results and making necessary adjustments to improve performance.

2. Professional Development and Staffing Procedures

Accountability measures are integral to maintaining high standards and ensuring that the needs of Multilingual Learners are met. The Master Plan establishes clear accountability frameworks for educators, administrators, and support staff. This includes setting measurable goals, conducting regular performance evaluations, and ensuring compliance with relevant educational standards and policies.

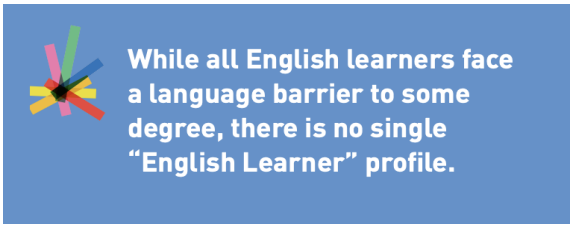
3. Testing, Reclassification, and Progress Monitoring

It describes the process by which Multilingual Learners are exited from the English Language Development program once they meet the criteria to be classified as Reclassified Fluent English Proficient (RFEP). Additionally, it outlines the protocol for administering the Summative ELPAC (English Language Proficiency Assessment of California).

4. Family Engagement

Engaging families is essential to the success of Multilingual Learners. The Master Plan emphasizes the importance of building strong partnerships with families to support students' learning. This involves providing clear communication, resources, and opportunities for parents and guardians to be actively involved in their children's education. Family engagement initiatives aim to create a supportive home environment that reinforces classroom learning.

CHAPTER 1: STUDENT IDENTIFICATION, ASSESSMENT, AND PROGRAM PLACEMENT



✓ **Guiding Principle 1**

Assets-Oriented and Needs-Responsive Schools
Schools are responsive to different Multilingual Learner (EL) strengths, needs and identifies and supports the socio-emotional health and development of Multilingual Learners.

This section outlines **SOUL's** policies and procedures for the initial identification, assessment, and placement of students. It ensures uniformity in enrollment practices, covering assessment methods, information provided to parents about program choices, and the assignment

of students to suitable programs.

Multilingual Learner: State and Federal Guidelines

SOUL adheres to federal, state, and local laws and policies to ensure the effective education of all Multilingual Learners. Below are descriptions of federal and state regulations pertaining to EL education. These descriptions were adopted from the San Diego Unified School District.

Federal Law

Constitution of the United States, Fourteenth Amendment (1868): guarantees that "...No State shall...deny to any person within its jurisdiction the equal protection of the laws."

Civil Rights Act, Title VI (1964): states that "...No person in the United States shall, on the grounds of race, color, or national origin...be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance."

Equal Educational Opportunities Act (1974): makes educational institutions responsible for taking the necessary steps to overcome linguistic and/or cultural barriers that keep students from equal participation in instructional programs. Specifically, "...No State shall deny equal educational opportunity to an individual on account of his/her race, color, sex or national religion, by … the failure of an educational agency to take appropriate action to overcome language barriers that impede equal participation by its students in its instructional programs..."

Supreme Court Decisions

In addition to the Federal laws, the following select court rulings further define the rights of Multilingual Learners:

Lau v. Nichols (1974)
In Lau v. Nichols (1974), the Supreme Court declared that equality of educational opportunity for students who do not understand English requires that they not only have access to "the same facilities, textbooks, teachers and curriculum..." but also requires that they have access to learn the English language. Regardless of other factors, the Court found that "...students who do not understand English are effectively foreclosed from any meaningful education" when their opportunities to learn are limited to exposure to instruction in a language they do not understand.

Castañeda v. Pickard (Texas, 1981)
The passage of this law means each Multilingual Learner receives a program of instruction in English-language development in order to develop proficiency in English as rapidly and effectively as possible AND academic instruction for Multilingual Learners is designed and implemented to ensure that all Multilingual Learners have meaningful access to grade-level core content.

California Law

Former State Bilingual Education Act: AB 507
This act (1984) established specific bilingual program requirements for identification, instruction, staffing assignments, classroom composition, reclassification, and parent involvement.

CA Education for a Global Economy Initiative (Ed.G.E.) (Proposition 58).
In November 2016, California voters approved Proposition 58, also known as the CA Ed.G.E. Initiative. The purpose of the CA Ed.G.E. Initiative is to ensure that all children in California public schools receive the highest quality education, master the English language, and access high-quality, innovative, and research-based language programs that prepare them to fully participate in a global economy.
The CA Ed.G.E. Initiative authorizes school districts and county offices of education to establish language acquisition programs for both native and non-native English speakers and requires school districts and county offices of education to solicit parent and community input in developing language acquisition programs.

Enrollment Process:

All families enrolling a child at SOUL for the first time must complete an Enrollment Packet, which includes a Home Language Survey (HLS).

The Home Language Survey is a questionnaire given to parents or guardians that helps schools and LEAs identify which students are potential ELs and who will require an assessment of their English language proficiency (ELP) to determine whether they are eligible for language assistance services.

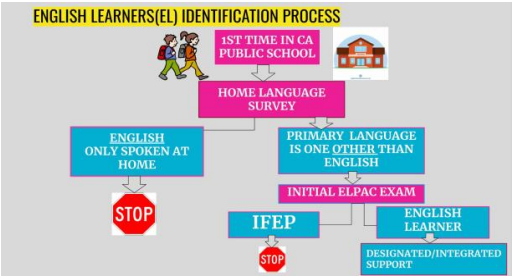
Home Language Survey Questions:

1. What language did your student learn when he/she first began to speak?

2. Which language does your student most frequently use at home?

3. Which language is most frequently used by the adults (parents, guardians, any other adults) in your home?

4. Which language is most often spoken by adults in the home? (Parents, guardians, grandparents, or any other adults)



If a language other than English is listed for **Questions 1, 2, or 4** on the Home Language Survey, the student will be tested with the Initial English Language Proficiency Assessment for California (ELPAC) or the Initial Alternate ELPAC within 30 days of enrollment. Per the Individualized Education Program (IEP) Team's decision, students with significant cognitive disabilities will be assessed with the Initial Alternate ELPAC. This information is essential for the school to provide adequate instructional programs and services. The English Language Development Coordinator mails Initial ELPAC notification letters to families of students identified to take the Initial ELPAC.

Initial English Language Proficiency Assessment for California (ELPAC)

The Initial ELPAC is used to determine whether students are classified as Multilingual Learners or Initially Fluent English Proficient (IFEP). This test evaluates students' abilities in listening, speaking, reading, and writing in English. It also provides valuable information to assist teachers in supporting students through their language acquisition and informs parents or guardians about their child's English proficiency. The Initial ELPAC covers four areas: listening, speaking, reading, and writing.

The assessment is conducted on a computer and can be administered either individually or in small groups, with the speaking portion given one-on-one by a test administrator.

Initial Multilingual Learner Alternate Assessment (ELAA)

The Initial Alternate ELPAC is the required state test for identifying English language proficiency in eligible students with the most significant cognitive disabilities, whose Individualized Education Program (IEP) team has designated the use of an alternate assessment for statewide summative assessments. The Initial Alternate ELPAC is computer-based and administered one-on-one by a test examiner who is familiar with the student.

Initial ELPAC Scoring and Program Placement

If a language other than English is listed for Questions 1, 2, or 4 on the Home Language Survey, the student will be tested with the Initial English Language Proficiency Assessment for California (ELPAC) or the Initial Alternate ELPAC within 30 days of enrollment. Per the Individualized Education Program (IEP) Team's decision, students with significant cognitive disabilities will be assessed with the Initial Alternate ELPAC. This information is essential for the school to provide adequate instructional programs and services. The English Language Development Coordinator will mail Initial ELPAC notification letters to families of students identified to take the Initial ELPAC.

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Placement Guide

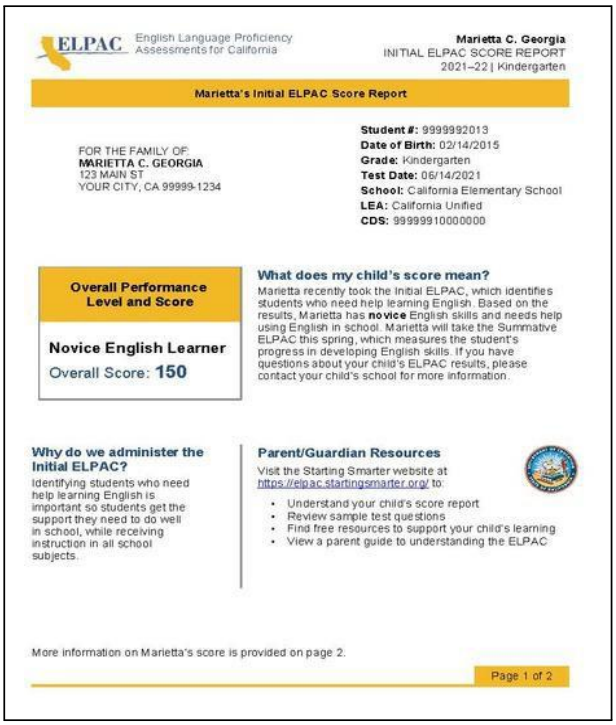
Initial ELPAC Score	
Initial Fluent English Proficient	Intermediate Multilingual Learner OR Novice Multilingual Learner
Student is placed in a Standard Instructional Program(**without** daily Designated English	Student is enrolled in Structured English Immersion (SEI) with English Language Development (ELD) support

Language Development (ELD) instruction)	

Family Notification

ELD coordinator notifies families of student's score and placement by providing Initial ELPAC SCORE NOTIFICATION letter along with the Initial ELPAC Student Score Report (SSR).

Sample Initial ELPAC Score Report (SSR)



ELPAC English Language Proficiency Assessments for California

Marietta C. Georgia
INITIAL ELPAC SCORE REPORT
2021–22 | Kindergarten

Marietta's Initial ELPAC Score Report

FOR THE FAMILY OF:
MARIETTA C. GEORGIA
123 MAIN ST
YOUR CITY, CA 99999-1234

Student #: 9999992013
Date of Birth: 02/14/2015
Grade: Kindergarten
Test Date: 06/14/2021
School: California Elementary School
LEA: California Unified
CDS: 99999910000000

Overall Performance Level and Score

Novice English Learner
Overall Score: 150

What does my child's score mean?
Marietta recently took the Initial ELPAC, which identifies students who need help learning English. Based on the results, Marietta has **novice** English skills and needs help using English in school. Marietta will take the Summative ELPAC this spring, which measures the student's progress in developing English skills. If you have questions about your child's ELPAC results, please contact your child's school for more information.

Why do we administer the Initial ELPAC?
Identifying students who need help learning English is important so students get the support they need to do well in school, while receiving instruction in all school subjects.

Parent/Guardian Resources
Visit the Starting Smarter website at https://elpac.startingsmarter.org/ to:

- Understand your child's score report
- Review sample test questions
- Find free resources to support your child's learning
- View a parent guide to understanding the ELPAC

More information on Marietta's score is provided on page 2.

Page 1 of 2

Guiding Instruction using Initial ELPAC scores:

SOUL recognizes that "there is no single EL profile and no one-size-fits-all approach that works for everyone. We strive to create programs, curricula, and instruction that are responsive to different EL student characteristics and experiences" (CA Roadmap Principal 1).

Following the administration of the Initial ELPAC or Initial Alternate ELPAC, the ELD coordinator provides teachers with a copy of the Summary Score Report (SSR) to guide teachers in:

- Delivering a standards-based, grade-level curriculum
- Offering scaffolds and support to address the academic and language needs of multilingual learners
- Providing designated English Language Development (ELD) instruction

- Integrating ELD throughout the curriculum

CHAPTER 2: PROGRAM OPTIONS

✓ **Guiding Principle 2**

Intellectual Quality of Instruction and Meaningful Access
Multilingual Learners engage in intellectually rich, developmentally appropriate learning experiences that foster high levels of English Proficiency.

SOUL is dedicated to engaging, educating, and empowering all students, including multilingual learners, to foster their English language development and academic achievement. We aspire for every student to be college, workforce, and life-ready.

This chapter provides a comprehensive overview of SOUL's approach to supporting Multilingual Learners (ELs) through a structured language program focusing on Principal #2 from the EL Roadmap.

Purposeful Placement

It is mandatory that each seat based EL student receives a daily class period of Designated English Language Development (ELD) and Integrated ELD instruction in all content areas until the student meets the criteria for reclassification.

Based on multiple data points, including Summative ELPAC performance levels, the ELD team (principal, counselor, SPED specialist, ELD coordinator) determines the student's ELD level.

Designated ELD: Structured English Immersion (SEI) course

At SOUL, all English Language Learners receive Designated English Language Development (ELD) instruction either through a Structured English Immersion (SEI) course or through their one-on-one personalized ELD instructional time using ListenWise.

SEI is a language acquisition program for Multilingual Learners in which nearly all classroom instruction is provided in English, but with curriculum and presentation designed for students who are learning English. Instruction is delivered by a fully credentialed teacher to all Multilingual Learners until the student is reclassified as Fluent English Proficient (RFEP).

Essential components of **Designated ELD** include:

- Direct instruction in reading skills including decoding, fluency, and comprehension.
- Direct instruction on the mechanics of English within meaningful contexts.
- Focus on extensive oral language practice to promote accuracy and fluency.
- Encouragement of applying newly learned language throughout the day in both academic and social situations.

Integrated ELD:

In Integrated ELD, California ELD standards are used in tandem with the state-adopted academic content standards (Title 5 California Code of Regulations [CCR] Section 11300[c]). Integrated ELD is embedded within and across content areas throughout the instructional day. Teachers support students at varying proficiency levels by differentiating instruction.

Additional Support for Newcomer Students:

SOUL provides the following additional support for Newcomer students who have been residing in the United States for less than 12 months and scored Novice on the Initial ELPAC Exam:

- Peer tutoring (pairing novice Multilingual Learners with Fluent English Proficient students)
- Counseling
- Community Resources Connection
- Specialized Reading Instruction
- Specialized Writing Instruction
- Academic Skills Targeted Instruction

Initial ELPAC Performance Level	**Summative ELPAC Performance Level**	**ELD Standards Proficiency Level Descriptors**	**Language Programs and Levels of support**
Level 1 Novice	**Level 1 Beginning to Develop**	**Emerging:** Student in this level typically progress very quickly, learning to use. English for immediate needs as well as beginning to understand and use academic vocabulary and other features of academic language	**Designated ELD: Structured English Immersion (SEI):** Provided to all multilingual learners **Integrated ELD:** embedded in all core content areas **Level(s) of Support:** Students receive substantial-to-moderate linguistic support communicate in familiar social and academic contexts and substantial linguistic support to communicate on less familiar tasks and topics.

Level 2 Intermediate	**Level 2 Somewhat Developed**	**<u>Expanding:</u>** Students at this level are challenged to increase their English skills in more contexts and learn a greater variety of vocabulary and linguistic structures, applying their growing language skills in more sophisticated ways that are appropriate to their age and grade level.	**<u>Designated ELD:</u>** **Structured English Immersion (SEI):** Provided t o all multilingual learners **<u>Integrated ELD:</u>** embedded in all core content areas **<u>Level(s) of Support</u>** Students need moderate-to-light linguistic support to engage in familiar social and academic contexts; they need substantial-to-modera te support to communicate on less familiar tasks and topics
	Level 3 Moderately Developed	**<u>Bridging:</u>** Students at this level continue to learn and apply a range of high-level English language skills in a wide variety of contexts, including comprehension and production of highly technical texts.	**<u>Designated ELD:</u>** **Structured English Immersion (SEI):** Provided to all multilingual learners **<u>Integrated ELD:</u>** embedded in all core content areas ***Level 4 students** receive Designated Support until re-classified **<u>Level(s) of Support</u>** Students with Levels 3 or 4 on Summative ELPAC receive light-to- minimal linguistic support to engage in familiar social and academic contexts; they need moderate to communicate on
Level 3 IFEP **Initially Fluent English Proficient**	**Level 4 Well Developed**		

			familiar tasks and topics. ***IFEP** students **DO not** receive additional language support.

Parent/ Legal Guardian Right To Choose the Language Acquisition Program For Their Child

Parents or legal Guardians of Multilingual Learner students have the right to opt their children out of the language acquisition program. However, parents/guardians **cannot opt out** their student out of annual Summative English Language Proficiency Assessments for California (ELPAC) or decline to have the "Multilingual Learner" status assigned to their child based on the initial ELPAC test. To opt out of the language program, parents/guardians must complete **Opt-Out Waivers** with the site administrator/ELD coordinator. The opt out waivers must be completed annually until the student reclassifies.

"The school remains obligated to take the affirmative steps required by Title VI of the Civil Rights Act of 1964 and the appropriate actions required by the Equal Education Opportunity Act of 1974 to provide EL students access to its educational programs (20 U.S.C. sections 1703[f], 6312[e][3][A][viii])." Ca Roadmap.

1. COURSEWORK: Complete all English language arts requirements for graduation with an overall grade point average (GPA) of 3.0 in those classes.

OR

2. ASSESSMENT **(CHOOSE ONE):**

- Option 1: State Assessment: Pass the California Assessment of Student Performance and Progress for English language arts administered in grade 11, at or above the "standard met" achievement level.
- Option 2: Advanced Placement (AP) Assessment: Pass an English AP examination with a score of 3 or higher (AP English Language and Composition, AP English Literature or Composition, or AP Seminar).
- Option 3: International Baccalaureate (IB) Assessment: Pass an English IB examination with a score of 4 or higher.
- Option 4: Achieve a score of 480 or above on the Evidence-Based Reading and Writing section of the SAT.

CHAPTER 3: PROGRAM MONITORING

✓ Guiding Principle 1

Assets-Oriented and Needs-Responsive Schools
Schools are responsive to different Multilingual Learner (EL) strengths, needs and identifies and supports the socio-emotional health and development of Multilingual Learners.

✓ Guiding Principle 2

Intellectual Quality of Instruction and Meaningful Access
Multilingual Learners engage in intellectually rich, developmentally appropriate learning experiences that foster high levels of English Proficiency.

✓ Guiding Principle 3

Systems Conditions that Support Effectiveness
Each level of the school system(state, county, district, school, pre-school) has leaders and educators who are knowledgeable of and responsive to the strengths and needs of Multilingual Learners and their communities and who utilize valid assessment and other data systems that inform instruction and continuous improvement.

This section explains how SOUL evaluates English Language programs. It is a responsibility of all the stakeholders to ensure that all Multilingual Learners receive effective designated and integrated support.

Local Control Accountability Plan

The Local Control and Accountability Plan (LCAP) is a critical component of California's education system designed to improve student outcomes and ensure accountability at the local level.

The Multilingual Learner (EL) goals within the Local Control and Accountability Plan (LCAP) are developed to ensure that educational agencies address the specific needs of students who are learning English. These goals are designed to improve educational outcomes for Multilingual Learners and promote their academic success.

SOUL LCAP ML Goal(s)

Goal 4 **Action 2**	■ Title: "ELs, LTELs, SPED, and Subgroups"
	■ Description: "Create systems that support and monitor Multilingual Learners (with a focus on long-term Multilingual Learners), students with special needs, and all students in need of differentiated support and instruction to make growth and access grade level instruction.
Metrics	■ Metric: "Ensure LTELs and students with special needs are making progress on individual growth plans as measured by 80% of respective subgroups making improvement on their rubric."

Guided by the Principal, the EL team—including teachers, case managers, counselor, Multilingual students coordinator, and special education teacher, dean of student support—works together with stakeholders to offer data and resources that enhance the success of Multilingual Learners (ELs). The Multilingual Students Coordinator, special education teacher and the lead counselor holds regular meetings to review and address issues related to the execution of language programs.
EL team meetings are guided by the ***SOUL LCAP Goal #1***.

Actions and Interventions to address identified student needs:

- EL data is used to inform the Local Control Accountability Plan (LCAP) to identify areas of academic need for Multilingual Learners and to provide research-based interventions within Designated ELD and Integrated ELD:
    - Tier1, Tier 2 and 3 instructional supports (e.g. differentiated instruction, scaffolding, academic vocabulary, small group instruction)
- EL data is used to inform the Multilingual Data Team of the attendance, social emotional, and academic needs to implement interventions such as:
    - parent meetings
    - home visits
    - access to connectivity devices, transportation, food bank, supplies, etc.
- EL data is used to inform all stakeholders of graduation requirements needs for Multilingual Learners and to implement:
    - Socio-emotional support
    - 1:1 meetings with case managers, EDL Coordinator and/or the lead counselor to develop graduation plan
    - Access to credit recovery program
    - Independent study contracts

Language Program Monitoring and Intervention Process

The Multilingual Learner (EL) Progress Monitoring & Intervention Tiered Process is conducted regularly throughout the year to ensure that each EL student is making adequate progress toward meeting grade-level language and content standards. If necessary, students receive extra support and targeted interventions to help them achieve proficiency.

Action Step 1: EL Team
Analyzes data to identify EL students who require extra support based on their performance in grade-level content and standards-based assessments.

Action Step 2: EL Team/ Teachers
Decide on interventions and develop a plan for these interventions.

Action Step 3: Teachers
Incorporate differentiated instructional strategies within classroom settings to address identified students' needs. Measure the progress using various types of assessments.

Action Step 4: EL Team
Re-examine data to decide on next steps: continue, discontinue, or modify interventions.
*Analyze data, *Determine root causes, *Identify, plan, implement, and record interventions.

*communicates progress to DELAC.

Systems utilized by SOUL to monitoring Multilingual Learner Status

SOUL Uses the following systems to monitor placement of Multilingual Learners, as well as students' academic and language progress.

- California Dashboard- provides detailed data and insights on how well EL students at SOUL are progressing in their language acquisition and academic achievement. The data is used to make informed decisions regarding educational strategies, targeted interventions, and professional development for Teachers.
- PowerSchool: used to manage and analyze student course placement, academic and behavioral progress through grades, reclassification reports, incident reports and attendance.
- Local Google Drive Progress Monitoring Tool: used to monitor and analyze progress of Multilingual Learners by looking at all data points collected from different measures. The analysis of individual students' progress is shared with teachers and families and serves as a guide in developing individualized student academic plan.
- NWEA: assessment data provides information on how students' progress in their language acquisition and is utilized in the decision-making process related to student's reclassification status.

Monitoring At Risk of Becoming Long-Term Multilingual Learners (AR-LTELs) and Long-Term Multilingual Learners (LTELs)

Multilingual Learners who have been enrolled in US school for more than 4 years and have not reclassified are considered At Risk of Becoming Long-Term Multilingual Learners (AR-LTELs) and students who are identified as Multilingual Learners for over 6 years are considered Long Term Multilingual Learners (LTELs).

Both **AR-LTELs** and **LTELs** receive the same support and are monitored like all Multilingual Learners.

Monitoring Students receiving Special Education Services

SOUL identifies, monitors, and supports Multilingual Learners receiving Special Education Services following the California Practitioners' Guide for Educating Multilingual Learners with Disabilities, which outlines the charter's methods and reclassification procedures in compliance with Assembly Bill 278.

Students receiving Special Education Services have the same access to ELD instruction and support as their peers who do not have IEPs. When a student qualifies for Special Education Services the IEP team decides upon linguistically and developmentally appropriate goals and objectives based on the student's needs. The student's IEP will include the goals that address English Language Development as well as accommodations and/or modifications which support access to the content areas (SBE, EL Roadmap P1E 2017).

SOUL offers a fully inclusive program for students receiving Specialized Academic Instruction (SAI) via their IEP. Within our campus, students receive their SAI during advisory time or during their personalized learning time. The EL team, including the SPED team's case manager, reviews data to provide ongoing support and oversight for Multilingual Learners receiving Special Education Services.

Multilingual Learners Documentation:

The following documents are placed in the Ed Folder (cumulative file) and/or the EL Folder for EL students:

1. Home Language Survey
2. Copy of the Initial English Language Proficiency Assessments for California (ELPAC) Student Score Report and Parent Notification letter
3. Annual Title III parent notification letter
4. Copy of the Reclassification Packet:
    a. Completed Reclassification Profile or Processed Individualized Education Plan (IEP)
    b. Recommendation for Multilingual Learner Reclassification form
    c. Signed parent/legal guardian recommendation for reclassification letter
    d. Sample of students' ELA work
    e. Summative ELPAC scores
5. Reclassification Follow-up Monitoring Review forms
6. Opt out of Multilingual Learner Programs and Services Letter/Form (if applicable)

SOUL teacher-Reflection

SOUL leadership will complete the California Multilingual Learner Roadmap teacher-Reflection Rubric to engage in dialogue, assess the current status in enacting the Multilingual Learner (EL) Roadmap Principles, and identify areas needing improvement.

CHAPTER 4: PROFESSIONAL DEVELOPMENT AND STAFFING PROCEDURES

✓ Guiding Principle 1
Assets-Oriented and Needs-Responsive Schools Schools are responsive to different Multilingual Learner (EL) strengths, needs and identifies and supports the socio-emotional health and development of Multilingual Learners.

✓ Guiding Principle 2

Intellectual Quality of Instruction and Meaningful Access
Multilingual Learners engage in intellectually rich, developmentally appropriate learning experiences that foster high levels of English Proficiency.

✓ **Guiding Principle 3**

Systems Conditions that Support Effectiveness
Each level of the school system(state, county, district, school, pre-school) has leaders and educators who are knowledgeable of and responsive to the strengths and needs of Multilingual Learners and their communities and who utilize valid assessment and other data systems that inform instruction and continuous improvement.

This section reviews professional learning opportunities provided by the SOUL to support Multilingual Learners in becoming fluent in English language and in mastering California Grade Level Standards. It will also address the certification requirements and staffing procedures for providing instruction to Multilingual Learners.

Professional Development Commitment

SOUL staff is committed to adhere to the School of Unlimited Learning mission and vision in providing instruction to all students, including EL students, by offering high-quality instruction to all students. SOUL's commitment to professional development involves a dedicated focus on continuously enhancing the skills and knowledge of teachers to improve teaching effectiveness and student outcomes.

Below is how professional development commitment is expressed at SOUL:

1. **Leadership Involvement**: Instructional leaders are actively involved in professional development efforts, modeling commitment and supporting the overall growth of their staff through ongoing *instructional* meetings, planning, and classroom observations.
2. **Ongoing Learning**: Invest in regular, high-quality coaching opportunities with the focus on instructional strategies, educational technologies, and best practices.
3. **Customized Training**: Utilize data assessment to tailor professional development to meet the specific needs of teachers and Multilingual Learner students.
4. **Collaborative Approach**: Educators engage in collaborative learning experiences such as Professional Learning Communities (PLCs), department and grade level meetings, where they share insights, strategies, and feedback. Teachers together with case managers, plan for and provide Universal Supports/Tier I instruction which includes Integrated ELD in all content areas and daily Designated ELD targeted specifically for Multilingual Learners.
5. **Support and Resources**: Provide access to necessary resources, tools, and support systems that facilitate effective implementation of new skills and knowledge. Utilize research and evidence based practices to support access to high quality, standard-based, content.
6. **Reflective Practice**: Teachers utilize 1:1 coaching, feedback, PLC and department meetings to reflect on their practices and integrate new learnings into their teaching, fostering continuous improvement.
7. **Evaluation and Feedback**: Implement observation feedback walkthroughs to assess the effectiveness of professional development programs and use feedback to make ongoing adjustments and improvements.

Professional Development

SOUL Instructional Team meets regularly to develop individual professional development plans based on the identified needs and goals that are determined for Local Control Accountability Plan.

To support teachers with professional development centered on Multilingual Learners, the Leadership Team—which includes the Principal, Vice Principal, Case managers, Dean of Student Support, and others meetings regularly. The professional development programs are customized to address the specific needs of Multilingual Learner students and are aligned with the SOUL LCAP goals.

Examples of Professional development opportunities related to ML learners including students who receive special services:

- Teachers work 1:1 with Instructional Coach(es) where they are guided and supported in creating lesson plans, developing goals, identifying instructional strategies and resources.
- Coaches will lead workshops on best practices on EL strategies and differentiation.
- ELD Coordinator and Vice Principal works closely with publishing partners such as National Geographics (EDGE), Cengage, Big Ideas, and Edgenuity to ensure the effective implementation of the core content curriculum. Publisher professional development is organized for teachers ongoing growth and those new to the curriculum.
- On-site professional development led by the principal, vice principal, MLD coordinator and coaches with the focus on the following areas:
    - ELD standards
    - Differentiation and use of support materials
    - Assessments including Language Proficiency Assessments
    - Designated ELD instruction • Integrated ELD instruction
    - Specially Designed Academic Instruction in English (SDAIE)
    - Lesson Plan Design

Adopted English Language Development Materials

ELD 1,2 - National Geographic EDGE, Fundamentals
ELD 3,4 - National Geographic EDGE, Level A

Staffing Procedures:

California statute requires that every teacher who provides instructional services to a Multilingual Learner be authorized to provide specialized instruction for those learners. This instruction would either 1) help the learners to understand instruction that is taught only in English, 2) help the learners develop their ability to listen, speak, read and write in English, 3) be provided in the learners' primary language as English is acquired, or 4) be taught in a language other than English for those learners in a dual immersion program. These are more commonly referred to as English Language Development (ELD), Specially Designed Academic Instruction in English (SDAIE), also referred to as 'integrated' language development, and bilingual instruction.*https://www.ctc.ca.gov/educator-prep/ela

At SOUL, at the time of hiring, Human Resources ensures that all our Teachers are appropriately credentialed to teach Multilingual Learners within their content areas. This requires them to have an ELAS authorization tied to their single subject credential. Additionally, if a Teacher is assigned to teach departmentalized ELD, also known as Structured English Immersion (SEI) at SOUL, Human Resources will ensure they have the appropriate credential of an ELA1, BCLAD or equivalent (including an emergency CLAD credential) to teach in this setting.

CHAPTER 5: TESTING, RECLASSIFICATION, AND PROGRESS MONITORING

✓ **Guiding Principle 2**
Intellectual Quality of Instruction and Meaningful Access Multilingual Learners engage in intellectually rich, developmentally appropriate learning experiences that foster high levels of English Proficiency.

This chapter provides information about state and school-adapted assessments utilized by SOUL to monitor progress of English language learning in becoming English proficient. It also describes the reclassification process.

CA State Assessments:

- **Initial English Language Proficiency Assessments for California (ELPAC) and Alternate Initial English Language Proficiency Assessments for California (Summative Alternate ELPAC)**

Initial ELPAC is a state test that determines the English proficiency of students in kindergarten through grade 12 who are entering California schools for the first time and whose primary language is not English. The test is required by state and federal law to ensure that all students have access to an equal and appropriate education. The test helps identify students who may need assistance learning English so they can receive the support they need to succeed in school

Alternate Initial ELPAC is designed for students with the most significant cognitive disabilities who are potential Multilingual Learners (ELs) whose individualized education program (IEP) team has determined that they are eligible for an alternate assessment.

- **Summative English Language Proficiency Assessments for California (ELPAC) Testing & Alternate English Language Proficiency Assessments for California (Summative Alternate ELPAC)**

California and federal laws mandate that local educational agencies administer a state test for English language proficiency (ELP) to eligible students from kindergarten—or the first year of a two-year kindergarten program, also known as transitional kindergarten—through grade twelve (ages 3 through 21). The Summative English Language Proficiency Assessments for California (ELPAC) are given annually to Multilingual Learner students to track their progress in learning English until they qualify for reclassification. The initial ELPAC is given to all students who enrolled in California school for the first time and indicated other languages than English on the Home Language Survey, Questions 1,2,or 4.

The **Summative Alternate ELPAC** is intended for students with the most significant cognitive disabilities who are Multilingual Learners (Summative) or potential Multilingual Learners (Initial) and have been identified as having a language other than English. This assessment evaluates a student's Receptive (Reading and Listening) and Expressive (Speaking and Writing) skills. Eligibility for the Summative Alternate ELPAC is determined and documented by the IEP team. The test is administered annually to students in grades TK-12 (ages 3 to 21).

- **ELA CAASPP Assessment**

The California Assessment of Student Performance (CAASPP), established by California Education Code (EC) sections 60640-60648.45, measures students' knowledge and skills in English Language arts/literacy (ELA), mathematics, science, and Spanish reading language arts, as well as students' progress toward college and career readiness. In High School, the CAASPP ELA/MATH assessment is administered to 11th grade students only.

School Adapted Assessments:
The school adapted assessments are administered throughout the school year to monitor students' progress both in reading, language usage, math and science.

STATE AND SCHOOL ADAPTED ASSESSMENTS			
Test Name	**Grade Level**	**Timeline**	**Guidelines**
Initial ELPAC or Alternate	9-12	July 1st-June 30th Administered throughout the year to all students who enrolled in US school for the first time and indicated other languages than English on the Home Language Survey, Questions 1,2 and/or 4.	Required by the state of CA to be administered within 30 days of students' enrollment.
Summative ELPAC or Alternate	9-12	February 1-May 31st Administered annually to all Multilingual Learners until they reclassify.	Required by the state of CA to measure students' progress in learning English
CAASPP ELA/MATH	11	Administered in Spring semester	Required by the State of CA to measure student's progress toward college and career readiness in English Language Arts and Math
NWEA (MAP) Language Usage Reading Math Science	9-12	Administered three times per year (fall, winter, spring)	Alternative assessment to measure student's progress in English development and math

Protocol for Administering the Summative ELPAC and Summative Alternate ELPAC

BEFORE TESTING

- Identify Test Examiner(s) to complete mandated Summative ELPAC or Summative Alternate ELPAC Trainings through Moodle.
- Summative Alternate ELPAC: Identify Case Manager(s) and/or Certificated Staff as Test Examiner(s) to complete the mandated Summative Alternate ELPAC Examiner Training through Moodle.
- Testing Coordinator and ELD Coordinator select appropriate Universal Tools. Designated Supports are available to all students when determined for use by an educator or team of educators (with parent/guardian and student input, as appropriate) or specified in the student's individualized education program (IEP) or Section 504 plan. Universal Tools and/or Designated Supports must be assigned in the Test Operations Management System (TOMS). Refer to the California Assessment Accessibility Resources Matrix.
- Students received special education services : The Lead Counselor and/or ML Coordinator must ensure the appropriate ELPAC assessment is documented in the IEP with any support.
- Lead Counselor /ML Coordinator, and Testing Coordinator(s) attend the Assessments Services accessibility training and refer to the California Assessment Accessibility Resources Matrix or ELPAC resources to select Designated Supports, Accommodations, Unlisted Resources, and/or Domain Exemptions as appropriate and assign them in TOMS prior to testing. (Any designated supports must be documented in the IEP or 504 plan. For additional guidance, CDE Alternate ELPAC and Alternate ELPAC Accessibility and Accommodations Guidelines.
- Create testing/staffing schedule/ Approximate Summative ELPAC Testing Times:
    - Secondary Grades 6-12 - Prepare summons:
        - Group administration (Reading, Writing, Listening) - 2.5 hours
        - Speaking - one-on-one administration - 25 minutes
- Working school network, internet connection, and internet access must be configured for testing. Have student computers and headphones available. Test Examiners will require 1 computer for administering all test domains for TK-2 and Speaking one-one-one for TK-12.
- Update students' devices and ensure the secure browser is installed.

- Summative Alternate ELPAC: All students are assessed one-on-one. Depending on disability, the student may require breaks and assessment over multiple sessions. Review site logistics above regarding technology, etc.

DAY BEFORE TESTING

- TOMS ELPAC Summative Eligibility Report to use as a checklist.
- **Confirm** the students being tested are correctly assigned in TOMS.
- **Research** newly enrolled student(s) who may/may not have been previously assessed with the Summative ELPAC (contact prior school/district regarding testing and document on checklist).
- **Print** ELPAC Directions for Administration (DFAs) or Summative Alternate ELPAC Directions for Administration (DFAs).
- **Refer** to Summative Alternate ELPAC Assessment Directions for eligible students.
- **Notify** parent/guardian of Summative ELPAC or Summative Alternate ELPAC ELPAC testing.

DURING TESTING

ELPAC Coordinator/Special Education Staff/ELPAC Examiners

- Administer the Summative Alternate ELPAC to ALL currently enrolled and identified ELs with significant cognitive disabilities as documented in the IEP.
- Monitor Summative ELPAC and Summative Alternate ELPAC completion dates by running TOMS Summative Eligibility and Completion Reports on an ongoing basis.

ELPAC Coordinator

- Verify ALL identified ELs have completed the Summative ELPAC or Summative Alternate ELPAC for students with significant cognitive disabilities as documented in the IEP. (Run ELPAC Completion Report to verify) and continue to assist the school with test completion*. Compare the list with school site testing log.
- Run reports listing newly enrolled students.
- Continue to assess all ELs who have not yet taken the Summative ELPAC or the Summative Alternate ELPAC.
- Return testing materials to Assessment Services, if applicable.

Family Notifications of upcoming assessments

SOUL provides notification of upcoming assessment to families: Sample of

Initial ELPAC/Alternate Initial ELPAC family notification Sample of

Summative ELPAC/Alternate ELPAC family notification Sample of

NWEA Assessments family notification

Sample of CAASPP assessments family notification

State Assessments Score reports

Following the administration of the ELPAC and CAASPP assessments, families receive the ***Student Scores Reports*** *via mail directly provided by SOUL Civic High.*

Reclassification

Re-classification is the process whereby a student is reclassified from

Multilingual Learner (EL) status to Fluent English Proficient (RFEP) status. Reclassification can take place at any time during the academic year, immediately upon the student meeting all the criteria.

Each LEA establishes a locally-approved reclassification process, including any documents used to communicate information regarding that process, in order to determine when students are eligible for RFEP status changes due to meeting each of the four criteria listed in California *Education Code* (*EC*) Section 313 (f) . Each criterion must be met by every student eligible for RFEP status.

SOUL Reclassification Criteria

CA State Required Criteria *Criterio General* (*EC* Section 313[f])	**SOUL Criteria** *Criter io de SOUL*
English Language Proficiency Assessment *Evaluación del dominio del inglés*	**ELPAC Overall Performance Level 4** *Rendimiento general del 4to nivel en el ELPAC*
Teacher Evaluation	**Completion of the Teacher Observation of Oral Language Form indicating that the student is a Fluent English speaker.** *Completar el formulario de observación del lenguaje oral por parte del docente indicando que el estudiante es un hablante fluido del idioma inglés.*
Parental Opinion and	**Parent signature of agreement based on the recommendation to reclassify the student to proficient.** *Firma del padre de familia del acuerdo basado en la recomendación de reclasificar al estudiante a competente.*
Comparison of Performance in Basic Skills *Comparación del Desempeño en habilidades básicas*	**Students must perform at a proficiency level of 220 or above on the NWEA MAP school benchmark assessments.** *Los estudiantes deben desempeñarse a un nivel de competencia de 220 o más en las evaluaciones comparativas escolares NWEA MAP.*

SPED Recommendation (if student has IEP) *Recomendación de equipo de Educación Especial (si estudiante tiene un IEP)*	**MAP Language Usage and/or MAP Reading** *Uso de lenguaje MAP y/o lectura MAP* - ≥ 10% growth over 1 academic year Crecimiento de ≥ 10% en 1 año académico **Meet ELA Goal(s) per IEP** *Cumplir metas de ELA en IEP.*

Guidelines for the reclassification of students who take ALTERNATE ELPAC

An alternative reclassification process is utilized for students with moderate to severe disabilities who take Alternate ELPAC assessments. The IEP team determines students eligibility to take ALTERNATE ELPAC assessment.

SOUL ALTERNATE Reclassification Criteria

CA State Required Criteria *Criterio General* (*EC* Section 313[f])	**SOUL Alternate Criteria** *Criterio de SOUL*
English Language Proficiency Assessment (ALTERNATE) *Evaluación del dominio del inglés*	**ELPAC Overall Performance Level 3** *Rendimiento general del 3to nivel en el ELPAC*
Teacher Evaluation *Evaluación del maestro*	**Completion of the Teacher Observation of Oral Language Form indicating that the student is a Fluent English speaker.** *Completar el formulario de observación del lenguaje oral por parte del docente indicando que el estudiante es un hablante fluido del idioma inglés.*
Parental Opinion and Consultation *Consulta y opinión de los padres*	**Parent signature of agreement based on the recommendation to reclassify the student to proficient.** *Firma del padre de familia del acuerdo basado en la recomendación de reclasificar al estudiante a competente.*

Comparison of Performance in Basic Skills *Comparación del Desempeño en habilidades básicas*	**Students must perform at a proficiency level of 200 or above on the NWEA MAP school benchmark assessments.** *Los estudiantes deben desempeñarse a un nivel de competencia de 200 o más en las evaluaciones comparativas escolares NWEA MAP.*

Reclassification Process

STEP 1:

- ELD Coordinator identifies and makes a list all the students who scored an OPL 4 on the Standard Summative ELPAC or OPL 3 on the Alternate Summative ELPAC
- ELD coordinator begins to complete Reclassification Form

STEP 2:

- ELD Coordinator checks students MAPS and/or CAASPP ELA scores
- Students who do not meet the requirements are flagged for further review
- Students who meet score requirements are moved to step 3

STEP 3 :

- ELD coordinator shares Reclassification Form of students who met step 1 and step 2 with Teachers for further analysis and Case Manager (if applicable)
- Once, Teacher signs recommendation for Reclassification Form and provides sample of student's work, student moves to step 4

STEP 4:

- ELD coordinator provides students family with Recommendation for Reclassification letter and schedules Parent Opinion and Consultation Meeting
- If all criteria has been met, the date of the Parent Opinion and Consultation Meeting is entered into PowerSchool as the student's reclassification date
- If a student does not meet one or more reclassification criteria, the reclassification process remains open until the student either meets the criteria or takes next year's Summative ELPAC, whichever comes first. ELD coordinator continues to closely monitor student's progress.

Note: Completed reclassification packet is filed in student's cumulative record

Recently Reclassified Fluent English Proficient (RFEP) progress monitoring

ELD coordinator together with the EL team is responsible for monitoring the progress of reclassified Multilingual Learners for at least four years following a student's reclassification.

The RFEP progress monitoring tool is used to collect and track data to monitor RFEP students progress throughout the school year. Supporting documentation monitoring students' progress is maintained until monitoring is complete. Forms documenting this progress are kept within the students' cumulative folder.

If the student does not make sufficient progress, the monitoring process will continue.

The following steps are undertaken by the ELD coordinator to inform student and families of the RFEP students' progress:

- Annual RFEP letter mailed to families
- If a student begins to fall behind on measures of achievement related to grade level standards, the EL Team meets to develop an intervention plan for the student
- Parent meeting is scheduled with the ELD coordinator, Teacher(s), and the student.
- The EL Team meets to develop an intervention plan for the student.

Interventions that may be provided:

- Specialized Reading Instruction
- Specialized Writing Instruction
- Integrated ELD Instruction
- Academic Skills Targeted Instruction

CHAPTER 6: FAMILY ENGAGEMENT

✓ **Guiding Principle 3**

Systems Conditions that Support Effectiveness
Each level of the school system(state, county, district, school, pre-school) has leaders and educators who are knowledgeable of and responsive to the strengths and needs of Multilingual Learners and their communities and who utilize valid assessment and other data systems that inform instruction and continuous improvement.

This chapter explains how SOUL Teachers fosters connections among parents, staff, and the community, laying the foundation for effective educational programs for Multilingual Learners through implementation of District Multilingual Learner Advisory Committee (DELAC) and Multilingual Learner Advisory Committee (ELAC).

Being a single school district, SOUL has combined the Multilingual Learner Advisory Committee (ELAC) and the District Multilingual Learner Advisory Committee (DELAC) into one committee. DELAC/ELAC meetings are held between 4-6 times each academic year. Meeting agendas are available at least 72 hours prior to the meeting. Meetings are held in both English and Spanish languages.

Multilingual Learner Advisory Committee (ELAC)

The California Department of Education (CDE) requires that California public schools with 21 or more Multilingual Learners form a Multilingual Learner Advisory Committee (ELAC).

ELAC shall be responsible for the following tasks:

- Advising the principal/ and staff in developing a site plan for Multilingual Learners and submitting the plan to the School Site Council for consideration of inclusion in the School Plan for Student Achievement.
- Assisting in the development of the school wide needs assessment and ways to make parents aware of the importance of regular school attendance.
- Each ELAC shall have the opportunity to elect at least one member to the District Multilingual Learner Advisory Committee (DELAC). The first elected representative from each site must be the parent/guardian of a current Multilingual Learner (not Initially Fluent English Proficient (IFEP) or Reclassified Fluent English Proficient (RFEP)) who is currently enrolled at the site they represent. DELAC representatives advise district officials on Multilingual Learner (EL) programs and services.

Composition Requirements
Parents/legal guardians of Multilingual Learners shall constitute at least the same percentage of the ELAC membership as their children represent the percentage of the student body. For example, if Multilingual Learners constitute 50% of the total school enrollment, 50% of the ELAC members must be parents of currently enrolled Multilingual Learners.
Parents of non-ELs (including RFEP, IFEP), staff, and community members may also serve on ELAC, as long as the site's EL parent/legal guardian percentage is maintained.

Elections
The parents or guardians of Multilingual Learners shall elect the parent members of ELAC. Parents or guardians of Multilingual Learners shall be provided the opportunity to vote in the election.

Training
ELAC members shall receive training materials and training which will assist them in carrying out their required advisory responsibilities. Training shall be planned in full consultation with committee members, and funds from appropriate resources may be used to meet the costs of providing the training to include costs associated with the attendance of members at training sessions.

The District Multilingual Learner Advisory Committee (DELAC)

According to the California Department of Education (CDE), each California public school district with 51 or more Multilingual Learners must form a District Multilingual Learner Advisory Committee (DELAC) unless the district designates for this purpose a subcommittee of an existing districtwide advisory committee.
DELAC is made up of elected representatives from each school's Multilingual Learner Advisory Committee (ELAC), a school-based committee required if there are more than 21 Multilingual Learners at that school.

DELAC responsibilities are:

1. Development of an LEA/District master plan, including policies, per the State Board of Education (SBE) EL Roadmap Policy, guiding consistent implementation of EL educational programs and services, that takes into consideration the SPSAs.
2. Conducting a district wide needs assessment on a school-by-school basis.
3. Establishment of LEA/District program, goals, and objectives for programs and services for ELs per the SBE adopted EL Roadmap Policy.
4. Development of a plan to ensure compliance with any applicable teacher and/or teacher aide requirements.
5. Review and comment on the school district reclassification procedures.
6. Review and comment on the written notifications required to be sent to parents and guardians.
7. If the DELAC acts as the Multilingual Learner parent advisory committee under California Education Code Sections 52063(b)(1) and 52062(a)(2), the DELAC shall also review and comment on the development or annual update of the Local Control and Accountability Plan (LCAP) or Learning Continuity Plan.
8. The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs.

RESOURCES

Office of Civil Rights/ US Department of Education

- Schools' Civil Rights Obligations to Multilingual Learner Students and Limited English Proficient Parents
- Non-Regulatory Guidance: Multilingual Learners and Title III of the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act (ESSA)

California Department of Education

- Multilingual Learners
- Multilingual Learner Legislation
- ELA/ELD Framework
- ELD Standards
- Language Acquisition Programs
- Reclassification
- California Assessment Accessibility Resources Matrix
- CA Practitioner's Guide for Educating Multilingual Learners with Disabilities Sacramento 2019ab2785guide (PDF)
- District Multilingual Learner Advisory Committee (DELAC)
- Multilingual Learner Advisory Committee (ELAC)
- Local Continuity Plan (LCP)
- Local Control Accountability Plan (LCAP)

English Language Proficiency Assessments for California

- California Assessment Accessibility Resources Matrix
- Home
- ELPAC Resources
- Initial ELPAC Performance Level Descriptors (PLDs)
- Summative ELPAC permanence Level Descriptors (PLDs)
- Summative Alternate ELPAC Performance Level Descriptors (PLDs)

CAASPP and Smarter Balanced Assessment Consortium

- California Assessment for Student Performance and Progress
- SBA Smarter Balanced Assessment System (SBA)

Primary Language Assessment

- California Department of Education - Primary Language Assessment Resources

Multilingual Learner Designation

- Newcomers Toolkit

California Multilingual Learner Roadmap

- CA EL Roadmap Home

Assembly Bill 1012

- Grading and Course Assignment - SEC. 2. Section 51228.2

Opt-Out Information

- Decline or Opt-Out (Language Acquisition Programs)

State Seal of Biliteracy

- CDE California State Seal of Biliteracy

World Languages

- 2019 World Languages Standards and 2020 World Languages Framework
- California Education for a Global Economy (Ed.G.E.) Initiative (Proposition 58)

Resources for Students receiving Special Education services

- California Practitioners' Guide for Educating Multilingual Learners with Disabilities
- ELPAC Information Guide (*CA Dept of Education) (PDF)*
- Assembly Bill 278

San Diego Unified School District

- Multilingual Department of Education

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

Charter Office
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To: Fresno Unified Board of Education
From: District Charter Review Team
Date: PUBLISHED February 10, 2026
BOARD MEETING February 25, 2026

Subject: Staff Analysis and Report of Recommendations and Factual Findings regarding the School of Unlimited Learning (SOUL) Charter Renewal Request

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This Staff Analysis and Report of Factual Findings is intended to provide the District Review Team's (DRT) recommendations and recommended findings for the Fresno Unified Board of Education's decision on the request for charter renewal. All ensuing details are specific to SOUL.

SOUL is a public charter school with Dashboard Alternative School Status (DASS) currently serving 187 students in grades 9 through 12 and is one of 10 charter schools currently authorized by Fresno Unified School District. SOUL's charter was initially approved by the Board on March 26, 1998, to provide educational opportunities for those students at risk of not receiving a high school diploma. SOUL's current charter was most-recently renewed by the Board for the period from July 1, 2018, to June 30, 2023. Pursuant to Education Code section 47607.4, the term has been extended twice by operation of law. First for two years until June 30, 2025, and now for an additional one year until June 30, 2026.

SOUL is a program operated by the nonprofit Fresno Economic Opportunities Commission (FEOC), a community action agency established to empower low-income individuals and families who need supportive services to become successfully self-sufficient. "The mission of the School of Unlimited Learning is to provide holistic learning experiences in a flexible format, thereby creating an environment that empowers students to obtain the skills, knowledge, and motivation to become self-directed, life-long learners maturing towards self-sufficiency."

PROCEDURAL STATUS

On December 01, 2025, The School of Unlimited Learning (SOUL) submitted to the District a charter petition ("Charter" or "Renewal Petition") requesting renewal of the SOUL Charter for a term of July 1, 2026, through June 30, 2031. The District Governing Board has previously

approved and renewed the SOUL Charter, with the current term of the Charter running through and including June 30, 2026. SOUL is a program operated and governed by FEOC, a nonprofit Community Action Agency founded in 1965 to combat poverty by helping people achieve self-sufficiency through various programs, in California, and throughout this document the school and the FEOC will be referred to individually, collectively, and interchangeably as "SOUL," and a reference to one shall constitute a reference to both.

Pursuant to Education Code Sections 47605(b), charter renewals are governed by the standards and criteria in Education Code Section 47605, and must include, but not be limited to, a reasonably comprehensive description of all new requirements of charter schools enacted since the charter was last renewed. As an "additional criterion" for determining whether a charter should be renewed, the chartering authority is required to consider the charter school's performance on the state and local indicators included in the California School Dashboard. SOUL is a Dashboard Alternative Status School (DASS) eligible for alternate methods of calculating the state and local indicators. As such, in determining whether to grant renewal, the District Board shall consider Dashboard performance and SOUL's performance on alternate metrics applicable to it based on the pupil population it serves. The District and SOUL met to mutually discuss and agree on the appropriate alternative metrics, and the District informed SOUL of the applicable metrics, in accordance with the requirements of the Charter Schools Act. The Board may deny renewal of a DASS charter based on this performance criterion only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of pupils. (Ed. Code § 47607(c)(7).)

If the District Governing Board renews the SOUL Charter, the new term of the Charter would begin on July 1, 2026, and run through and include June 30, 2029. This Charter renewal is governed by the standards and criteria set forth in Education Code Sections 47605 and 47607, including the appropriate alternative metrics determined applicable to this Charter renewal.

On January 14, 2026, the District Board held a public hearing on the Renewal Petition in accordance with the requirement to do so within 60 days of receipt of submission of the Renewal Petition.

Pursuant to Education Code Sections 47605 and 47607, the Board has 90 days from receipt of the renewal application to act, which may be extended by an additional 30 days by mutual agreement. SOUL and the District agreed to an extension of time. The Board will act on the Renewal Petition at its meeting of February 25, 2026.

In conducting its analysis of the Renewal Petition, the District Review Team (DRT) was impressed with the improvement and various areas of growth SOUL has made since January of 2025 and the attention to curing areas of concern through this renewal process and the previous material revision submission that occurred in June of 2024. The DRT noted areas in the Renewal Petition that required refinement, clarification, or correction to comply with law, best practices, and the standards for renewal, as described herein. In keeping with the District's ongoing cooperative relationship with SOUL, the District and SOUL met and discussed these issues, and SOUL agreed to make refinements, clarifications, and corrections. SOUL made those revisions largely resolving

the District's concerns and submitted the updated version of the Renewal Petition, and it is that updated version of the Charter on which the District Board will take action.

The complete Renewal Petition on which the Board is acting is attached to the agenda item and is also available for review at the following location: Petition and Appendices:

https://www.fresnounified.org/departments/charter-office/renewal-petitions-and-material-revisions

In accordance with District standards and best practices, the District and SOUL currently have a memorandum of understanding ("MOU") in place that governs the respective fiscal, operational, administrative responsibilities, legal relationships, and other matters not otherwise fully addressed or resolved by the terms of the current charter or the Renewal Petition. The terms of the current MOU were considered as part of the DRT's analysis of the Renewal Petition and informed this analysis, including the assessment of whether the Renewal Petition includes reasonably comprehensive descriptions of each of the required charter elements, whether or not any specific provision of the MOU is referenced herein, with the expectation and requirement that such provisions be included in the subsequent MOU between the parties as necessary to comply with this analysis, to be consistent with District standards for charter schools it oversees as essential to the renewal determination, and to support renewal of the Charter. The District will require SOUL to enter into a new MOU, and the Renewal Petition specifies SOUL's intent and agreement to enter into such an operational MOU, which will again address the respective fiscal, operational, administrative responsibilities, legal relationships, and other matters not otherwise fully addressed or resolved by the terms of the Renewal Petition and in accordance with the District's standards, requirements, policies, and best practices. That expectation and requirement further informed the analysis and recommendations contained herein.

That MOU should include the following terms. The MOU shall be for a term concurrent with the term of the Renewal Petition and will continue in full force and effect during any other period in which the District is SOUL's chartering authority unless and until it is replaced by another agreement or is specifically terminated, and the MOU shall be incorporated into the Charter and made a part thereof as if set forth in full in the Charter. A violation of the MOU shall constitute a violation of the Charter, including for purposes of Education Code Section 47607 controlling charter revocation for material violations of a charter, to the same extent as if the requirement or provision were contained in the Charter itself.

CRITERIA FOR RENEWAL OF A CHARTER PETITION

Effective July 1, 2020, the legal standards for determining whether a charter petition should be renewed were updated. Education Code Section 47607(b) specifies that charter renewals and material revisions "are governed by the standards and criteria described in Section 47605, and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed."

Pursuant to Education Code Section 47605, a renewal charter petition may be denied on the basis of written factual findings that support one or more of the following:

1. The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain an affirmation of each of the conditions required by statute.
4. The petition does not contain a reasonably comprehensive description of all the required elements.
5. The petition does not contain a declaration of whether the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of the Educational Employment Relations Act (EERA).

As noted above, SOUL is a DASS school, so the Board shall consider its Dashboard performance and its performance on alternative metrics applicable to it based on its pupil population. Per the required meeting between the District and SOUL, the mutually agreed upon alternative metrics listed below measuring seven specifics areas over the past three years (2022-23, 2023-24, and 2024-25) apply to SOUL's request for renewal. The gaps in data regarding the Covid-19 pandemic were taken into consideration when deciding in which years to apply the alternative metrics.

<u>Metric #1: Northwest Evaluation Association (NWEA) Growth – Reading</u>

- Increase the percentage of students meeting growth targets by five percent annually with 2018-2019 as the base year.

Findings: Consistent with the materials submitted by SOUL pursuant to its agreement with the Charter Office, the school reported that it met this metric in each year for which the measure was available. As a result, reading growth data was unavailable for the following years: 2018-19, 2023-24, 2024-25, and Fall 2025. SOUL identified 2024-25 as the only year appropriate for a valid reading growth comparison and, based on students with prior NWEA MAP Reading scores, reported a 13 percent increase in reading growth.

<u>Metric #2: Northwest Evaluation Association (NWEA) Growth – Math</u>

- Increase the percentage of students meeting growth targets by five percent annually with 2018-2019 as the base year.

Findings: Consistent with the materials submitted by SOUL pursuant to its agreement with the Charter Office, the school reported that this metric was met in four of the six years for which data were available, representing 67 percent. However, administration of the metric was inconsistent, with the assessment administered only during the following terms: Fall 2018, Spring 2019, Fall 2019, Winter 2020, Fall 2020, Spring 2021, Fall 2021, Winter 2022, Fall 2022, Winter 2023, Fall 2023, Winter 2024, Fall 2024, and Winter 2025.

SOUL further reported that the percentage of students meeting mathematics growth targets increased in each year except one, rising from 46 percent in 2018-19 to 65 percent in 2024-25.

Metric #3: Credit Attainment

- Increase credit attainment for first year students in grades 9-12th who are deficient in credits by twenty-five percent.

Findings: The credit attainment metric is derived from SOUL's internal transcript data for first-year, credit-deficient students and is calculated by comparing credits earned at SOUL with credits earned in the year prior to enrollment.

There is no directly comparable measure on the California School Dashboard or other publicly available data sources to independently corroborate the reported average of 15 additional credits per semester; related indicators such as Graduation Rate and the College/Career Indicator provide contextual information but are not designed to validate this metric.

Accordingly, review of this measure relies on the documentation submitted by the school, including the consistency of its internal data practices, the clarity of its methodology, and ongoing transcript review.

Metric #4: Satisfaction Rates

- 80 percent of Educational Partners' annual survey responses will demonstrate a high satisfaction rate regarding enrollment at school as indicated by "agree" or "strongly agree" to survey questions.

Findings: Consistent with other internally generated measures, the satisfaction rate metric is based on SOUL's annual surveys of education partners, with the metric defined as at least 80 percent of responses indicating "agree" or "strongly agree" regarding enrollment at the school.

SOUL reported that, since 2022, its internal survey results have reflected an average satisfaction rate of 94.3 percent, as documented in the school's LCAP, which has been reviewed for minimum; compliance by Fresno Unified School District and the Fresno County Superintendent of Schools.

Metric #5: Proficiency Rates

- Increase the percentage of students who meet or exceed the standards by 5 to 8 percent annually.

Findings: SOUL reported that it has partially met the CAASPP proficiency metric, indicating that the English language arts goal was met in one of the three years for which the metric has been available and noting that mathematics results reflect a different group of 11th grade students each year.

Publicly available CAASPP data from the California Department of Education indicate a decline of 21.5 percentage points in English language arts proficiency over the past three years, with mathematics proficiency remaining at 0.00 percent. Moreover, this year-to-year variation is standard for CAASPP reporting and does not change expectations for performance over time.

Metric #6: Graduation Rate

- 75 percent of credit eligible seniors will complete all graduation requirements annually to earn a diploma.

Findings: SOUL reported that this metric has been met in each year it has been internally tracked and monitored, noting that over the past three years, 56 graduates completed high school in their fifth or sixth year and that, since 2022-23, its internal graduation rate has averaged 94 percent among credit-eligible seniors.

Publicly available California School Dashboard data report a current graduation rate of 60.8 percent, which does not align with the school's internal figure. This difference highlights limitations in comparability between the internal measure and statewide reporting and indicates that the internal metric is not directly representative of the broader student population reflected in public data. At the same time, the internal data are indicative of SOUL's efforts to provide data focusing on the result of their actions to address graduation rates.

Metric #7: Classroom-Based Enrollment

- Increase the enrollment percentage of classroom-based students in 9-12th grade, by 3 to 5 percent annually with 2022-2023 as the base year for evaluation.

Findings: Staff have actively monitored SOUL's classroom-based student enrollment since December of 2022. Enrollment in the classroom-based program has increased from 15 students in June of 2023 to 34 students in June of 2025. SOUL's current in-seat classroom-based enrollment was reported as 31 students as of January 16, 2026. The increase as reported in June of 2025 represents a 126.67 percent increase in classroom-based enrollment. SOUL has met the agreed upon metric.

DETERMINATION CRITERIA FOR RENEWAL OF SOUL CHARTER

The data submitted within the Renewal Petition clearly shows that SOUL has demonstrated improvement and continues to show growth. There are clear areas in which SOUL is successful at helping students along the agreed-upon data points and metrics relative to similar data from similar educational entities in the area, however, there were data gaps in reading that made it difficult to comprehensively assess growth. The enrollment in the classroom-based program has more than doubled but remains largely stagnate. SOUL's plan to return to using classrooms at the remodeled facilities at 1545 N. Street, Fresno, CA 93721 is expected to support increased classroom-based enrollment.

As such, the DRT is somewhat satisfied that SOUL's performance on the Dashboard and the agreed upon alternate metrics applicable to it based on the pupil population it serves are consistent with and support renewal as described in the renewal Charter, though there are continued areas of concern that require ongoing attention and improvement by SOUL. The DRT feels that approval of the Renewal Petition for three years, at which time the District can revisit and review SOUL's performance on applicable alternative metrics, is in the best interest of the students enrolled at SOUL.

California School Dashboard

Per DASS requirements EC section 47607(c)(7), which state that the authorizer must consider performance on state [California Dashboard] and local indicators and performance on alternative metrics, mutually agreed upon alternative metrics were in place beginning August of 2025 measuring seven specifics areas the past three years, respectively 2022-23, 2023-24, and 2024-25.

The gaps in data regarding the COVID-19 pandemic were taken into consideration when deciding which years to apply the alternative metrics. The process of selecting alternative metrics in collaboration with SOUL and the authorizing staff began in the Spring of 2025. A detailed description of the legal DASS criteria is included in this report.

Distance from Standard

	English Language Arts	Mathematics	Science*
2024-25	95.0 points below	194.5 points below	46.6 science points
	21.6 points declined	6.0 points increased	9.4 points increased
2023-24	73.4 points below	200.6 points below	24.9 points below
	19.6 points declined	13.1 points declined	5.4 points declined
2022-23	53.9 points below	187.4 points below	N/A
	57.9 points increased	13.2 points increased	

*Informational purpose only; not used for accountability determinations

California Assessment of Student Performance and Progress (CASSPP)

Across the 2022-23, 2023-24, and 2024-25 CAASPP administrations, SOUL's results in English language arts and mathematics reflect persistent academic challenges for its student population. In each year, most students scored below the state standard in both subjects, with only a small percentage meeting or exceeding the standard in English language arts and no students meeting or exceeding the standard in mathematics. While year-to-year fluctuations are evident, overall performance remains below grade-level expectations, highlighting the significant distance from proficiency faced by students and the ongoing academic focus and supports required to support progress in core areas. Regarding SOUL's CASSPP participation rates, as shown in the Dashboard participation report for English language arts and mathematics, several student groups fell below the 95 percent participation threshold *except* for Female and Hispanic or Latino groups at 96 percent. SOUL's participation rate in the California Science Test (CAST) was their highest at 97.96 percent.

When compared with SOUL, the CAASPP results for comparison schools Carter G. Woodson Public Charter, Cambridge Continuation High School, and DeWolf Continuation High School across the 2022-23, 2023-24, and 2024-25 administrations reflect comparable academic performance patterns. Like SOUL, each of these schools shows English language arts and mathematics outcomes that remain below the state standard in all three years, with most students scoring below proficiency and limited numbers meeting or exceeding the standard, particularly in mathematics.

While year-to-year variation is evident across sites, none of the comparison schools demonstrates sustained performance approaching grade-level expectations. Overall, SOUL's CAASPP results align closely with those of Woodson, Cambridge, and DeWolf, indicating that academic performance levels are consistent with peer alternative and continuation high schools serving credit-deficient and academically underprepared student populations.

Percentages of Meeting or Exceeding Standards at SOUL

	English	Mathematics	Science	ELPAC**
2024-25	13.12%	0.00%	18.75%	4.76%
2023-24	15.39%	0.00%	5.13%	0.00%
2022-23	34.62%	0.00%	18.18%	8.33%

*Dashboard Alternative School Status (DASS)
**English Language Proficiency Assessment for California

Northwest Evaluation Association (NWEA): Measures of Academic Progress (MAP)

The NWEA MAP is a computer adaptive assessment in reading and mathematics that measures student achievement and growth over time using the Rasch Unit (RIT) scale. The equal-interval nature of the RIT scale, which is not tied to grade level, allows for consistent comparison of results across testing periods and years and supports instructional planning by identifying students' readiness for academic skills. SOUL initially administered all three NWEA assessments, including Reading, Language Usage, and Mathematics, beginning in Fall 2018.

After the first year, the school continued administering Mathematics and Language Usage only. In Fall 2023, following consultation with NWEA and literacy experts, SOUL transitioned from Language Usage back to Reading, resulting in incomplete longitudinal data across all assessments for all years. As a result, reading growth data was unavailable for the following years: 2018-19, 2023-24, 2024-25, and Fall 2025.

SOUL reported meeting this metric in each year it has been available, identifying 2024-25 as the only year appropriate for a reading growth comparison due to the availability of prior NWEA MAP Reading scores. Based on that comparison, the school reported a 13 percent increase among students with prior data. The school further reported that the metric has been met in four of the six years it has been in place, representing approximately 67 percent of the time, and noted that the percentage of students meeting mathematics growth targets increased across most years, except for one, rising from 46 percent in 2018-19 to 65 percent in 2024-25.

However, administration of the mathematics metric was inconsistent, with the assessment administered only during the following terms: Fall 2018, Spring 2019, Fall 2019, Winter 2020, Fall 2020, Spring 2021, Fall 2021, Winter 2022, Fall 2022, Winter 2023, Fall 2023, Winter 2024, Fall 2024, and Winter 2025.

For additional context, average NWEA MAP participation reflected disparities of approximately 85 percent across the 2018-25 period for mathematics and approximately 89 percent for reading in

2024-25, both of which fall below the 95 percent participation threshold applicable to accountability measures, including alternative metrics used for DASS renewal.

Reading

2024-25 Reading Mean RIT Scores				
Grade	Fall 2024	Winter 2025	Spring 2025	Growth
9th	- †	-	-	NA*
10th	211.1	211.5	210.7	-0.4
11th	211.3	214.8	212.3	+1.0
12th	212.1	217.1	217.1	+5.0

† Groups with fewer than 10 students are excluded due to insufficient sample size for reliable statistical analysis.
*Not Applicable: Growth cannot be determined; no previous data available.

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Mathematics

2018-25 Mathematics Mean RIT Scores				
Grade	Fall 2024	Winter 2025	Spring 2025	Growth
9th	- †	-	-	NA**
10th	209.3	214.9	218.4	+9.1
11th	213.7	218.3	219.9	+6.2
12th	213.3	222.5	224.2	+10.9
Grade	Fall 2023	Winter 2024	Spring 2024	Growth
9th	211.1	213.6	ND	+2.5
10th	215.1	218.0	ND	+2.9
11th	213.1	213.7	ND	+0.6
12th	215.8	217.1	ND	+1.3
Grade	Fall 2022	Winter 2023	Spring 2023	Growth
9th	208.5	210.4	ND	+1.9
10th	209.8	211.1	ND	+1.3
11th	216.2	214.5	ND	-1.7
12th	213.1	212.5	ND	-0.6
Grade	Fall 2021	Winter 2022	Spring 2022	Growth
9th	205.2	203.4	ND	-1.8
10th	209.3	213.5	ND	+4.2
11th	208.7	210.8	ND	+2.1
12th	211.8	212.0	ND	+0.2
Grade	Fall 2020	Winter 2021	Spring 2021	Growth
9th	-	ND	-	NA
10th	205.4	ND	206.2	+0.8
11th	218.1	ND	215.7	-2.4
12th	209.9	ND	210.1	+0.2
Grade	Fall 2019	Winter 2020	Spring 2020	Growth
9th	-	-	ND	NA
10th	210.9	214.8	ND	+3.9
11th	213.7	212.0	ND	-1.7
12th	208.7	210.3	ND	+1.6
Grade	Fall 2018	Winter 2019	Spring 2019	Growth
9th	206.2	ND	212.5	+6.3
10th	209.7	ND	212.7	+3.0
11th	215.7	ND	214.9	-0.8
12th	204.6	ND	208.4	+3.8

† Groups with fewer than 10 students are excluded due to insufficient sample size for reliable statistical analysis.
*No Data: The assessment was not administered by the school.
**Not Applicable: Growth cannot be determined; no previous data available.

Context for NWEA MAP Growth Data

In SOUL's 2018-2023 charter petition, the school committed to administering NWEA MAP assessments in the fall, winter, and spring to measure schoolwide academic growth. Since 2018-19, reported growth outcomes have been based only on students who generated NWEA "Growth Events," which require valid results in both the start and end testing windows. Due to ongoing participation disparities across testing periods, a significant portion of enrolled students did not generate Growth Events and were therefore excluded from growth calculations.

From Fall 2018 through Spring 2025, average NWEA MAP participation in mathematics reflected disparities of approximately 85 percent below enrollment. In the most recent period, Fall 2024 through Spring 2025, reading participation was approximately 89 percent. Both fall below the 95

percent participation benchmark used to determine whether assessment data are sufficiently representative for accountability purposes, including alternative metrics used for DASS renewal. In addition, changes in assessment administration over time, including discontinued and replaced subject areas, limited the ability to confirm consistent longitudinal growth.

Under AB 1505 and Education Code section 47607(c)(7), alternative metrics used for a DASS renewal must be valid, reliable, and representative of the students served. CDE guidance uses the 95 percent participation standard as the benchmark for assessing whether data meet those expectations. At the same time, as a DASS school, SOUL's renewal is evaluated using mutually agreed-upon alternative metrics aligned to its pupil population, and the DRT found that the academic outcomes submitted were comparable to, and in some cases exceeded, those of similar schools in the area, reflecting recent improvement and continued effort.

Based on participation patterns observed since 2018, the reported NWEA outcomes, except for the most recent year as agreed upon, are not reliable as a long-term schoolwide growth measure for purposes of renewal.

Renewal Site Visit Education Partners Interviews

Education partners interviews were conducted by the DRT with small groups of students, parents and guardians, teachers, and board members during December 4, 2025, renewal visit. The education partners consistently described SOUL as a small, relationship-driven program that provides a safe, welcoming, and highly personalized learning environment for students who have experienced disengagement, anxiety, or academic disruption in prior settings.

Students, families, teachers, board members, and partners emphasized the value of small class sizes, individualized instructional pacing, accessible and responsive staff, and flexible instructional models, including independent study, in supporting improved attendance, credit recovery, academic engagement, and confidence. Participants highlighted strengths in school culture, leadership stability, wraparound supports, college and career readiness services, and steady graduation outcomes, with particular recognition of recent leadership improvements that strengthened instructional coherence, staff collaboration, and data-informed practice.

Across groups, SOUL was described as meeting students where they are while maintaining accountability, reengaging students who struggled in comprehensive settings, and fostering a sense of belonging and safety. Students were especially specific about the overall support they have received from SOUL since transferring from their previous school sites. The parents were very grateful for individual attention their students received and credited SOUL for their reengagement with their educational aspirations and goals. The teachers interviewed ranged from staff who had taught at SOUL since its inception to the recently hired. Overall, the teachers felt very confident about SOUL's current direction and felt especially supported in professional development, which is primarily led by the leader of the school and supported by educational consultants. The board members interviewed consisted of FEOC staff and retired community members. The feedback they provided was transparent regarding the recent challenges SOUL had been experiencing prior to the hiring of new administration for SOUL and FEOC. The board members also recognized their expectations and obligation to stay informed of SOUL's academic, legal, and fiscal progress.

Areas identified by the education partners for continued improvement included expanded enrichment opportunities, refinements to orientation structures, facility accessibility, and growth of the in-seat instructional program, while overall feedback reflected confidence and positive momentum in the school's direction, community role, and continued capacity to support student progress and graduation. The recommended focus remains on SOUL being data oriented in sharing the academic outcomes and strategic plans for addressing low academic achievement for students in all areas previously mentioned.

Renewal Site Visit District Review Team Findings

The DRT feedback and observations from the December 4, 2025, renewal visit and follow-up staff meeting on December 11, 2025, indicate that SOUL has made significant improvement in implementing its educational program consistent with the charter and responsive to the needs of its pupil population. The program serves students who have experienced disengagement, anxiety, or academic disruption in prior educational settings and operates in a small-school context that allows for individualized instructional pacing and access to counseling and wraparound supports. Observed practices and program structures support student engagement, persistence, and reengagement, and align the school's educational approach with the needs of the students served.

The DRT identified recent leadership stability, school culture, counseling and career readiness services, and professional learning structures as key elements of the program. Instructional observations reflected an emphasis on real-world skill development and postsecondary preparation, while staff input indicated stronger instructional coherence, collaboration, and support under current leadership. The staffing model supports academic, social-emotional, and college and career planning, all of which reflects the school's increased capacity to implement the Charter as submitted.

Areas identified for continued improvement include clearer alignment between integrated and designated English Learner instruction along with formal documentation and evaluation of professional learning related to the English Learner program. Additional areas for improvement include expansion of co-curricular opportunities, attention to technology and facility accessibility needs, and continued growth of the in-seat, classroom-based instructional program. In all, the DRT findings indicate that the school has demonstrated progress in implementing its educational program and maintaining conditions necessary for student success.

In preparation for SOUL's renewal year, the Charter Office staff conducted 131 classroom visits during the period of February 2025 – October 2025. The visits on 02/24/25, 02/27/25, 03/7/25, 03/12/25, 03/19/25, 03/20/25, 09/26/25,09/30/25, 10/22/25, 10/23/25, 10/24/25, 10/29/25, and 10/30/25 included monitoring enrollment growth in classroom-based instruction, independent study, hybrid classes, and student engagement. There had been initial concerns that students were not engaging with instructional expectations when SOUL returned to classroom-based instruction in January of 2023. To address this, we provided the new leader with feedback after visitations and also spoke with the teachers as to our intent. In both aspects of classroom-based enrollment growth and student engagement, SOUL has improved significantly. The renewal visit on December 4, 2025, confirmed for the DRT that in-seat classroom-based enrollment had more than doubled and

student engagement had improved. The composition of the DRT for SOUL's renewal visit included over 50 percent of the returning members who had participated in SOUL's annual visit on January 30, 2025.

SOUL Independent Study Program

During the COVID-19 pandemic, SOUL transitioned to a fully Independent Study program beginning in 2020, a change the Charter Office understood to be temporary and consistent with actions taken by other charter schools authorized by Fresno Unified. However, in July 2021, SOUL's Governing Council determined to continue operating without a classroom-based component for the 2021-22 school year, by delivering core instruction only through Independent Study. This action was taken without prior consultation with or notification to the Charter Office and was not consistent with SOUL's approved charter, which requires the operation of a classroom-based program alongside a voluntary Independent Study option. To that end, the change constituted a material revision under the Memorandum of Understanding with Fresno Unified and required prior District approval, which was neither requested nor granted.

During the May 2022 annual site visit, the Charter Office first learned that SOUL had eliminated its classroom-based program and continued operating as a fully nonclassroom-based school. Although SOUL later clarified that it would return to offering a classroom-based program consistent with its charter, subsequent monitoring showed that classroom-based enrollment remained at minimum while Independent Study enrollment continued to increase. By June 2023, enrollment consisted of 15 students in the classroom-based program and 168 students in Independent Study, indicating that SOUL continued to operate primarily as nonclassroom-based. SOUL had determined at the time to eliminate the classroom-based component entirely and submitted a material revision request to Fresno Unified seeking approval to operate as a 100 percent Independent Study program. That request was denied by the District Governing Board in June 2024, thus requiring SOUL to maintain and increase its in-seat classroom-based program.

SOUL has returned to the in-seat classroom-based program approved in its current charter, and as previously noted in this report, in-seat classroom-based enrollment is 30 students as of January 30, 2026. For context, total enrollment in the independent study program serving grades 9-12 is 139 students. SOUL also hired its new leader on January 9, 2025. SOUL is now in compliance and understands its obligation to continue its efforts to increase its in-seat classroom-based program. Enrollment monitoring in both in-seat classroom-based enrollment and SOUL's Independent Study program continues through the end of the 2025-2026 school year.

Demographic Data

In accordance with Education Code Section 47607(d)(1)(B) and (C), the District reviewed publicly available aggregate data from the California Department of Education website reflecting pupil enrollment patterns, test score patterns, and other demographic information for SOUL.

According to the California Department of Education 2024-25 School Dashboard, SOUL's population of 189 students is approximately 86% Hispanic, 3% White, 7% African American, less than 1% Asian, and 4% other. In addition, 13.0% of students at SOUL are designated as

English learners (ELs), 13% receive special education services, and 100% qualify for free and reduced-price meals. SOUL has had Dashboard Alternative School Status (DASS) since 2023. As of December 5, 2025, SOUL currently serves 187 students.

All percentages rounded to the nearest tenth. *Certain percentages may be for a single student.* Data Source: 2024-25 CDE School Dashboard	African American	Asian	Hispanic	White	Two or More Races	Other Races/Ethnicities	English Learners	Foster Youth	Homeless	Socioeconomic. Disadvantaged	Students with Disabilities
Fresno Unified (Non-Charter)	7%	11%	70%	7%	3%	2%	19%	1%	1%	87%	15%
SOUL (DASS*)	7%	1%	86%	3%	4%	0%	13%	3%	14%	95%	13%
DeWolf High (DASS)	8%	5%	78%	7%	2%	1%	16%	2%	1%	91%	9%
Woodson Public (DASS)	18%	4%	65%	11%	2%	2%	12%	2%	2%	94%	13%

*Dashboard Alternative School Status

REVIEW OF THE CHARTER PETITION

The DRT reviewed the Renewal Petition using the criteria established in California Education Code Sections 47605 and, 47607 and found:

1. SOUND EDUCATIONAL PROGRAM

After thorough review, the DRT found the submitted renewal to be satisfactory and to provide a description of a sound educational program, consistent with SOUL's current and historical operations. Specifically, the description of the educational program, including its description of services for students who are performing below grade level and for students with disabilities, including compliance with the Individuals with Disabilities Education Improvement Act (IDEA), Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act, are appropriate and reasonably comprehensive. SOUL currently operates as a school of the District for purposes of compliance with the IDEA, and the specifics of how SOUL complies with the IDEA are further detailed in an MOU with the District. IDEA compliance will again need to be addressed through an MOU with the District.

English Learners (EL):

Based on the 2025 Summative ELPAC results on the California Dashboard, English Learners have moved from the low performing in the English Learner Progress Indicator (ELPI) to Increased significantly category with a gain of 13.0 points. The DRT has found that over the past year, SOUL has significantly improved in providing services to English Learners. As their EL population has

increased, SOUL is providing strong professional development through the Fresno County Superintendent of Schools for their teachers. Based on the December 4th renewal visit, it was evident as students were using collaborative conversations and visible planning structures that incorporated ELD strategies were prominently visible. SOUL's EL identification process and ELAC are in place as is their reclassification process and monitoring. Overall, the improvement is substantial. Recommended areas of improvement include strengthening connections between integrated and designated ELD instruction, clarify how Longterm English Learners exit from EL programs and the support provided for dully identified students.

Career & Technical Education (CTE):

Based on the December 4, 2025, renewal visit, SOUL staff demonstrated a commitment to providing students with career-focused experiences, including the implementation of CTE courses, as described on pages 32 and 40 of the Renewal Petition, that offer access to industry-relevant skills and opportunities to pursue certification. Families interviewed during the visit shared personal examples of the positive and, in some cases, transformative impact of staff support on both students and their families. Review of program implementation also identified an opportunity to further expand elective offerings in career-based education and to strengthen alignment with statewide expectations by engaging in professional learning and collaborating with CTE specialists to support accurate work-based learning reporting for purposes of the College and Career Indicator.

2. ABILITY TO SUCCESSFULLY IMPLEMENT THE PROGRAM SET FORTH IN THE PETITION

Overall, the DRT felt that SOUL currently satisfies the program requirements outlined in the Renewal Petition and therefore is confident in SOUL's ability to continue successful implementation with the understanding that SOUL must enter into the MOU including the District's standards and best practices, which remediates any remaining concerns noted herein, in order for implementation to be successful. The DRT was also in agreement that ongoing evaluation of SOUL's progress should be included in the team's recommendation.

3. AFFIRMATION OF EACH OF THE CONDITIONS REQUIRED BY STATUTE

The Charter includes each of the affirmations described in Education Code Seton 47605(e), as required by the Charter Schools Act.

4. REASONABLY COMPREHENSIVE DESCRIPTION OF THE REQUIRED ELEMENTS

For the description of each element to be considered "reasonably comprehensive," it is not enough for the Renewal Petition to include a description, but, rather, the description should be acceptable to the District and be consistent with and not contrary to the District's standards and expectations for charter schools under its oversight and the standards for renewal of a charter. As a renewal request, the descriptions of the charter elements must be updated as necessary to include a reasonably comprehensive description of any new requirement of charter schools enacted into law since the Charter was last approved and to reflect the program and operations as currently in place at SOUL. As such, some charter elements may not have been substantially revised as part of this

process, while others include legally necessary updates, and yet others include only minor revisions to reflect SOUL's operations while other elements may have required more extensive revisions. Therefore, this Staff Analysis will only address in detail the elements of the Charter that are of substantive significance to this analysis and the recommendations contained herein. For those elements that required updates to reflect the current law governing charter schools, to the extent SOUL has made such mandatory revisions, it is not necessary for this Staff Analysis specifically to note or comment on such updates, and any such revisions not specifically mentioned herein have been determined to comply with the current requirements of law and are consistent with a recommendation to approve the requested renewal for a period of three years. As noted above, the District analysis noted a few areas that needed refinement, clarification, and/or correction to comply with these standards, and SOUL submitted an updated version of the Charter that largely addressed those concerns and complied with the DRT's expectations.

A. Element One: *Description of the Educational Program/Plan for Student Academic Achievement*

The above discussion regarding SOUL's education program is incorporated herein by this reference.

SOUL presents a clear mission and vision aligned to the needs of its target students and community, offering a comprehensive grades 9-12 program grounded in 21st century learning. The academic calendar, attendance expectations, and master schedule are clearly defined, with instructional design supporting a wide range of learners, including English Learners, students with disabilities, and students performing above or below grade level. Technology, curriculum, professional learning, and goal setting align to state standards and support continuous improvement.

From a counseling perspective, SOUL provides a robust level of student support, with five full-time staff delivering counseling-related services to 187 students. This structure allows for significantly lower caseloads than those typically found in Fresno Unified School District and supports a holistic approach to student well-being and postsecondary planning.

Classroom observations during the renewal visit highlighted enriched program offerings, including collaboration with a local artist in the art program, strong cross-disciplinary support, and instructional practices that foster creativity, confidence, and student engagement. For example, the cross-country running program supports a positive and inclusive school culture, with staff and students expressing a strong sense of belonging and connection to the school community.

Additional observations noted improvements in the intentional separation of classroom-based and individualized learning spaces, strong lesson planning grounded in prior learning, effective use of individualized feedback through student conferencing, and expanded professional learning opportunities supported by an experienced instructional team. To illustrate, Free Application for Federal Student Aid and California Dream Act Application assistance workshops were confirmed through staff interviews, with additional support provided by financial aid professionals. Additionally, a review of documentation also indicated that the 2025-26 Local Control and Accountability Plan (LCAP) is scheduled for review in June 2026.

B. Element Two: *Measurable Student Outcomes*

Within thirteen months, following the transition to new leadership on January 9, 2025, the school has demonstrated significant progress, with staff and students describing increased trust, cohesion, and clarity of purpose. The charter's mission and vision are aligned to the needs of its community and are supported by a structured grades 9-12 program grounded in 21st century learning. Instructional design and ongoing professional learning are aligned and implemented regularly to support a range of learners and strengthen instructional coherence across the program.

Counseling staff are making efforts to improve College and Career Indicator outcomes, including supporting students in accessing Fresno City College courses through the High School Enrichment program when dual enrollment options are limited. SOUL's commitment to individualized learning is reflected in the implementation of the Leadership Empowerment Achievement Progress (LEAP) intervention model, which provides student-centered supports based on academic need, and is guided by local assessment data. Observations also noted growth on the California Science Test, supported by instructional practices and opportunities for teachers to share practices during professional learning.

Regarding academic performance, the school administers the SBAC (Smarter Balanced Assessment Consortium) assessments as required for state accountability, with results contributing to the Academic Indicator on the California School Dashboard. Consistent with AB 1505 provisions for schools designated with Dashboard Alternative School Status (DASS), statewide assessment results are not considered the primary source of evidence for evaluating academic progress or informing instructional decision-making. Although not used as the primary instructional decision-making tool, these assessments support subgroup reporting. Local assessments, including the NWEA MAP, are used to monitor student progress and inform instruction, with staff engaging in Professional Learning Community cycles to analyze data, adjust instructional strategies, and refine student groupings. When progress is limited, additional supports such as tutoring, differentiated materials, or expanded interventions are considered.

Classroom observations within the LEAP program highlighted the use of literacy tools to support reading comprehension, including opportunities for reflection to activate prior learning. Continued refinement was identified as an area for growth, including the use of oral language supports to activate thinking prior to writing and opportunities for students to track and reflect on their academic progress.

C. Element Three: *Method by Which Pupil Progress in Meeting Outcomes will be Measured*

Based on review of the petition, the Charter includes a reasonably comprehensive description of both the measurable pupil outcomes and the methods used to measure pupil progress. The Charter defines clear schoolwide and subgroup outcomes aligned to the Eight State Priorities through the Local Control Accountability Plan (LCAP), which outlines annual goals, metrics, and actions responsive to the individual needs of each student. Progress is measured through state-mandated assessments, accountability reporting through the California Department of Education (CDE), and ongoing local data analysis to monitor results and inform continuous improvement.

Specifically, SOUL administers all required state and federal assessments, including those applicable to DASS, and supplements these measures with locally selected assessments to monitor student progress toward defined outcomes. Assessment data indicate patterns of academic progress over time, and assessment selection aligns with the standards and skills emphasized in the instructional program. Systems are in place for collecting, reviewing, and sharing assessment information with staff and families to inform instructional planning and program monitoring.

Review of assessment practices identified opportunities to integrate interim assessment tools into classroom instruction. This includes incorporating Mathematics and English Language Arts Interim Assessment Blocks, Focused Interim Assessment Blocks, and Interim Comprehensive Assessments in non-tested grades to support student familiarity with the Smarter Balanced Assessment Consortium platform, for instance. Additional opportunities include expanded use of interim assessments and released exemplars available through the Test Operations Management System for the California Science Test and the English Language Proficiency Assessments for California to inform instruction through analysis of student responses and thinking.

To illustrate, in one classroom observation, the teacher used a Google Forms entry activity to collect short written responses following student reading of historical texts. Student responses were reviewed to check understanding, referenced during instruction, and used to connect current learning to prior knowledge as part of a sequenced lesson design.

In all, SOUL fulfills state and federal assessment requirements, including the Smarter Balanced Assessment Consortium and the English Language Proficiency Assessments for California, and complements these with ongoing local assessments such as the LEAP intervention framework and the NWEA MAP. Assessment data are reviewed during regular six-week Professional Learning Community cycles, allowing staff to adjust instruction based on student performance. Classroom observations during the visit noted the LEAP framework in use to support students through structured data review cycles, instructional groupings, and progress monitoring embedded within the school's instructional practices.

D. Element Four: *Governance Structure*

The DRT found SOUL's description of its governance structure generally to be in keeping with required laws and regulations, and SOUL provided some additional clarification and assurances of compliance with transparency and governance mandates through updates to the Renewal Petition. but there are internal inconsistencies and issues that must be remediated in this element of the Charter. SOUL confirmed its understanding that its Board may not revise its Bylaws or other corporate governance documents in a manner that would constitute a material revision to the Charter without first obtaining approval through the material revision process.

As required by the Charter Schools Act, SOUL provided the names and qualifications for the current members of its Board of Directors.

The DRT notes that it was necessary to provide SOUL letters of concern in October 2023, November 2024 and a fiscal letter of inquiry, in October 2024 due to concerns with mismanagement

at SOUL. SOUL has remediated those issues, but the fact that those serious concerns arose implicate the importance of strong governance, administrative, and management structures and operations, and the need to ensure that SOUL maintains proper management practices. Additionally, there were issues with SOUL not completing and submitting a waiver to the State Board of Education (SBE) explaining the mitigating circumstances that prevented 100% funding. SOUL's funding was reduced to 85% in Spring of 2024 in absence of the explanation. In a letter of inquiry sent to SOUL on October 22, 2024, the District asked why the process was not completed or did not meet the requirements of funding at 100%, but it was instead funded at 85%. In addition, FUSD wanted to know how the reduced funding impacted SOUL's ending fund balance and asked SOUL to confirm if it would be processing a budget revision to reduce the budget to comport with the funding allocation. SOUL addressed all questions to the satisfaction of the authorizer and State Board of Education. The new administrative leadership comprehensively cured concerns and SOUL received full funding from SBE in June 2025. While there is new administrative leadership at SOUL, these have been serious issues during SOUL's current term and require ongoing monitoring, which is consistent with the DRT's recommendation that SOUL's renewal term be for three years.

Prior concerns related to LCAP compliance and timely completion were identified during the 2021-22 through 2024-25 period, and the Board was informed at the time those issues arose. Letters of Concern were issued to SOUL on October 25, 2023, and November 15, 2024. Since that time, SOUL has addressed and cured the identified concerns through participation in FCSS-led LCAP training and, under new administration, completed the LCAP in a compliant manner that was reviewed by both the District and FCSS.

- Pursuant to Education Code 47604(c), the District is entitled to appoint a representative to the board of the entity governing SOUL, and the appointment, removal, number of terms to be served, etc., are all in the discretion of the District Board or designee, and all the rules and requirements governing the appointment, service, removal, etc. for other members of that Board as set forth in the Bylaws do not apply to any District representative. SOUL updated the Charter to make this clear but will also need to update its Bylaws prior to the commencement of the renewal term on July 1, 2026, to make the Bylaws consistent with these requirements and the provisions of the Charter.

- The Charter provides for a Governance Council that is not the governing body of SOUL, but, rather, is an advisory body. Many of the members of the Governance Council are SOUL employees. SOUL acknowledges it is subject to the conflict of interest prohibitions of Education Code Section 47604.1, including the Political Reform Act of 1974 (Gov. Code § 81000 et seq.) and Government Code Section 1090. The Renewal Petition specifically acknowledges that the provisions and limitations of Education Code Section 47604.1(d) regarding employees who serve on a charter school governing body apply at all times to FEOC and SOUL, and the MOU should specify that those same principles and limitations will be applied to members of the Governance Council who are also FEOC/SOUL employees, to ensure transparency and avoid any conflicts of interest and/or the appearance of impropriety in the work and recommendations of the Governance Council.

- The MOU between SOUL and the District will also necessarily include supplemental information regarding the governance structure consistent with the District's standards and best practices, and SOUL should agree in the Charter that it will comply with those terms.

The DRT believes this element, along with the supplemental provisions that will be included in the MOU, including to address the above-described concerns and the necessary Bylaws update, includes a reasonably comprehensive description of the SOUL governance structure.

E. Element Five: Employee Qualifications

The Charter specifies: "*Current qualifications for key positions at SOUL are outlined in specific job descriptions and overseen by Fresno EOC Human Resources Department. Qualifications for specific positions are also included below and may be changed from time to time as deemed appropriate by Fresno EOC and any applicable legal requirements*." To be clear, the Charter is required to specify the qualifications for employment at SOUL, thus the minimum qualifications for key positions at SOUL must be set forth in the Charter and are subject to the District's review and approval as part of the Charter renewal process. As such, SOUL is prohibited from *reducing* the qualifications from those as described in the Charter without first obtaining a determination from the District Superintendent or designee as to whether the proposed change is a material revision to the Charter, and, if it is, the change may only be made through the material revision process of the Charter Schools Act. The assertion in the Charter to the contrary is violative of the Charter Schools Act and is specifically rejected, and this must be corrected through the MOU.

The DRT notes that the Chief Academic Officer/Principal and the Vice-Principal positions both provide that a valid California Administrative Services Credential is preferred, but omits to specify that a valid California teaching or pupil personnel services credential is required, though that is implied by the preference for an Administrative Services Credential and the mandatory teaching experience required for the positions. This underlying credential requirement is essential given the job duties of these positions and should be specified in the MOU.

While the Charter affirms appropriate credentialing requirements for teachers, sets forth qualifications for administrative and certificated positions, and specifies responsibilities for the principal, it does not include the minimum qualifications for instructional support and non-instructional staff. Human Resources notes that the Renewal Petition lacks detail regarding staffing structures and personnel practices. The Renewal Petition also does not clearly define responsibilities and accountability for other key positions or a clear plan for recruitment, development, and evaluation of staff and the school leader, which are significant in assessing the likelihood of SOUL's ongoing success in implementing the program set forth in the Charter. In addition, the Renewal Petition does not describe a proposed teacher-to-student ratio and increased clarity around staffing qualifications, roles, and lines of authority would be desirable. These matters should be addressed through the MOU and/or further discussion with SOUL regarding its processes.

The DRT believes this element includes a reasonably comprehensive with the necessary qualification that SOUL may not unilaterally reduce the minimum qualifications for employment at SOUL absent a determination by the Superintendent or designee that such a proposed change is

not a material revision to the Charter, and with the potential for follow up through the MOU and/or discussions with SOUL regarding its employment requirements and practices.

F. Element Six: *Health and Safety*

SOUL provided an overview of Health and Safety Policies and Procedures, including the process for employee fingerprinting and background checks and a commitment to update its School Safety Plan by March 1 each year. These policies and procedures include a number of updates that have been enacted since SOUL's Charter was last renewed, in accordance with the Charter Schools Act. SOUL updated the Renewal Petition to include overviews of a variety of additional health and safety policies and procedures applicable to it as a charter school. The Charter specifies that SOUL is committed to providing a school that is free from discrimination, sexual harassment and any harassment based on protected characteristics and that SOUL has adopted comprehensive policies to prevent and remediate concerns about discrimination or harassment. The DRT found SOUL's Health and Safety protocols to be in keeping with required laws and regulations.

The DRT believes this element includes a reasonably comprehensive description of health and safety procedures and notes the MOU may include references to additional health and safety procedures with which SOUL is required to comply.

G. Element Seven: *Racial, Ethnic, English Learner, and Special Education Balance*

The DRT found SOUL's plan for achieving a racial, ethnic, English Learner, and special education balance reflective of the District to be in keeping with the District's expectations. The District also noted strong efforts concerning community outreach, advertisements, and recruitment of staff and students of all backgrounds particularly in the areas of increasing classroom-based enrollment.

Consistent with best practices, SOUL has added to the Charter a commitment that at least annually, following the completion of its open enrollment period and any required public random drawing, SOUL shall audit, assess, and review the results of its outreach and recruitment plan in order to determine the effectiveness of its efforts to achieve the pupil balance provided for in the Charter Schools Act and modify its plan, including recruitment and outreach efforts, to improve the effectiveness of its plan as necessary.

The DRT believes this section includes a reasonably comprehensive description of the means of achieving a racial, ethnic, English Learner, and special education balance reflective of the population of the District.

H. Element Eight: *Admissions Policies and Procedures*

The DRT found the Renewal Petition's admission policies and procedures generally to be in keeping with the District's expectations and the requirements of law, including the nondiscrimination and admissions/enrollment protections as well as a reasonably comprehensive description of the admissions process and public random drawing procedures should there be more applicants than spaces. SOUL's student body data also showed the school's dedication to marketing its program to the entire community. Moreover, recruitment is conducted through a variety of methods, including, but not limited to, social media posts, television coverages, radio interviews, signage, flyers, home

visits, and word of mouth, with multiple languages used as often as feasible in the recruiting process.

Existing students are entitled to reenroll in the following year, and SOUL proposes to provide admission preference in the following order previously approved by the District Board:

(1) District residents;
(2) all other eligible applicants

The admission preference for District residents is required by the Charter Schools Act.

SOUL made necessary revisions and updates to this element of the Charter to be consistent with the admissions requirements applicable to charter schools that offer both an in-seat and an independent study program.

The DRT believes this updated element includes a reasonably comprehensive description of the admissions policies and procedures.

I. Element Nine: *Financial Audit*

The DRT found the Renewal Petition generally to be in keeping with the District's expectations, and the District appreciates the plan to maintain open communication in the case there are audit exceptions or deficiencies that require resolution.

This element specifies SOUL's understanding that it must resolve audit exceptions and deficiencies to the District's satisfaction, in accordance with Education Code Section 47605(c)(5)(I).

The DRT also notes that SOUL successfully resolved District Fiscal Department's concerns as specified in the letter of inquiry regarding nonclassroom-based funding sent to SOUL on October 22, 2025.

The DRT believes this updated element includes a reasonably comprehensive description of the financial audit.

J. Element Ten: *Student Suspension/Expulsion Procedures*

The DRT found that the suspension and expulsion procedures are generally consistent with current state law and Education Code requirements applicable to noncharter California public schools. The Charter Schools Act requires the Charter to provide a reasonably comprehensive description of the procedures for suspension and expulsion from SOUL. As such, the causes for suspension and expulsion and the procedures to be followed by SOUL as set forth in the Renewal Petition govern these procedures at SOUL. SOUL may not substantively revise the causes and/or procedures, except to comport with requirements of law or to track revisions to the causes and procedures applicable to non-charter California public schools, without SOUL first obtaining a determination from the District Superintendent or designee whether the proposed revision(s) is a material revision to the Charter. SOUL removed from the Renewal Petition a statement that incorrectly indicated SOUL could unilaterally amend these policies and procedures.

The procedures address communication with parents, guardians, and other responsible individuals, suspendable and expellable offenses, involuntary removal, students with disabilities, and the expulsion and removal processes. These policies and procedures are generally consistent with the District's expectations and the procedures required in noncharter California public schools.

The DRT believes this updated element includes a reasonably comprehensive description of SOUL's procedures for student suspensions and expulsions.

K. Element Eleven: *Employee Retirement System*

The Charter provides that service eligible faculty participate in the State Teachers' Retirement System (STRS), and all other employees participate in federal social security, and further specifies the FEOC Human Resources Department is responsible for compliance. SOUL updated this element to clarify that it may add additional retirement system options while not indicating it could unilaterally decrease such options without a material revision to the Charter.

The DRT also notes that the references in the Charter, including in this element, to "classified" employees should be to "non-certificated" employees because "classified" is a term from Education Code provisions that do not apply to and have not been adopted by SOUL.

The DRT believes this updated element includes a reasonably comprehensive description.

L. Element Twelve: *Public School Attendance Alternatives*

The Renewal Petition accurately provides that District resident students who choose not to attend SOUL may attend their school of residence according to District policy and/or may attend other schools through compliance with the District's intra- and inter-district attendance policies. It further provides that families are informed that students have no right to admission to any particular school of a local education agency as a result of enrolling at SOUL except as such right might be offered by that agency.

The DRT believes this element includes a reasonably comprehensive description of public school attendance alternatives.

M. Element Thirteen: *Description of the Rights of An Employee of the District Upon Leaving the Employment of the District, to be Employed by the Charter School*

This provision of the Renewal Petition correctly specifies that employees who leave the District's employment to work at SOUL have no automatic right to return to the District except rights granted by the District, and that employment at SOUL grants no rights of employment at any other entity, including in the case of SOUL's closure.

The DRT believes this element includes a reasonably comprehensive description of employee return rights.

N. Element Fourteen: *Dispute Resolution*

The dispute resolution procedure proposed by SOUL was inconsistent with the District's acceptable processes for dispute resolution with charter schools under its oversight and the District informed SOUL that it would not agree to be bound by this process. The proposed language also would have improperly limited the District's oversight and authority in the case of a complaint or report regarding SOUL. SOUL updated the dispute resolution element to be consistent with the District's dispute resolution procedures, except SOUL retained a requirement to include mediation to attempt to facilitate a resolution of disputes between SOUL and the District for which the District has not determined to commence revocation proceedings. SOUL cannot require the District to agree to use mediation, therefore the District will determine whether to agree to such a mediation step and address any revisions in the MOU.

The DRT believes this updated element includes a reasonably comprehensive description of the dispute resolution procedures, with the understanding that if the District determines not to agree to be bound to mediate disputes, that update will necessarily be addressed in the MOU.

O. Element Fifteen: *Closure Protocol*

The District appreciates the strong attention to maintaining official records in the case of a closure as that is usually among the District's chief concerns in a closure situation. The DRT found this section to be clear and appreciates SOUL updating it to specify that the closure protocols and obligation to close SOUL in accordance with law and regulation survive the revocation, expiration, termination, or cancellation of the Charter or any other act or event that would end SOUL's right to operate as a charter school pursuant to the Charter or cause SOUL to cease operating.

While the Charter states that the required notices will be sent to various interested parties "as soon as possible," more specific maximum timelines for issuing such notices will need to be specified in the MOU. SOUL did update this element to expand the list of entities to which it will provide closure notices. SOUL also updated this provision to clarify that remaining assets generated by state or federal apportionment funds for SOUL students will be distributed to the District, a California public school, or a California public school district upon closure of SOUL.

The DRT believes this updated element includes a reasonably comprehensive description of the closure procedures, though it will be supplemented with more specific timelines through the MOU.

5. REQUIRED SUPPLEMENTAL INFORMATION

The DRT reviewed the SOUL Renewal Petition, which includes the budget narrative, projected budget, cash flow for Fiscal Years (FY), and several other financial documents. The District financial team found all documents to be in keeping with the District's expectations and had no recommendations at this time. The District also noted SOUL's past practice of strong communication with the District in all matters, including financial matters, and strong financial planning and implementation. The DRT found the submission to be in keeping with those past practices and is satisfied with SOUL's fiscal plan and financial documents.

FINANCIAL ANALYSIS

The District's Financial Review Team has completed its fiscal impact analysis for SOUL. The estimated fiscal impact to the District for the approval of the renewal has decreased from $2.6 million to $2 million in 2026/27, with projected impacts of $2.1 million in 2027/28 and $2.2 million in 2028/29.

The following is the fiscal impact of the renewal by fiscal years:

School of Unlimited Learning 2026/27		
Renewal		
Total Enrollment		200
# of Resident Students (Projected)		175
ADA Rate		92.00%
Total Estimated ADA		160.87
Avg Estimated LCFF Revenue (per ADA)*	$	18,245
Total Revenue	$	2,935,111
Staffing Ratios (TK:12, K-3:23, 4-6:28, 7-8:27, 9-12:28)		6
Avg Teacher Salary	$	152,000
Less Avg Teacher Salary	$	912,000
Total Fiscal Impact	**$**	**2,023,111.00**
Original Petition		
Total Enrollment*		280
# of Resident Students (Projected)		245
ADA Rate		92.00%
Total Estimated ADA		225.22
Avg Estimated LCFF Revenue (per ADA)*	$	18,245
Total Revenue	$	4,109,156
Staffing Ratios (TK:12, K-3:23, 4-6:28, 7-8:27, 9-12:28)		10
Avg Teacher Salary	$	152,000
Less Avg Teacher Salary	$	1,520,000
Total Fiscal Impact	**$**	**2,589,156.00**
Actual Fiscal Impact	**$**	**566,045.00**

School of Unlimited Learning 2027/28		
Renewal		
Total Enrollment		200
# of Resident Students (Projected)		175
ADA Rate		92.00%
Total Estimated ADA		160.87
Avg Estimated LCFF Revenue (per ADA)*	$	18,871
Total Revenue	$	3,035,881
Staffing Ratios (TK:12, K-3:23, 4-6:28, 7-8:27, 9-12:28)		6
Avg Teacher Salary	$	152,000
Less Avg Teacher Salary	$	912,000
Total Fiscal Impact	**$**	**2,123,881.00**
Original Petition		
Total Enrollment*		280
# of Resident Students (Projected)		245
ADA Rate		92.00%
Total Estimated ADA		225.22
Avg Estimated LCFF Revenue (per ADA)*	$	18,871
Total Revenue	$	4,250,234
Staffing Ratios (TK:12, K-3:23, 4-6:28, 7-8:27, 9-12:28)		10
Avg Teacher Salary	$	152,000
Less Avg Teacher Salary	$	1,520,000
Total Fiscal Impact	**$**	**2,730,234.00**
Actual Fiscal Impact	**$**	**606,353.00**

School of Unlimited Learning 2028/29		
Renewal		
Total Enrollment		200
# of Resident Students (Projected)		175
ADA Rate		92.00%
Total Estimated ADA		160.87
Avg Estimated LCFF Revenue (per ADA)*	$	19,496
Total Revenue	$	3,136,329
Staffing Ratios (TK:12, K-3:23, 4-6:28, 7-8:27, 9-12:28)		6
Avg Teacher Salary	$	152,000

Less Avg Teacher Salary	$	912,000
Total Fiscal Impact	**$**	**2,224,329.00**
Original Petition		
Total Enrollment*		280
# of Resident Students (Projected)		245
ADA Rate		92.00%
Total Estimated ADA		225.22
Avg Estimated LCFF Revenue (per ADA)*	$	19,496
Total Revenue	$	4,390,861
Staffing Ratios (TK:12, K-3:23, 4-6:28, 7-8:27, 9-12:28)		10
Avg Teacher Salary	$	152,000
Less Avg Teacher Salary	$	1,520,000
Total Fiscal Impact	**$**	**2,870,861.00**
Actual Fiscal Impact	**$**	**646,532.00**

ADA

The multiyear financial plan for SOUL assumes 184 ADA in FY 2026–27. Current CBEDS enrollment is 184 students, and ADA is projected to remain constant in subsequent fiscal years. These projections appear reasonable and consistent with historical enrollment patterns.

Grade Levels	2026-27	2027-28	2028-29	2029-30	2030-31
9th-12th Grade	184	184	184	184	184
Totals	184	184	184	184	184

Revenues

Revenue projections appear reasonable and are based on current School Services of California (SSC) dartboard assumptions, historical revenue trends, and estimated ADA for Local Control Funding Formula (LCFF) revenue. Overall, the revenue assumptions align with current market indicators and appropriately reflect anticipated funding levels.

Expenses

Total expenditures are projected to decrease slightly in FY 2026–27, followed by growth in subsequent years. The year-over-year expenditure change is summarized below:

2026-27	2027-28	2028-29	2029-30	2030-31
-4.57%	3.34%	3.04%	2.98%	0.98%

Debt

SOUL currently operates under a yearly facility lease with Sanctuary and Support Services. The annual lease amount is $140,790, payable in monthly installments of $11,732.50. The lease includes alterations and additions; however, janitorial, maintenance, and utility costs are not included. Renewal of the lease is contingent upon the approval of SOUL's Renewal Petition. Upon successful renewal and approval of the new charter term, the lease will extend for the duration of that term.

Financial Performance and Recommendations

Based on the analysis of financial projections and historical performance, SOUL demonstrates sufficient revenue to meet its financial obligations for the current fiscal year and throughout the term of renewal. The ending fund balance is projected to average approximately 62.08%, indicating strong fiscal reserves and a stable financial position. It is Fiscal's recommendation to proceed with renewal.

6. POTENTIAL CIVIL LIABILITY EFFECTS ON THE SCHOOL AND DISTRICT

The District's Risk Management team found the petition's civil liability and insurance portions to be conceptually on track to satisfy the District's expectations, though they consisted only of general statements of intent. The Charter specifies that SOUL acquires and maintains insurance coverage of the types and in the amounts "required for a charter school of similar purpose and circumstances" with coverage amounts based on recommendations provided by SOUL's insurance carrier and approved by the FEOC Board. This does not go far enough to address potential civil liability effects. The District worked with SOUL and explained that SOUL must comply with the District's risk management standards and requirements, including the types and amounts of insurance coverage, how the District is covered thereby, and the District's requirements regarding indemnity, defense, and hold harmless, and cannot have different or lesser coverage that does not meet the District's standards, in order adequately to address the potential civil liability effects on SOUL and the District, as required by the Charter Schools Act. SOUL updated its Charter to specify that in addition to the other provisions included in the Renewal Petition, SOUL understands that it must, at minimum, comply with the District's risk management standards, terms, and requirements for insurance, indemnification, defense, and hold harmless provisions to protect the District and SOUL from potential civil liability effects, and the specifics of those requirements will be set forth in the MOU. SOUL also stated that such "risk management standards and requirements for insurance shall be commercially reasonable, typical for charter schools of SOUL's size, fair, and within the scope of insurance products actually available to SOUL in the insurance marketplace and at rates in line with what charter schools generally budget for insurance." While the District's applicable risk management standards are reasonable and available in the marketplace, the District notes that the required insurance coverage is *not* dependent on SOUL's size, but, rather, is based on the risk posed by its operations. Further, the required insurance will not be defined by "what charter schools generally budget for insurance," which is an unknowable and undefinable metric, and whether charter schools "generally" budget appropriately for the actual costs of adequate insurance coverage is not an appropriate or acceptable measure of the coverage requirement. The DRT further notes that the District complies with appropriate and effective risk management standards and multiple other charter schools authorized by the District have recently agreed to the District's

reasonable risk management terms, and SOUL will be expected and required to do the same. The DRT provided SOUL with a copy of the insurance and indemnification provisions that will be required to be included in the MOU and SOUL agreed to those terms and their inclusion in the MOU, which will make SOUL compliant with this requirement.

7. EXCLUSIVE PUBLIC EMPLOYER

As required by the Charter Schools Act, the Charter specifies that FEOC shall be deemed the exclusive public employer of the employees of SOUL for the purposes of the Educational Employment Relations Act ("EERA").

8. REQUIREMENTS FOR GRADE-LEVELS SERVED, FACILITY LOCATION, AND STUDENTS SERVED

SOUL currently serves students in grades 9-12. It is located within the boundaries of the District at 2336 Calaveras St., Fresno, California, 923721 and with the proposed addition of 1545 N. Street Fresno, CA 93721. SOUL plans to remain at those locations during the renewal term.

The DRT found SOUL provided the required information regarding grade levels served, facility location and students served. Plans for addressing the Americans with Disabilities Act accommodations and expansion to 1545 N. Street, Fresno, CA 93721 have been shared with timelines of completion.

CONCLUSION AND RECOMMENDATION

Based on the analysis of the Renewal Petition and the recommended findings, the DRT recommends that the District Board adopt proposed Resolution No. 26-50 Approving the Charter Renewal for The School of Unlimited Learning for three years beginning July 1, 2026, through June 30, 2029. SOUL would come before the Board again in 2028-2029 to apply for a subsequent renewal for a term to begin July 1, 2029.

While the charter school has sufficiently met the standards and criteria set forth in the California Charter Schools Act, Education Code section 47605, to garner a recommendation from the DRT that the Charter be renewed, the DRT has based the recommendation for a three-year renewal on the need for consistent data collection and reporting of academic outcomes and the other issues noted herein.

To this end, SOUL is on track to successfully implement its proposed renewal petition with focused efforts and actions to consistently improve its academic outcomes. SOUL provides a welcoming supportive learning environment for all students with a dedicated staff and community. We look forward to their continued growth and partnership.

Any subsequent proposed material revisions of the provisions of the Charter may be made only with the approval of the District Board as the chartering authority pursuant to the standards and requirements of Education Code sections 47607 and 47605.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: DISCUSS AND APPROVE

TITLE AND SUBJECT: Discuss and Approve Academic Calendars for School Years 2026/27 and 2027/28

ITEM DESCRIPTION: Included in the Board materials are the Academic Calendars for school years 2026/27 and 2027/28.

The recommended Academic Calendar is Option 1. The Option 1 Academic Calendar was preferred by educational partner groups, including community members, families, labor partners, and students.

The recommended 2026/27 and 2027/28 Academic Calendars were designed to address essential calendar components such as:

- Ensuring balance across reporting periods, which allows for leveling classrooms, student movement, and consideration for second-semester testing windows.
- Establishing reporting periods that provide adequate time for assessment and timely feedback to parents and students.
- Strategically scheduling Institute/Buy Back Days to optimize teacher implementation and maximize student attendance.
- Aligning with surrounding districts, state, and community college schedules to promote consistency for students and families.

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

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Carlos Castillo, Ed.D. Carlos Castillo (Feb 2, 2026 08:24:36 PST)

Academic Calendars

2026/27 and 2027/28

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

Overview

- Share information about the academic calendar process
- Synthesize educational partner feedback
- Provide recommendation for Board approval

OUR MISSION

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

OUR VISION

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

GOALS

GOAL 1 EARLY LITERACY

The percentage of 1st graders who are proficient in literacy based on iReady results will increase from 48% in June 2024 to 80% June 2030.

GOAL 2 LITERACY INTERVENTION

The percentage of 3rd-8th grade students who are more than one year behind as measured by Smarter Balanced (SBAC) English Language Arts (ELA) who make more than one year's growth will increase from 30% in June 2024 to 50% by June 2030.

GOAL 3 COLLEGE & CAREER READINESS

The percentage of students graduating from high school who are college and career ready based on CCI will increase from 43% in June 2024 to 64% by June 2030.

GOAL 4 LIFE SKILLS

The percentage of 6th, 8th, and 12th grade students who demonstrate benchmarked competencies in the skills listed in the Portrait of a Learner using age-appropriate assessments will increase by X% in June 2027 to Y% by June 2030.

GUARDRAILS *synthesized version*

COMMUNITY ENGAGEMENT

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

EQUITABLE ACCESS

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

EFFECTIVE STAFF

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

HEALTH & WELLNESS

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

NUESTRA MISIÓN

Nutrimos y cultivamos los intereses, el intelecto y el liderazgo de nuestros estudiantes al brindar una educación excelente y equitativa en un ambiente culturalmente competente.

NUESTRA VISIÓN

Donde los estudiantes, familias y personal son valorados y empoderados para alcanzar su máximo potencial.

METAS

PRIMERA META ALFABETIZACIÓN TEMPRANA

El porcentaje de estudiantes de primer grado que son competentes en alfabetización según los resultados de iReady aumentará del 48% en junio de 2024 al 80% en junio de 2030.

SEGUNDA META INTERVENCIÓN EN ALFABETIZACIÓN

El porcentaje de estudiantes de 3º a 8º grado que están atrasados más de un año según lo medido por el Smarter Balanced (SBAC) Artes de Lenguaje Inglés (ELA) y que logran crecimiento de más de un año, aumentará del 30% en junio de 2024 al 50% en junio de 2030.

TERCERA META PREPARACIÓN PARA LA UNIVERSIDAD Y LA CARRERA PROFESIONAL

El porcentaje de estudiantes que se gradúan de la escuela preparatoria y están preparados para la universidad y una carrera profesional según el CCI aumentará del 43% en junio de 2024 al 64% en junio de 2030.

CUARTA META HABILIDADES PARA LA VIDA

El porcentaje de estudiantes de 6º, 8º y 12º grado que demuestren competencias del punto de referencia en las habilidades enlistadas en el Retrato de un Estudiante mediante las evaluaciones adecuadas para su edad aumentará en un X% en junio de 2027 a un Y% en junio de 2030.

PARÁMETROS *Versión Sintetizada*

PARTICIPACIÓN DE LA COMUNIDAD

No se presentarán decisiones importantes a la Mesa Directiva sin un plan de participación comunitaria.

ACCESO EQUITATIVO

Las metas se alcanzarán sin excluir grupos distintos y/o vulnerables como Afroamericanos, Estudiantes Aprendices de inglés, Jóvenes en Hogar de Crianza, Estudiantes sin Hogar o con Discapacidades.

PERSONAL EFICAZ

La contratación, promoción o movimiento lateral del personal solo se llevará a cabo con quienes cumplan con los estándares.

SALUD Y BIENESTAR

Las metas se alcanzarán sin comprometer la salud y el bienestar de los estudiantes y el personal.

Fresno Unified School District
EVING OUR GREATEST POTENTIAL

PEB LUB HOM PHIAJ

Peb saib xyuas thiab txhawb nqa peb cov tub ntxhais kawm ntawv cov kev nyiam, kev txawj ntse, thiab kev coj noj coj ua los ntawm kev muab kev kawm ntawv zoo thiab sib luag hauv ib puag ncig uas hwm thiab tos txais txhua haiv neeg.

PEB LUB ZEEM MUAG

Qhov chaw uas cov tub ntxhais kawm ntawv, tsev neeg, thiab cov neeg ua haujlwm raug saib muaj nuj nqis thiab tau txhawb kom lawv ncav cuag lawv lub peev xwm loj tshaj plaws.

COV HOM PHIAJ

HOM PHIAJ 1 KEV NYEEM NTAWV THAUM NTXOV

Qhov feem pua ntawm cov tub ntxhais kawm ntawv qib 1 uas muaj kev txawj nyeem ntawv raws li cov txiaj ntsig iReady yuav nce ntawm 48% thaum lub Rau Hli 2024 mus txog 80% thaum lub Rau Hli 2030.

HOM PHIAJ 2 PABCUAM NYEEM NTAWV

Qhov feem pua ntawm cov tub ntxhais kawm qib 3 txog 8 uas poob qab ntau tshaj ib xyoos raws li kev ntsuas Smarter Balanced (SBAC) English Language Arts (ELA), thiab uas kawm tau siab tshaj ib xyoos nyob rau ib lub xyoo kawm ntawv, yuav nce ntawm 30% thaum lub Rau Hli 2024 mus txog 50% thaum lub Rau Hli 2030.

HOM PHIAJ 3 KEV NPAJ TAU RAU COLLEGE THIAB UA HAUJLWM

Qhov feem pua ntawm cov tub ntxhais kawm ntawv tiav high school uas npaj mus kawm college thiab ua haujlwm raws li CCI yuav nce ntawm 43% thaum lub Rau Hli 2024 mus txog 64% thaum lub Rau Hli 2030.

HOM PHIAJ 4 COV KEV TXAWJ PAUB HAUV LUB NEEJ

Qhov feem pua ntawm cov tub ntxhais kawm ntawv qib 6, 8, thiab 12 uas kawm tau li cov txuj ci tau teev tseg hauv Daim Duab Ntawm Tus Kawm los ntawm kev tshau uas phim lawv hnub nyoog, yuav nce ntawm X% thaum lub Rau Hli 2027 mus txog Y% thaum lub Rau Hli 2030.

COV GUARDRAIL *hom ntsiab lus tagnrho*

KOOM TES NROG ZEJ ZOG

Tsis pub muaj kev txiav txim siab loj tham rau pawg Board yog tsis tau zej zog kev npaj koom tes.

MUAJ VAJ HUAM SIB LUAG

Cov hom phiaj yuav ua kom tiav yam tsis cais tawm cov pab pawg sib txawv thiab/lossis cov pab pawg tsis khov xws li cov African American, Cov Neeg Kawm Lus Askiv, Foster Youth, Cov Neeg Tsis Muaj Tsev Nyob lossis Cov Tub Ntxhais Kawm Mob Tsis Taus.

COV NEEG UA HAUJLWM ZOO

Kev ntiav neeg, nce qib lossis kev hloov haujlwm them nyiaj li qub rau cov neeg ua haujlwm tsuas yog muaj tshwm sim rau cov ua tau raws li cov qauv.

KEV NOJ QAB HAUS HUV THIAB KEV NOJ QAB NYOB ZOO

Cov hom phiaj yuav ua tiav yam tsis ua rau kev noj qab haus huv thiab kev noj qab nyob zoo ntawm cov tub ntxhais kawm ntawv thiab cov neeg ua haujlwm puas tsuaj.

Revised 02/23/26

Education Partner Consultation

Date	Process	Representatives/Educational Partners	Preferred Calendar Options 2026 – 2027			Preferred Calendar Options 2027 – 2028		
			1	2	3	1	2	3
11-20-25	Presentation, feedback, determination	SEIU Labor Management			X			X
12-02-25	Presentation, feedback, determination	FASTA Labor Management			X			X
12-02-25	Presentation, feedback, determination	District English Learner Advisory Committee (DELAC)		X			X	
12-04-25	Presentation, feedback, determination	Student Advisory Board (SAB)		X			X	
12-04-25	Presentation, feedback, determination	CA School Employees Association (CSEA 125 & CSEA 143)*						
12-04-25	Presentation, feedback, determination	IAMAW Labor Management		X			X	
12-11-25	Presentation, feedback, determination	FTA Trades Labor Management	X				X	
12-11-25	Presentation, feedback, determination	FTA Social Workers		X			X	
12-15-25	Presentation, feedback, determination	Parent Leadership Academy-Parent University		X			X	
12-19-25	Presentation, feedback, determination	Fresno Teachers Association (FTA)*						

*Labor partners opted to have members vote.

Fresno Unified School District
EVING OUR GREATEST POTENTIAL

Survey

- Timeline: Jan. 27 – Feb. 13, 2026 (2 ½ weeks)
- Offered in English, Hmong, and Spanish
- Open/ended feedback collected for the first time

Groups	Total Respondents	2026 - 2027		2027 - 2028	
		Option 1	Option 2	Option 1	Option 2
FUSD District Employee	1080	594	486	585	495
Parent or Guardian of school-age child(ren)	446	273	173	269	177
Student	94	57	37	53	41
Community Member	9	3	6	3	6
Other	4	2	2	2	2
Total	1633	929	704	912	721

Fresno Unified School District
EVING OUR GREATEST POTENTIAL

Survey Feedback

Themes/Quotes:

- **Earlier Start & Earlier End**
  - "As a parent of three children at FUSD I like the option of starting the school year later in August and ending it a little later in June" (Parent)
  - "I would rather start later in the school year" (Student)
  - "I prefer starting earlier and getting out earlier" (Staff)

- **Winter & Spring Breaks**
  - "Three weeks at winter break makes it hard to get students back on track" (Staff)
  - "Winter break should be shorter and spring break longer" (Student)
  - "Winter breaks are to long for students with autism. Harder to adjust back" (Parent)

- **Buy Back Days**
  - "October and March are long stretches and need a buyback day" (Staff)
  - "Moving Buyback Days to Monday again is appreciated" (Staff)
  - "Friday buybacks make it easier to plan long weekends" (Parent)

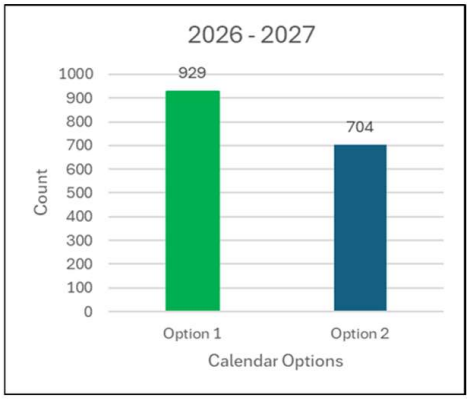
- **Tuesday Early Dismissal**
  - "Have early release days even after having a Monday off or a day off" (Student)
  - "[T]uesdays should be early release regardless of the [M]onday off" (Staff)
  - "I would love for early release days to be Fridays instead of any other day. Every parent I have spoken to, feel the same way as me" (Parent)

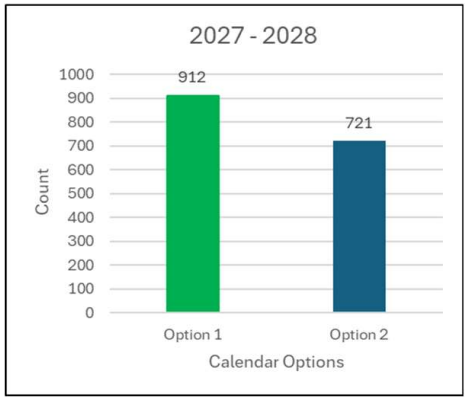
Recommendation

Calendar option 1

For 2026-27 and 2027-28

- More days in Reporting Period 1
- Buy Back Days moved to Mondays
- For 2027 – 2028, Nov. 12, “Not In Session” day added
- Online Survey (staff/students/families/community/etc.)





Fresno Unified School District
EVING OUR GREATEST POTENTIAL

FUSD

ACHIEVING OUR *GREATEST* POTENTIAL

2/20/2026

Fresno Unified School District
ACADEMIC CALENDAR 2026 – 2027

BOARD ADOPTED
BOARD APPROVED

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

INSTITUTE & BUYBACK DAYS ARE NON-STUDENT DAYS

TEACHER INSTITUTE DAYS
AUGUST 13 & 14

DISTRICT BUYBACK DAYS
AUG. 12, 2026
OCT. 12, 2026
MAR. 08, 2027

VACATION & HOLIDAYS
Independence Day: July 4
(Observed July 3, 2026)
Labor Day: Sept. 7
Veteran's Day: Nov. 11
Thanksgiving: Nov. 23 – 27
Winter Break: Dec. 21 – Jan. 8
M.L. King, Jr. Day: Jan. 18
Lincoln's Birthday: Feb. 12
(Observed Feb. 8, 2027)
Presidents' Day: Feb. 15
Spring Break: Mar. 22 – 29
Memorial Day: May 31
Juneteenth: June 19
(Observed June 18, 2027)
Independence Day: July 4, 2027
(Observed July 5, 2027)

HOLIDAYS FOR CLASSIFIED PERSONNEL

2026: JULY 3, SEPT. 7, NOV. 11, 26 & 27, DEC. 24 &25

2027: JAN. 1 & 18, FEB. 8 & 15, MAR. 26, MAY 31, JUN. 18, JULY 5

Public Schools Month	APR. 2027
CA Day of the Teacher	May 3, 2027
Classified Employee Week	May 16-20, 2027

HOLIDAY | INSTITUTE DAY | NOT IN SESSION | BUYBACK DAY | EARLY RELEASE

July '26

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

0

August '26

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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

11

September '26

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20	21	22	23	24	25	26
27	28	29	30			

21

October '26

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

21

November '26

S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

15

December '26

S	M	T	W	T	F	S
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6	7	8	9	10	11	12
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20	21	22	23	24	25	26
27	28	29	30	31		

14

January '27

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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

14

February '27

S	M	T	W	T	F	S
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14	15	16	17	18	19	20
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28						

18

March '27

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

16

April '27

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

22

May '27

S	M	T	W	T	F	S
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

20

June '27

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

8

July '27

S	M	T	W	T	F	S
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

0

BLACK DATES DENOTE DAYS SCHOOL IS IN SESSION
RED DATES DENOTE DAYS WHEN SCHOOL IS NOT IN SESSION
UNDERLINED DATES DENOTE BOARD MEETINGS

TRADITIONAL SCHOOL YEAR – 180 DAYS AND 5 NON-STUDENT DAYS

SCHOOL BEGINS
AUGUST 17, 2026

SCHOOL ENDS
JUNE 10, 2027

ELEMENTARY & SECONDARY REPORTING PERIODS

OCT. 16	PERIOD 1 ENDS (43 DAYS)
DEC. 18	PERIOD 2 ENDS (39 DAYS)
MAR. 19	PERIOD 3 ENDS (46 DAYS)
JUN. 10	PERIOD 4 ENDS (52 DAYS)

REPORT TO PARENTS

SEPT. 14-18	1st PROGRESS NOTICE
OCT. 19-23	1st REPORT CARD

(ELEMENTARY PARENT CONFERENCES)
OCT. 26 – 30

NOV. 9-13	2ND PROGRESS NOTICE
JAN. 11-15	2ND REPORT CARD
FEB. 16-19	3RD PROGRESS NOTICE
MAR. 30- APR. 2	3RD REPORT CARD
MAY 3-7	4TH PROGRESS NOTICE
JUN. 10	4TH REPORT CARD

END OF SEMESTER DATES ELEMENTARY & SECONDARY

DEC. 18	(82 DAYS)
JUNE 10	(98 DAYS)

STANDARDIZED TESTING WINDOW STATE TESTING
APRIL 13 – JUNE 10

Deviations from the calendar require Board approval.

Visit us on the web www.fresnounified.org

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

Revised 02/23/26

Fresno Unified School District

ACADEMIC CALENDAR 2027 – 2028

BOARD ADOPTED
BOARD APPROVED

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Lincoln's Birthday: Feb. 12
(Observed Feb. 14, 2028)
Presidents' Day: Feb. 21
Spring Break: April 10 - 17
Memorial Day: May 29
Juneteenth: June 19
Independence Day: July 4, 2028

HOLIDAYS FOR CLASSIFIED PERSONNEL

2027: JULY 5, SEPT. 6, NOV. 11, 25 & 26, DEC. 24, 27, & 31

2028: JAN. 17, FEB. 14 & 21, APRIL 14, MAY 29, JUNE 19, JULY 4

Public Schools Month	APR. 2028
CA Day of the Teacher	May 3, 2028
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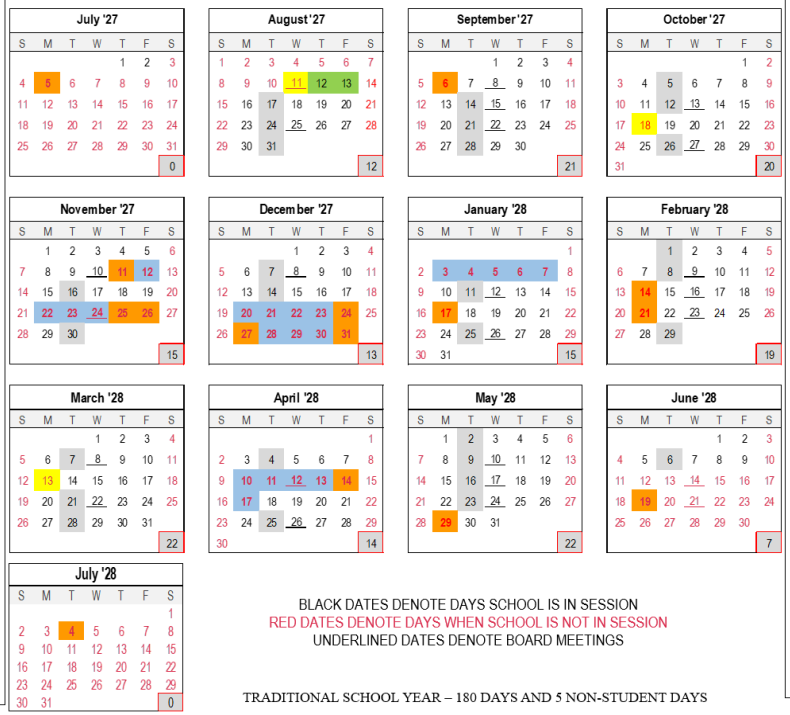

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RED DATES DENOTE DAYS WHEN SCHOOL IS NOT IN SESSION
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TRADITIONAL SCHOOL YEAR – 180 DAYS AND 5 NON-STUDENT DAYS

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SCHOOL ENDS
JUNE 9, 2028

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MAR. 17	PERIOD 3 ENDS (46 DAYS)
JUN. 09	PERIOD 4 ENDS (53 DAYS)

REPORT TO PARENTS

SEPT. 13-17	1ST PROGRESS NOTICE
OCT. 18-22	1ST REPORT CARD

(ELEMENTARY PARENT CONFERENCES)
OCT. 25 – 29

NOV. 8-15	2ND PROGRESS NOTICE
JAN. 10-14	2ND REPORT CARD
FEB. 14-18	3RD PROGRESS NOTICE
MAR. 27-31	3RD REPORT CARD
MAY 1-5	4TH PROGRESS NOTICE
JUN. 09	4TH REPORT CARD

END OF SEMESTER DATES ELEMENTARY & SECONDARY

DEC. 17	(81 DAYS)
JUNE 09	(99 DAYS)

STANDARDIZED TESTING WINDOW STATE TESTING
APRIL 24 – JUNE 09

Deviations from the calendar require Board approval.

Visit us on the web www.fresnounified.org

Fresno Unified School District
EVING OUR GREATEST POTENTIAL

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: DISCUSS AND APPROVE

TITLE AND SUBJECT: Discuss and Approve the Fresno Teachers Association Initial Proposal to Fresno Unified School District for the 2026-2029 Successor Agreement.

ITEM DESCRIPTION: Included in the Board material is the Fresno Teachers Association 2026-2029 initial successor proposal to Fresno Unified School District. In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer and thereafter shall be public record.

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

PREPARED BY: Annarita Howell

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3548

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

SUNSHINE PROPOSAL OF THE
FRESNO TEACHERS ASSOCIATION TO
FRESNO UNIFIED SCHOOL DISTRICT
FOR THE 2026-27 SCHOOL YEAR AND BEYOND

The Fresno Teachers Association intends to open all current CBA articles and present new ones that will address the academic, social, and emotional needs of students, while also addressing educator retention & recruitment.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: DISCUSS AND APPROVE

TITLE AND SUBJECT: Discuss and Approve the Fresno Unified School District Initial Proposal to Fresno Teachers Association for the 2026-2029 Successor Agreement

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PREPARED BY: Annarita Howell

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3548

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

INITIAL PROPOSAL OF THE
FRESNO UNIFIED SCHOOL DISTRICT TO
FRESNO TEACHERS ASSOCIATION
FOR THE SUCCESSOR CONTRACT NEGOTIATIONS OF THE 2026-2029 SCHOOL YEAR

Student Outcomes Focused Bargaining Aligned to the District's Adopted Goals and Guardrails.

Pursuant to California Government Code Section 3547 and the Educational Employment Relations Act, the Fresno Unified School District ("District") hereby submits its initial proposals for negotiations toward a successor collective bargaining agreement for the 2026-2029 school years with the Fresno Teachers Association ("FTA"). In "sunshining" these proposals, the District is providing the community an opportunity to express themselves regarding matters which are within the scope of representation between the District and the Fresno Teachers Association.

The District's intention in these negotiations is to engage in student outcomes focused bargaining that directly aligns with the District's adopted goals and guardrails. Our shared work must prioritize outcomes that best serve students in our diverse community while supporting the dedicated educators who make those outcomes possible. All subsequent District proposals, as well as FTA proposals, will be assessed by the District according to whether they further the accomplishment of these criteria.

The District's strategic goals focus on:

- Early Literacy
- Literacy Intervention
- College and Career Readiness
- Life skills

The District's guardrails guide all decision-making and include:

- Community engagement to ensure broad input and partnership in our work.
- Equitable access so that every student receives the resources and opportunities needed to thrive, regardless of background.
- Effective staff development, support, and working conditions to attract, retain, and empower high-quality educators.
- Health and wellness measures for students and staff in all learning environments.

DISTRICT INITIAL PROPOSAL:

The District will receive all articles of the CBA that FTA proposes to negotiate, including new ones proposed by FTA. The District will bargain those proposals to the extent those proposals are within the scope of bargaining and pursuant to any ground rules adopted by the Parties.

On compensation, including salary and benefits, the District will maintain fiscal stability levels in order to preserve and protect quality education services for students in furtherance of our primary mission to improve student outcomes; recognize and reward the continuing efforts of dedicated District staff that make it possible for the District to deliver quality education services for students; and explore the reallocation and re-purposing of current expenditures in furtherance of the interests listed above.

The District further includes the following items in its initial proposal to FTA:

Compensation and benefits to maintain fiscal stability and support recruitment and retention of effective educators. (Articles 18 and 50.)

Professional development and collaboration time aligned to student outcomes with a focus on literacy, literacy intervention, college and career readiness, and life skills instruction. (Articles 20 and 66.)

Working conditions, class size, caseload and staffing ratios, and scheduling that promote equitable access and student-centered instruction. (Articles 5 and 63)

Evaluation processes and support systems that foster continuous improvement in service of District goals. (Articles 16 and 21.)

Health and wellness provisions that safeguard our school communities. (Articles 58 and 63.)

Other articles as mutually agreed upon during negotiations.

Conclusion

The Governing Board and District administration are committed to achieving the goals and priorities set forth in this Initial Proposal.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: DISCUSS and ADOPT

TITLE AND SUBJECT: Discuss and Adopt Resolution No. 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, which provides for 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 issue 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 No. 26-55, 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 dated fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series 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 duly provided by law.

Section 9.05. Limited Duties of County; Indemnification. Notwithstanding anything in this Resolution to the contrary, (a) the County (including its Board of Supervisors, officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of an event of default by the District with respect to the Series 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 if 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 Govrning Board, and attested by the facsimile signature of the [Secretary/Clerk] of its Board of Education , all as of the date stated above.

FRESNO UNIFIED SCHOOL DISTRICT

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

Attest:

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

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication:

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

By _____
Authorized Signatory

ASSIGNMENT

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

_____

_____

_____

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

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

Dated: _____

Signature Guaranteed:

_____

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

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

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Series D Bonds: 4.30%.

2. Finance charge of the Series D Bonds, being the sum of all fees and charges paid to third parties (including Underwriter's compensation): $311,000. As provided in this Resolution, such fees and charges shall be paid by the Underwriter from a portion of the original issue premium received on the sale of the Series 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: $60,000,000.

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: $84,000,000.

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

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: DISCUSS and ADOPT

TITLE AND SUBJECT: Discuss and Adopt Resolution No. 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, which provides for 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 No. 26-56, 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 dated fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series 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 duly provided by law.

Section 9.05. Limited Duties of County; Indemnification. Notwithstanding anything in this Resolution to the contrary, (a) the County (including its Board of Supervisors, officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of an event of default by the District with respect to the Series 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 if 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 Govrning Board, and attested by the facsimile signature of the [Secretary/Clerk] of its Board of Education , all as of the date stated above.

FRESNO UNIFIED SCHOOL DISTRICT

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

Attest:

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

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication:

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

By _____
Authorized Signatory

ASSIGNMENT

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

_____

_____

_____

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

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

Dated: _____

Signature Guaranteed:

_____

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

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

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Series B Bonds: 2.70%.

2. Finance charge of the Series B Bonds, being the sum of all fees and charges paid to third parties (including Underwriter's compensation): $207,000. As provided in this Resolution, such fees and charges shall be paid by the Underwriter from a portion of the original issue premium received on the sale of the Series 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: $30,000,000.

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: $33,000,000.

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

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: DISCUSS and ADOPT

TITLE AND SUBJECT: Discuss and Adopt Resolution No. 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, which authorizes 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 No. 26-57, 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 dated fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Refunding Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Refunding Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall give notice of such rescission of redemption to the respective Owners of the Refunding Bonds designated for redemption, at their addresses appearing on the Registration Books, and also to the Securities Depositories and the Municipal Securities Rulemaking Board. The District may give a conditional notice of the optional redemption of any Refunding Bonds under subsection (a) of this Section, which notice shall make reference to the right of the District to rescind such notice as provided in this subsection.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

SALE OF REFUNDING BONDS; APPLICATION OF PROCEEDS

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

(a) Negotiated Sale of Refunding Bonds. Pursuant to Sections 53555 and 53583 of the Refunding Bond Law, the Board 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 duly provided by law.

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

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

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

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

Section 9.07. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District 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 if 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: 3.40%.

2. Finance charge of the Refunding Bonds, being the sum of all fees and charges paid to third parties (including Underwriter's compensation): $443,000.

3. Proceeds of the Refunding Bonds expected to be received by the District, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Refunding Bonds: $106,500,000.

4. Total Payment Amount for the Refunding Bonds, being the sum of all debt service to be paid on the Refunding Bonds to final maturity: $139,000,000.

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

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: DISCUSS and ADOPT

TITLE AND SUBJECT: Discuss and Adopt Resolution No. 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 is Resolution No. 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 No. 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.

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

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 if 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 25, 2026

ACTION REQUESTED: DISCUSS and ADOPT

TITLE AND SUBJECT: Discuss and Adopt Resolution 26-59, Authorizing the Board to Reduce or Discontinue Particular Classified Services for 2026/27

ITEM DESCRIPTION: Included in the Board material is Resolution 26-59, authorizing the Board to reduce or discontinue particular classified services for the 2026/27 school year pursuant to Education Code 45117 and 45308 and it is in the best interest of the District that the number of classified employees be reduced for lack of work and/or lack of funds and approve related documents and actions.

Education Code section 45117 provides that the services of no classified employee may be terminated while any short/term employee is retained to render a service which the classified employee is qualified to render.

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

PREPARED BY: Annarita Howell

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3548

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

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

In the Matter of the Reduction and/or)
Elimination of Classified Positions)

RESOLUTION No. 26-59

WHEREAS, the Governing Board of the Fresno Unified School District ("District") has determined it necessary to reduce or discontinue particular classified services for the 2026-2027 school year pursuant to Education Code sections 45117 and 45308; and,

WHEREAS, due to the reduction or discontinuance of services, the Governing Board has determined that it is in the best interest of the District that the number of clas-sified employees of the District be reduced; and,

WHEREAS, Education Code section 45117 provides that the services of no clas-sified employee may be terminated while any short-term employee is retained to render a service which the classified employee is qualified to render.

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

BE IT RESOLVED that the Governing Board of the Fresno Unified School District hereby determines that the following classified positions shall be reduced or eliminated for lack of work and/or lack of funds pursuant to Education Code sections 45117 and 45308.

Classification	Number	Hours	Months
Assistant, Campus Safety	25 FTE 6.19 Vacancies	1-3 hours 7-6 hours 12-8 hours	9 months
Assistant, Office I	2 FTE No Vacancies	8 hours	12 months
Assistant, Resrce Cnslg	21 FTE 5.06 Vacancies	1-3 hours 6-3.5 hours 1-5.5 hours 3-6 hours 1-7 hours 8-8 hours	9 months 10 months
Assistant, Spec Ed Office	3 FTE 1 Vacancy	8 hours	12 months
Developer, Job II	11 FTE No Vacancies	8 hours	1-11.5 months 10-9 months
Emp Service Center Specialist	2 FTE No Vacancies	8 hours	12 months
Liaison, Community Relations	1 FTE No Vacancies	8 hours	12 months
Liaison, Home/School	2 FTE No Vacancies	8 hours	10 months
Liaison, Home/School Hmong	2 FTE No Vacancies	1-6 hour 1-8 hour	9 months 12 months
Liaison, Home/School Spanish	42 FTE 3 Vacancies	2-6 hour 40-8 hour	9 months
Liaison, School/Community	2 FTE 1 Vacancy	1-6 hour 1-8 hour	9 months 12 months
Manager, Department Office	5 FTE 3 Vacancies	8 hours	12 months
Operator, Telecommunication I	8 FTE 2 Vacancies	3- 8 hours 5- 3.2 hours	12 months
Paraprof, Computer Lab Asst I	1 FTE No Vacancies	6 hours	9 months
Paraprof, Computer Lab Asst II	1 FTE No Vacancies	6 hours	10.5 months
Paraprof, PE/Athletics	3 FTE 2 Vacancies	8 hours	9 months
Paraprof, Resource Lab	1 FTE No Vacancies	3.5 hours	10 months
Payroll Specialist	2 FTE No Vacancies	8 hours	12 months
Representative, Customer Services	4 FTE 5 Vacancies	8 hours	12 months

Secretary II	3 FTE 1 Vacancy	8 hours	12 months
Secretary, Administrative I	2 FTE No Vacancies	8 hours	12 months
Specialist, Chd Wel & Attnd I	3 FTE No Vacancies	8 hours	9 months
Specialist, Chd Wel & Attnd II	11 FTE 4 Vacancies	8 hours	2-9 months 7-11 months 2-12 months
Specialist, Primary Lang Instr	2 FTE 1 Vacancy	8 hours	12 months
Specialist, Technical I	2 FTE No Vacancies	8 hours	12 months
Technician, Libr Media-Middle	12 FTE 2 Vacancies	8 hours	10 months
Technician, Printing	1 FTE No Vacancies	8 hours	10 months
Technician, Testing	3 FTE No Vacancies	8 hours	2-11.5 months 1-12 months
Executive Director	3 FTE No Vacancies	8 hours	12 months
Manager I Prevent & Interven	2 FTE No Vacancies	8 hours	11 months
Specialist, Tier II Intervention	3 FTE 9.50 Vacancies	8 hours	2-11 months 1-12 months

Classification Y-Rated	**Number**	**Hours**	**Months**
School Office Assistant	1 FTE 2.63 Vacancies	From 8 hours decrease to 7 hours 2026-2027	10 months
Paraprof, Instructional Asst	4 FTE 15.56 Vacancies	From 6.5 hours decrease to 6 hours 2026-2027	9 months

BE IT FURTHER RESOLVED by the Governing Board as follows:

1. Due to a lack of funds and/or lack of work, the number of classified employees and the amount of service rendered shall be reduced or eliminated by layoff as specified above, pursuant to Education Code 45308.
2. Employees affected by layoff or reduction of position shall be entitled to bumping rights according to their seniority.
3. That layoff proceedings shall be conducted in accordance with Education Code section 45117.
4. The reduction and/or elimination of positions shall be effective June 30, 2026.
5. The Superintendent or designee is directed to give notice of layoff to the affected classified employees pursuant to the requirements of law.
6. Employees laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code 45298.

PASSED AND ADOPTED this 25th day of February 2026, in the County of Fresno, California, by the Board of Education of the Fresno Unified School District.

(Record individual votes)

Ayes_____

Nays_____

Abstentions_____

Absent_____

Dated: _____ _____

Genoveva Islas
President, Board of Education
Fresno Unified School District

I, Andy Levine, Clerk of the Board of Education for the Fresno Unified School District, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted at its meeting held on February 25, 2026.

Dated: _____ _____

Andy Levine
Clerk, Board of Education
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: DISCUSS and ADOPT

TITLE AND SUBJECT: Discuss and Adopt Resolution 26-60.

ITEM DESCRIPTION: Included in the Board material is Resolution 26-60, authorizing the Board to reduce or eliminate particular kinds of certificated services and to permit the layoff of certificated employees for the 2026/27 school year pursuant to Education Code 44949 and 44955 and it is in the best interest of the District that the number of certificated employees be reduced or discontinued and approve related documents and actions.

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

PREPARED BY: Annarita Howell

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3548

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

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

In the Matter of the Reduction and/or Elimination of Particular Kinds of Certificated Services For the 2026-2027 School Year	))))	**RESOLUTION No. 26-60**

WHEREAS, Education Code sections 44949 and 44955 require action by the Governing Board in order to eliminate services and to permit the layoff of certificated employees;

WHEREAS, the Board of Trustees of the Fresno Unified School District has determined that it is in the best interests of the District and the welfare of the schools and the pupils thereof that the particular kinds of services set forth herein must be reduced or discontinued; and

WHEREAS, this reduction is not based upon a reduction of average daily attendance during the past two years; and

WHEREAS, Education Code section 44955(d) authorizes this Board to deviate from terminating a certificated employee in order of seniority, if necessary, if the district determines a specific need for personnel to teach a specific course or course of study based on special training and experience.

WHEREAS, it is the opinion of the Board that because of the aforementioned reason, the number of certificated employees of the District must be reduced; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Fresno Unified School District hereby determines that the particular kinds of services set forth below be reduced or eliminated commencing in the 2026-2027 school year pursuant to Education Code sections 44949 and 44955:

ELIMINATION OF PKS	FTE
Teacher, Pre-School	19.0
Supervisor, Child Dvlpmt Ctr	4.0
Counselor, School	22.0
Clinical School Social Worker	2.0
Social Worker, School	4.0
Superintendent, Assistant	4.0
Principal IV	1.0
Principal II, Special Assignment	1.0
Vice Principal I	5.0
Vice Principal III	4.0
Assistant Superintendent, School Leadership	1.0
Instructional Superintendent, School Leadership	1.0
Nurse	7.0
Psychologist, School	3.0
Manager II, Regional Instruction	4.0
Manager II, Infant Preschool	1.0
Manager II, Social Emotional Support	1.0
TOTAL	**84.0**

BE IT FURTHER RESOLVED by the Governing Board as follows:

That due to the reduction or elimination of particular kinds of services, the corresponding number of certificated employees of the District shall be terminated pursuant to Education Code section 44955.

That the reduction of certificated staff be achieved by the termination of regular employees and not by terminating temporary and substitute employees.

That “competency” as described in Education Code section 44955(b), for the purposes of bumping, shall necessarily include all credentials, authorizations, training and experience possessed by the employee to be bumped that are relevant to the subject matter area of the position to be filled, including BCLAD authorization.

That, as between certificated employees with the same seniority date, the order of termination shall be determined solely by Board-adopted criteria.

That “competency” as described in Education Code sections 44955, 44956 and 44957 for the purposes of bumping and reemployment shall necessarily include: (1) possession of a valid preliminary or clear credential in the relevant subject matter area; (2) a valid (not emergency) English Language Learner authorization if required by the position; (3) to bump a single subject credential holder in a departmentalized position, a single subject credential in the relevant subject matter area; and (4) at least one full year of experience in the last ten years teaching/serving in the position to be assumed.

That, as between certificated employees with the same seniority date, the order of termination shall be determined solely by Board-adopted criteria.

That the District Superintendent or designee is directed to initiate layoff procedures and give appropriate notice pursuant to Education Code sections 44955 and 44949.

PASSED AND ADOPTED this 25th day of February 2026 in the County of Fresno, California, by the Board of Education of the Fresno Unified School District.

(Record individual votes)

Ayes_____

Nays_____

Abstentions_____

Absent_____

Dated:February 25, 2026

_____

Genoveva Islas
President, Board of Education
Fresno Unified School District
Fresno County, California

I, Andy Levine, Clerk of the Board of Education for the Fresno Unified School District, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted at its meeting held on February 25, 2026.

_____

Andy Levine
Clerk, Board of Education
Fresno Unified School District
Fresno County, California

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 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 February 11, 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 25, 2026

ACTION REQUESTED: ADOPT

TITLE AND SUBJECT: Adopt Resolution No. 26-65, Opposing the Southeast Development Area Plan

ITEM DESCRIPTION: Included in the Board material is Resolution No. 26-65, Opposing the Southeast Development Area Plan

The City of Fresno is considering the Southeast Development Area ("SEDA") plan, a large-scale, long-term housing development proposal that would significantly alter residential growth patterns within the city; and such development patterns often redistribute families within a region instead of generating net population growth, resulting in declining enrollment in long-standing neighborhood schools while placing new demands on public services in newly developed areas.

The Fresno Unified School District exists to serve the educational needs of students residing within the City of Fresno, and to ensure equitable access to stable, well-resourced public schools for all students; and student enrollment directly impacts the district's fiscal stability, program offerings, staffing levels, class sizes, and the long-term viability of neighborhood schools.

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

PREPARED BY Ambra O'Connor

DIVISION: Office of the Superintendent

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor

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. 26-65

In the Matter of)
Opposing the Southeast Development Area Plan)

WHEREAS, The Fresno Unified School District ("District") exists to serve the educational needs of students residing within the City of Fresno, and to ensure equitable access to stable, well-resourced public schools for all students; and

WHEREAS, Student enrollment directly impacts the District's fiscal stability, program offerings, staffing levels, class sizes, and the long-term viability of neighborhood schools; and

WHEREAS, The City of Fresno is considering the Southeast Development Area ("SEDA") plan, a large-scale, long-term housing development proposal that would significantly alter residential growth patterns within the city; and

WHEREAS, Large-scale, outward-expanding development patterns commonly referred to as urban sprawl tend to disperse population growth away from established neighborhoods, schools, and public infrastructure rather than strengthening existing communities; and

WHEREAS, Such development patterns often redistribute families within a region instead of generating net population growth, resulting in declining enrollment in long-standing neighborhood schools while placing new demands on public services in newly developed areas; and

WHEREAS, The concentration of new housing growth on the urban periphery can weaken the stability of existing school attendance areas, accelerate enrollment declines in established schools, and undermine the efficient use of educational facilities and public resources already in place; and

DRAFT

WHEREAS, This redistribution of families would result in a net loss of students from existing Fresno Unified schools, accelerating ongoing enrollment decline across portions of the District; and

WHEREAS, Such fiscal impacts would likely lead to higher per-student operating costs, reductions in staffing, increased class sizes, and diminished student supports across the District; and

WHEREAS, Enrollment instability threatens the sustainability of essential academic and enrichment programs that require critical mass to operate effectively, including but not limited to:

- Dual Language Immersion programs (including Spanish and Hmong),
- Career Technical Education (CTE) pathways,
- Visual and Performing Arts programs,
- Magnet and specialized instructional programs; and

WHEREAS, School closures and program reductions disproportionately harm students in older, established neighborhoods, undermining community stability, family trust, and equitable access to public education; and

WHEREAS, While the District recognizes the City of Fresno's responsibility to plan for housing and economic growth, such growth should not come at the expense of existing public schools, students, or the long-term fiscal health of Fresno Unified School District;

NOW, THEREFORE, BE IT RESOLVED: that the Board of Education of the Fresno Unified School District hereby:

1. Formally opposes the Southeast Development Area (SEDA) plan, as it has been originally proposed.
2. Finds that the SEDA plan, as analyzed in the City-commissioned Housing Market Demand Analysis, would redistribute students away from existing Fresno Unified neighborhoods, accelerating enrollment decline rather than supporting sustainable, equitable growth.
3. Urges the City of Fresno to reconsider, revise, or delay the SEDA project until its impacts on public education, including enrollment, school viability, and fiscal stability, are fully mitigated and addressed.
4. Directs the Superintendent or designee to communicate this resolution and the District's opposition to the Fresno City Council, the Mayor, relevant City departments, and other appropriate public agencies.
5. Reaffirms its commitment to protecting neighborhood schools, preserving educational programs, and ensuring that land-use decisions support, not undermine, the long-term success of Fresno Unified students. Reaffirms the District's commitment to the transparent, equitable, and responsible use of public funds in service of student learning and well-being.

DRAFT

ADOPTED this 25th 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

DRAFT

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 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 2/23/26

Date: 2/25/2026

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

1085617	Rivera	Evaristo	Teacher, Senior High	Edison High	1/26/2026

Classified Personnel

1077437	Dominguez Millan	Mirla	Nutrition Services Assistant	Nutrition Services	3/2/2026

DISSMISSALS

Classified Personnel

1072540	Diaz Nelson	Lorena	Assistant, Noontime	Gaston Middle	1/14/2026

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1085398	Acedo	Alexandros	Teacher, Lrng Hndcp, Sdc	McLane High	6/11/2026
1081817	Carrillo Perez	David	Teacher, Bilingual	Winchell Elementary	7/31/2026
1088818	Coffee	Janae	Teacher, Autistic, Sdc	Tehipite Middle	6/11/2026
1084407	Duarte	Carla	Teacher, Handicapped, Severely	Sequoia Middle	6/11/2026
1086277	Garcia	Rachel	Teacher, Elementary	Vang Pao Elementary	6/30/2026
1065288	Duckworth II	Brian	Teacher, Senior High	McLane High	6/11/2026
1065392	Gooch	Thaddeus	Teacher, Handicapped, Severely	Ahwahnee Middle	7/10/2026
1045437	Hernandez	Pa	Teacher, Lrng Hndcp, Sdc	Hidalgo Elementary	6/30/2026
1067909	Jacquez	Victoria	Teacher, Lrng Hndcp, Sdc	Columbia Elementary	6/15/2026
1076522	Juarez	Luke	Teacher, Senior High	Roosevelt High	6/11/2026
1061161	Judge	Latoya	Teacher, Lrng Hndcp, Sdc	Aynesworth Elementary	7/31/2026
1045942	Kong	Chua	Teacher, Elementary	Addams Elementary	6/11/2026
1080241	Lee	Hue	Teacher, Senior High	McLane High	6/11/2026
1083491	Lopez	Rachael	Teacher, Elementary	Pyle Elementary	2/23/2026
1037787	Martinez	Julio	Teacher, Middle School	Yosemite Middle	6/15/2026
1062917	Martinez	Lorenzo	Teacher, Handicapped, Severely	Terronez Middle	7/31/2026
1088960	Moua	Michelle	Teacher, Middle School	Kings Canyon Middle	6/11/2026
1084511	Ohanian	Shahen	Teacher, Music, Elementary	Kings Canyon Middle	6/12/2026
1063578	Ordaz	Katrina	Teacher, Autistic, Sdc	Ewing Elementary	6/11/2026
1084528	Padilla	Jerrie	Teacher, Lrng Hndcp, Sdc	Fremont Elementary	6/15/2026
1080175	Paredes	David	Teacher, Middle School	Gaston Middle	6/11/2026
1065480	Perez	Cecilia	Teacher, Middle School	Gaston Middle	6/30/2026
1075542	Ramirez	Cesar	Teacher, Autistic, Sdc	Olmos Elementary	7/31/2026
1077217	Rodriguez	Susan	Teacher, Autistic, Sdc	Starr Elementary	7/31/2026
1081673	Rubio	Myra	Teacher, Deaf/Hard of Hear.SDC	Norseman Elementary	6/15/2026
1084139	Setha	Kanya	Teacher, Middle School	Yosemite Middle	6/11/2026
1078284	Solis	Julissa	Teacher, Bilingual	Wawona Middle	6/11/2026
1063771	Solis	Nicholas	Teacher, Lrng Hndcp, Sdc	Winchell Elementary	7/31/2026
1082600	Tovar	Nathaniel	Teacher, Middle School	Cooper Middle	6/11/2026
1073088	Zepeda	Gisselle	Teacher, Handicapped, Severely	Terronez Middle	7/31/2026

Classified Personnel

1047981	Aboularage	Anthony	Supervisor, Bus Shop	Transportation	6/30/2026
1079576	Aguirre	Anita	Assistant, Noontime	Tatarian Elementary	6/11/2026
1084395	Aguirre Maldonado	Cynthia	Assistant, Attendance Records	Computech Middle	1/14/2026
1086923	Alvarez	Ajay	Paraprof, Extensive Support Needs	Rata School	2/26/2026
1029254	Boyd	Daniel	Supervisor, Mobile Unit	Maintenance And Operations	6/30/2026
1022255	Cook	Tim	Supervisor, Lock Shop	Maintenance And Operations	6/30/2026
1007463	Ertl	Dean	Supervisor, General Maint	Maintenance And Operations	6/30/2026
1086518	Guzman	Yoselin	Paraprof, After Schl/Ext Day	Malloch Elementary	8/16/2024
1089165	Jaurique	Nicole	Paraprof, Extensive Support Needs	Bullard High	1/12/2026
1052863	Looper	Violeta	Assistant, Noontime	Tatarian Elementary	6/12/2026
1081147	Perez De Uribe	Ana	Assistant, Noontime	Fremont Elementary	1/14/2026
1065604	Ramirez Gonzales	Neyli	Paraprof, Extensive Support Needs	Kirk Elementary	1/13/2026
1048705	Ruiz	Ruben	Supervisor, Metal Trades	Maintenance And Operations	6/30/2026
1011484	Schubert	Susana	Supervisor, School Food Serv	Packaging Center	6/30/2026
1007568	Valenzuela	Manuel	Supervisor, High School Plant	Duncan Polytech High	6/30/2026
1064491	Velazquez	Elda	Assistant, Noontime	Jefferson Elementary	1/6/2026
1089595	White-jolivette	Breionna	Paraprof, Extensive Support Needs	Heaton Elementary	1/14/2026
1052974	Ybarra	Maria	Assistant, Noontime	Norseman Elementary	1/20/2026

Management Certificated

1076780	Nunez Ramos	Erika	Nurse, Vocational License	Health Services	1/29/2026

DECEASED

Certificated Personnel

1051284	Feyma	Bradly	Teacher, Music, Elementary	Mailto	1/13/2026
1043689	Martinez	Kristin	Teacher, Elementary	Bullard Talent K-8	1/11/2026

LEAVE REQUEST

Certificated Personnel

1060700	Le	Phi	Teacher, Music, Elementary	Music/Visual and Perform Arts	1/16/2026

Classified Personnel

1068573	Her	Jonathan	Paraprof, Extensive Support Needs	TerronezMiddle	2/3/2026
1086677	Kaur	Amandeep	Paraprof,ExtensiveSupportNeeds	FigardenElementary	1/1/2026
1062153	Lamar	Trina	Paraprof, After Schl/Ext Day	Wolters Elementary	2/9/2026

R39-MONTH REEMPLOYMENT RIGHTS

Classified Personnel

1068334	Keene	Calista	Paraprof,Mild/ModerateSupportNeeds	TiogaMiddleSchool	2/4/2026
1023411	Lopez	Jesie	Paraprof,Mild/ModerateSupportNeeds	SequoiaMiddle	2/2/2026
1066683	Rudolph	Danielle	Paraprof,InstructionalAsst	Pyle Elementary	2/5/2026
1081005	Vallez	Piedad	Nutrition Service Assistant	NutritionServices	2/5/2026

PROMOTIONS

Classified Personnel

1007159	Esparza	Terry	Paraprof, Bilingual Spanish	Winchell Elementary	1/12/2026
1061508	Garcia	Demiree	Specialist, School Safe & Sec	Security Office	1/16/2026
1067608	Schade	Evonne	Paraeducator, DHH Sign	Ahwahnee Middle	12/19/2025

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 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 February 11, 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

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
February 11, 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 February 11, 2026, there were present Board Members Cazares, Islas, Jonasson Rosas, Levine, Thomas, and Wittrup. Superintendent Her was also present as well as Student Members Mayes and Souksamlane.

For the record, Board Member Thomas arrived at 4:33 p.m.

Board Clerk Levine CONVENED the Regular Board Meeting at 4:31 p.m.

Board Clerk Levine shared that President Islas requested to participate in the meeting via teleconferencing based on "Just Cause" under Government Code Section 54953, Subdivision (e)(2)(A)(i).

President Islas provided a brief, general reason for this request, and confirmed there were no individuals over the age of 18 at President Islas' remote location.

This request required a majority vote under Government Code Section 54954.2, Subdivision (b)(4).

On a motion by Board Member Wittrup, seconded by Board Member Cazares, the Board approved President Islas to participate via teleconference by a roll call vote of 5-0-0-2 as follows: AYES: Board Members: Cazares, Jonasson Rosas, Wittrup, Clerk Levine, and President Islas.

For the record, Clerk Levine served on behalf of President Islas and Member Cazares acted as Board Clerk.

Additionally, Member Davis was traveling out of state with a group of students from Sunnyside High School and was unable to attend the meeting.

PLEDGE OF ALLEGIANCE

Adela Duncan led the Pledge of Allegiance.

OPPORTUNITY for Public Comment on Closed Session Items

For the record, the Board received no public requests to address the Board on Closed Session items.

A. RECEIVE INFORMATION & REPORTS

For the record, the Board was in receipt of agenda items A-1 through A-5 as follows:

A-1, Receive Proposed Revisions for Board Policies – Constituent Services.

A-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.

A-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.

A-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.

A-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.

Board Clerk Levine ADJOURNED the Regular Board Meeting to Closed Session at 4:35 p.m.

Board Clerk Levine RECONVENED the meeting to Open Session at 5:42 p.m.

Reporting Out of Closed Session

Board Member Cazares reported the following:

On a motion by Board Member Thomas, seconded, by Board Member Cazares, the Board took action in Closed Session to deny a claim for Ruben Gonzalez and Josefina Gonzalez, Claim No. GL25-0821-16550, by a roll call vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and President Islas. ABSENT: Board Member Davis

On a motion by Board Member Cazares, seconded, by Board Clerk Levine, the Board took action in Closed Session to deny a claim for a Minor, Claim No. GL25-1209-16514, by a roll call vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and President Islas. ABSENT: Board Member Davis.

On a motion by Board Member Cazares, seconded, by Board Member Jonasson Rosas, the Board took action in Closed Session to deny a claim for a Minor, Claim No. GL25-1209-16515, by a roll call vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and President Islas. ABSENT: Board Member Davis.

For the record, Member Cazares 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 AND DISCUSSION AGENDA

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

OPPORTUNITY for Public Comment on Consent Agenda Items

For the record, the Board received no public requests to speak on the Consent Agenda.

On a motion by Board Member Cazares, seconded by Board Member Jonasson Rosas, the Board approved the Consent Agenda with the exception of C17 which was pulled for Board member recusal, by a roll call vote of 6-0-0-1 as follows: AYES: Board Members Cazares, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and President Islas. Student Member Souksamlane voted yes as well. ABSENT: Board Member Davis.

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

C. CONSENT AGENDA

C-1, 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 28, 2026.

C-2, ADOPT Resolution No. 26-63, Support of Extending Proposition 55

ADOPTED as recommended, 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.

C-3, ADOPT Provisional Internship Permits

ADOPTED as recommended, Provisional Internship Permit recommendations to rehire or hire upon Board adoption.

C-4, ADOPT Variable Term Waiver for Bilingual, Cross-Cultural, Language and Development Authorization

ADOPTED as recommended, a Variable Term Waiver request for Bilingual, Cross-Cultural, Language and Development (BCLAD) Authorization for the 2025/26 school year.

C-5, APPROVE Personnel List
APPROVED as recommended, the personnel List, Appendix A, as submitted.

C-6, APPROVE Meeting Minutes
APPROVED as recommended, draft minutes of the Fresno Unified School District Board of Education from the regular meeting held January 28, 2026.

C-7, APPROVE Proposed Revisions to Board Policies - Constituent Services
APPROVED as recommended, proposed revisions for four Board Policies (BP) as follows: BP 1260 Parent/Guardian Involvement (DELETE); BP 1312.3 Uniform Complaint Procedures; BP 1325 Advertising and Promotion; and BP 5141.5 Emotional Well-Being and Mental Health.

C-8, APPROVE Addition to Legal Services Agreements for 2025/26
APPROVED as recommended, 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.

C-9, APPROVE Amendment No. 1 to the Agreement with Kraw Law Group APC
APPROVED as recommended, amendment No. 1 to the agreement with Kraw Law Group, APC, to provide legal consulting services to the Joint Health Management Board (JHMB).

C-10, APPROVE Amendment No. 8 to the Agreement with MedImpact Healthcare Systems, Inc.
APPROVED as recommended, amendment No. 8 to the agreement with MedImpact Healthcare Systems, Inc., formerly Elixir Rx Solutions, LLC, related to Prescription Benefit Management (PBM) services.

C-11, APPROVE Award of Bid 26-27, Viking Elementary School Administration Building Health Suite Modernization
APPROVED as recommended, 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.

C-12, APPROVE Award of Bid 26-28, Wawona Middle School Administration Building Health Suite Modernization
APPROVED as recommended, 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.

C-13, APPROVE Award of Bid 26-29, Baird Middle School Administration Building Health Suite Modernization

APPROVED as recommended, 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.

C-14, APPROVE Award of Bid 26-30, Birney Elementary School Administration Building Health Suite Modernization

APPROVED as recommended, 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.

C-15, APPROVE Award of Request for Qualifications 26-15, Expanded Learning Enrichment Services

APPROVED as recommended, 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.

C-16, RATIFY Purchase Orders from November 01, 2025, through November 30, 2025 – Primary Report

RATIFIED as recommended, 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.

C-17, RATIFY Purchase Orders from November 01, 2025, through November 30, 2025 – Supplemental Report

RATIFIED as recommended, 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.

For the record, Clerk Levine read the statement as follows:

> "Agenda item C-17 on tonight's Consent Agenda contains purchase orders between Fresno Unified School District and the California Teaching Fellows Foundation, the CSUF Fresno Foundation, and 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 Member Cazares, seconded by Board Member Thomas, the Board approved agenda item C17, by a roll call vote of 5-0-1-1 as follows: AYES: Board Members Cazares, Jonasson Rosas, Thomas, Wittrup, and President Islas. Student Member Souksamlane voted yes as well. ABSTENTIONS: Board Clerk Levine. ABSENT: Board Member Davis.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received seventeen (18) requests to address the Board during Unscheduled Oral Communications. The individual's name and a summary of topic are as follows:

For the record, speakers (13) Lizbeth Marquez, Alex Belamontez, Luis Munoz, Albert Rojas, Debbie Acosta, Manuel Bonilla, Marissa Rodriguez, Maria Pacheco, Eric Payne, Matt Gillian, Michael Dunlop, Laurin Hubbard, and Rom Orm raised common themes as follows:

> Classified employees are essential workers vital to the district's daily operations and are not disposable; they are valued professionals whose work deserves recognition and respect.
>
> A recurring concern was the potential impact of cutting or reducing wages for the district's lowest-paid employees. Commenters urged the Board to consider how such reductions would affect not only the workers themselves, but also the students and school communities that rely on their support.
>
> Additionally, speakers raised questions and concerns regarding the wages of district administrators, noting this as a crucial factor in budget priorities.

Debra Goodman requested the Board to place a hiring freeze on substitute teachers. Ms. Goodman provided the Board with a full copy of Ms. Goodman's comments. *Appendix A.

Eimear O'Brien commented on running for County Superintendent of Schools and commended the district on its time commitment and progress monitoring.

Ash M. ceded time to Kristine McIntyre.

Kristina Holmes McIntyre requested the district stop treating student civic engagement as a risk to be managed and instead recognize it as a core educational outcome and urged the district to update its implementation of California Education Code 48205 to reflect that commitment.

Neaven Ward commented on the Board doubling their monthly stipend while the district is in a budget deficit. Referenced comments made by Trustees Thomas and Levine related to monthly stipends as well as comments by Superintendent Her related to student protests.

OPPORTUNITY for Board Member Reflections on the Board Shared Agreements

For the record there were no shared reflections.

D. ADJOURNMENT

Board Clerk Levine ADJOURNED the meeting at 6:37 p.m.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve 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.

FINANCIAL SUMMARY: The 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

DRAFT

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** review**ed** and update**d** ~~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/ls/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/osers/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 CONSITUTION
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

DRAFT

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. 4131 - Staff Development)*~~
~~*(cf. 4231 - Staff Development)*~~
~~*(cf. 4331 - 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~~ ~~t~~Transfer student's **record for acts that resulted in** ~~who have been~~ suspension~~ded~~/expulsion~~lled~~
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~~al~~/Guardian review of curriculum
5174~~75~~ 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 d~~D~~igital ~~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 a~~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 P~~p~~ublic R~~r~~ecords **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
99.1-99.8~~67~~ 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

DRAFT

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. 1113 - 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

DRAFT

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

CSBA Recommend Deletion

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 25, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Creation of New Position and Job Description for Paraprofessional, Itinerant Special Education

ITEM DESCRIPTION: Included in the Board material is a side letter with California School Employees Association (CSEA), Chapter 125 that outlines the creation of a mutually agreed upon pilot program for the position of Paraprofessional, Itinerant Special Education.

The job description of Paraprofessional, Itinerant Special Education, under the direction of an assigned supervisor or designee, assist in providing instruction to students in special education programs as assigned by the district as needed, monitor and report student progress regarding behavior and performance in a reasonable, timely manner to assist students to achieve their personal best; assist students in developing various self-help, social and community skills; assist in meeting special needs which includes feeding, toileting, positioning and monitoring health conditions of students. This position is designated Classified, non-exempt, and placed on G-31 of the CSEA 125 Salary Schedule.

FINANCIAL SUMMARY: The estimated cost is included in the disclosure agreement.

PREPARED BY: Annarita Howell

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3548

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

SIDE LETTER OF AGREEMENT

Between The

FRESNO UNIFIED SCHOOL DISTRICT

And The

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 125

December 4, 2025

The Fresno Unified School District ("District") and the California School Employees Association and Its Chapter 125 ("CSEA") (collectively, the "parties") hereby enter into this Side Letter of Agreement ("Side Letter") regarding the parties' agreement to enter into a pilot program for a new job description for Paraprofessional, Itinerant Special Education, G-31.which would permit transfers in assignment without needed to follow the procedures outlined in Article 27 in order to better support student needs.

This Side Letter is not intended to change the terms of the current Collective Bargaining Agreement ("CBA") between the parties but is instead a one-time, non-precedent setting Paraprofessionals pilot program agreement.

WHEREAS, Article 27 of the parties' Collective Bargaining Agreement contains provisions and procedures in which employees, including paraeducators, are transferred when it is deemed to be in the best interests of the District; and

WHEREAS, due to the fluctuating nature of student needs, the parties mutually desire to allow flexibility in site to site transfer for the position without needing to exhaust the procedure outlined in Article 27;

WHEREAS, on or about December 4, 2025, the parties met and conferred regarding the creation of pilot program for a new position, Paraprofessional, Itinerant Special Education, G-31.

NOW, THEREFORE, the District and CSEA hereby agree to the terms and conditions set forth below:

1. The foregoing recitals are true and accurate.

2. Effective December 4, 2025, the parties agree to the creation of the new job description Paraprofessional, Itinerant Special Education G-31, attached hereto as Exhibit A, and incorporated by reference.

3. For the duration of this agreement, Paraprofessional, Itinerant Special Education, G-31, shall be assigned to provide support to students determined by the District. If the District determines that it is in the best interest of the District and/or students to transfer a Paraprofessional, Itinerant Special Education, G-31, to another site, the District shall be permitted to transfer the employee without needing to go through the process outlined in Article 27. Such a decision shall not be subject to the grievance procedure.

   a. When a student graduates to middle school or high school; if the member does not want to transfer to the middle school or high school and if there are no other

itinerant students that need support at the elementary level, the member shall choose to either transfer with the student or demote back to a range 30 and not be required to transfer to a secondary site. If the site the member is currently assigned does not require additional range 30 support then the member shall be transferred to a site where support is needed.

4. This Side Letter Agreement shall be in effect from the date of the CSEA Chapter 125 ratification through June 30, 2027, when it shall automatically terminate unless it is extended in writing by mutual agreement of the parties. The parties shall meet to negotiate the range placement of any affected unit members.

5. Non-Precedent Setting. This Side Letter Agreement addendum shall not be precedent setting and shall not constitute evidence of past practice.

Dated: December 15, 2025

Eufemia "Fifi" Sanchez, President
California School Employees Association and Its Chapter 125

Dated: December 15, 2025

Kasey Oliver, Labor Relations Representative
California School Employees Association and Its Chapter 125

Dated: December 15, 2025

Annarita Howell, Assistant Superintendent
Human Resources & Labor Relations
Fresno Unified School District

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ES 1/20/2026

FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Paraprofessional, Itinerant Special Education	**REPORTS TO:**	Assigned Supervisor
DEPARTMENT:	Special Education	**CLASSIFICATION:**	Classified
FLSA:	Non-Exempt	**WORK YEAR:**	Varies
BOARD APPROVAL:	Pending	**SALARY:**	G-31/CSEA 125 Salary Schedule

BASIC FUNCTION:

Under the direction of an assigned supervisor or designee, assist in providing instruction to students in special education programs as assigned by the district as needed, monitor and report student progress regarding behavior and performance in a reasonable, timely manner to assist students to achieve their personal best; assist students in developing various self-help, social and community skills; assist in meeting special needs which includes feeding, toileting, positioning and monitoring health conditions of students.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.)

Provide instruction as directed by the teacher to individual or groups of students with special education services in a variety of areas including but not limited to cognitive, gross, and fine motor skills, feeding skills, self-help skills and behavior control; monitor and collect data on lessons and progress, practices, and related activities. ***E***

Observe strict confidentiality regarding student information. ***E***

Assist in the distribution and completion of mandatory state testing and assessments of students within the assigned site. ***E***

Collaborate with assigned team to create student behavior plans. ***E***

Confer with teachers concerning programs and materials to meet student needs utilize appropriate methods of instruction to achieve goals and objectives set forth in the Individualized Education Program to assist in implementing practices proven to raise student achievement and to provide access to high quality learning options and a variety of activities. ***E***

Provide instruction/assistance to students in special education programs in academic, social, self-help and community skills; assist speech and physical therapists, adaptive physical education teachers and other specialists with physical development

KO ES 1/20/2026

activities. ***E***

Assist students with personal hygiene; wash hands and faces; toilet students and change diapers and clothing as needed; assist students in toilet training. ***E***

Assist students on and off the bus; accompany students with medical support needs on the bus as assigned; assist students with braces and other orthopedic equipment; push wheelchairs, lift, position and reposition students as needed. ***E***

Observe and monitor behavior and interaction of students according to approved procedures and guidelines to assist students to achieve their personal best, report progress regarding student performance and behavior. ***E***

Operate a variety of medical, orthopedic, exercise, therapeutic, instructional, audio-visual and office equipment.***E***

Assist in preparation of lessons and instructional materials for individual students as directed by the teacher to help educate students at a high level. ***E***

Maintain daily student records related to student progress and daily therapeutic and/or medical treatment, as assigned. ***E***

Provide support to the teacher by setting up and taking down work areas, displays, instructional materials and exhibits; operate audio-visual educational training equipment; distribute and collect papers and supplies. ***E***

Administer first aid and CPR according to established guidelines. ***E***

Prepare students for general education environments according to established procedures. ***E***

Assure the health and safety of students by following health and safety practices and procedures; assist in maintaining a clean and orderly classroom environment. ***E***

Oversee student activities; lead and monitor playground activities and movement education as assigned. ***E***

Attend meetings, special trainings and in-services related to the needs of mild/moderate and moderate/severe students and their instructional programs as assigned to assist the teacher in providing professional education. ***E***

Perform other related duties as needed.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school, hold 48 college units or

KO ES 1/20/2026

Every Student Succeeds Act (ESSA) compliance equivalent; prefer one year of experience in working with special needs school-age children in an organized setting.

LICENSES AND OTHER REQUIREMENTS:

Valid First Aid and CPR Certificate issued by an authorized agency.

De-escalation training is required within the first six months of employment.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Basic child development as it relates to special education students.
Special needs of children with mild/moderate and moderate/severe and/or physical handicaps.
Special needs strategies and techniques of assisting in the instruction of mild/moderate and moderate/severe handicapped and/or medically fragile students.
Basic subjects taught in District schools, including mathematics, grammar, spelling, language and reading.
Safe practices in classroom and playground activities.
Correct usage of oral and written English, grammar, spelling, punctuation and vocabulary.
Interpersonal skills using tact, patience and courtesy.
Record-keeping techniques.
Classroom procedures and conduct.

ABILITY TO:
Assist teachers in responding to students' emergencies.
Maintain records as directed by the teacher.
Assist certificated staff with instruction and related activities of the assigned learning environment.
Assist in developing self-help, social skills, toileting and feeding of students with special education services.
Make mathematical calculations quickly and accurately.
Communicate, understand, and follow both oral and written directions effectively.
Learn the procedure and functions of assigned duties.
Communicate effectively with special needs children.
Establish and maintain cooperative and effective working relationships with a diverse range of people.
Lift, restrain (approved holds), and discipline students according to approved policies and procedures as trained.
Operate instructional and office equipment.
Learn basic computer skills, as trained, including programs that apply to current work.
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Apply integrity and trust in all situations.
Actively participate in meeting District goals and outcomes.
Learn District organization, operations, policies, objectives and goals.

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ES 1/20/2026

WORKING CONDITIONS:

ENVIRONMENT:
Diversified special education classroom environments; potential exposure to and contact with bloodborne pathogens and bodily fluids; contact with dissatisfied individuals.

May be subject to students who are physically and verbally aggressive and may come into contact with bodily fluids (i.e., phlegm, urine & feces).

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, seeing to monitor students, hearing, and speaking to communicate with students and instructors; lifting heavy equipment and students; dexterity to manipulate specialized apparatus and to operate audio-visual and educational training equipment; reaching overhead, above the shoulders and horizontally, bending at the waist; kneeling or crouching; standing and walking for extended periods of time.

Fresno Unified School District is an Equal Opportunity Employer and reasonable accommodations are made under the Americans with Disability Act as required by law.

E = Essential Functions

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

SCHOOL DISTRICT Fresno Unified School District

BARGAINING UNIT California School Employees Association Chapter 125

PERIOD OF AGREEMENT July 1, 2024 to June 30, 2027

DATE OF PUBLIC MEETING February 25, 2026

Government Code Section 3547.5: Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction.

The superintendent of the school district and chief business official shall certify in writing that the costs incurred by the school district under the agreement can be met by the district during the term of the agreement. This certification shall be prepared in format similar to that of the reports required pursuant to Sections 42130 and 42131 of the Education Code and shall itemize any budget revision necessary to meet the costs of the agreement in each year of its term.

If a school district does not adopt all the revisions to its budget needed in the current fiscal year to meet the costs of a collective bargaining agreement, the county superintendent of schools shall issue a qualified or negative certification for the district on the next interim report pursuant to Section 42131 of the Education Code.

Intent of the Legislation: To insure the members of the public are informed of the major provisions of a collective bargaining agreement BEFORE it becomes binding on the school district; make available to the public and governing board, a copy of the proposed agreement prior to the day of the meeting.

STATUS OF BARGAINING UNIT/EMPLOYEE AGREEMENTS

Indicate whether Bargaining Units are settled or not settled.

	SETTLED or NOT SETTLED	NUMBER OF FULL TIME EQUIVALENT POSITIONS
Fresno Teachers Association - (FTA)	Settled	4528
CSEA -125	Not Settled	3264
CSEA-143	Settled	409
MANAGEMENT	Settled	943
SEIU	Settled	653
SUPERVISORY/CONFIDENTIAL	Settled	84
TRADES - (IAMAW)	Settled	34
TRADES-(FTA)	Settled	124
FASTA	Settled	2619
Management - FTA	Settled	13
Social Workers Unit - FTA	Settled	235

The proposed agreement covers the period beginning December 4, 2025 and ending June 30, 2027

TOTAL COST INCREASE OF PROPOSED AGREEMENT IN PRESENT AND FUTURE YEARS

Indicate the costs of salary and benefit increases that would be incurred under the agreement for the CURRENT and TWO SUBSEQUENT fiscal years.

TYPE OF COMPENSATION	FY 2025/26	FY 2026/27	FY 2027/28	CUMULATIVE COST CURRENT YEAR & TWO SUBSEQUENT YEARS
Salary Cost Increase	$ 76,397	$ -	$ -	$ 76,397
Benefit Cost Increase	$ 41,137	$ -	$ -	$ 41,137
Other Compensation Costs		0	$ -	$ -
TOTAL COST OF SETTLEMENT	$ 117,534	$ -	$ -	$ 117,534
Total % Increase	0.00%	0.00%	0.00%	
Cost of 1% Increase	$ -			

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

SOURCE OF FUNDING

1) Identify the source(s) of funding for the CURRENT year.

Funding is supported by the General Fund.

2) If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in the next TWO SUBSEQUENT years? (i.e., What will allow the district to afford this contract?)

See number 3.

3) If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effect in meeting obligations.)

The agreement provides a new job description for Paraprofessional, Itinerant Special Education with a grade of G30 and increasing to G31.

4) What contingency language is included in the proposed agreement? Include specific areas identified. (i.e., reopeners, applicable fiscal years, and specific contingency language)

For the duration of this agreement, Paraprofessional, Itinerant Special Education, G-31, shall be assigned to provide support to students determined by the District. If the District determines that it is in the best interest of the District and/or students to transfer a Paraprofessional, Itinerant Special Education, G-31, to another site, the District shall be permitted to transfer the employee without needing to go through the process outlined in Article 27. Such a decision shall not be subject to the grievance procedure.

5) Will this agreement create, increase, or decrease deficit financing in the current or two subsequent year(s)? Deficit Financing is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

While the District is deficit spending for these years, the District is strategically utilizing reserves and planned reductions in 2026/27 and 2027/28.

6) Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievances procedures, etc.

Not Applicable.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

OTHER PROVISIONS

OTHER COMPENSATION: Off-schedule stipends, bonuses, etc.

Not Applicable.

NON-COMPENSATION: Grievance procedures, staff development days, teacher prep times, etc.

Not Applicable.

IMPACT ON CURRENT FISCAL YEAR

Determine the impact of the proposed agreement on the General Fund budget in the CURRENT year.

RECOMMENDED RESERVES 2.00%	Column 1	Column 2	Column 1 minus Column 2
REVENUE/EXPENDITURES and OTHER USES/SOURCES	Board Approved Budget After Settlement	Board Approved Budget Before Settlement	Total Impact On the Budget
Operating Revenues	$ 1,514,160,526	$ 1,514,160,526	$ -
Operating Expenditures	1,729,607,510	1,729,489,976	117,534
Operating Surplus / (Deficit)	(215,446,984)	(215,329,450)	(117,534)
			-
Other Sources & Transfers In	3,726,720	3,726,720	-
Other Uses & Transfers Out	(3,196,720)	(3,196,720)	-
Change in Fund Balance	(214,916,984)	(214,799,450)	(117,534)
			-
Beginning Balance	482,101,779	482,101,779	-
Ending Balance	267,184,795	267,302,329	(117,534)
Total Reserve Amounts	267,184,795	267,302,329	(117,534)
			-
Nonspendable/Restricted/Committed/Assigned	169,109,878	169,109,878	-
Reserve for Economic Uncertainties	98,192,451	98,192,451	-
Unassigned/Unappropriated	-	-	-
Total Fund Balance	267,302,329	267,302,329	-
			-
Total Unrestricted Reserves	(117,534)	-	(117,534)
State Recommended Reserves	$ 34,656,085	$ 34,653,734	$ 2,351

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

CERTIFICATIONS

The above information summarizes the financial implications of the proposed agreement. This information will be publicly disclosed in accordance with the requirements of AB2756 before being submitted to the Governing Board for ratification.

In accordance with the requirements of the Government Code Sections 3547.5, the Superintendent and Chief Business Official hereby certify that the District can meet the costs incurred under the proposed Collective Bargaining Agreement.

District Superintendent (Signature)	Date
Chief Business Official (Signature)	01/30/2026 Date

In accordance with the requirements of the Education Code Section 42142, I hereby certify that any budget revisions that are necessary to fulfill the terms of the agreement in the current year will be submitted to the county superintendent within 45 days of the adoption of this Collective Bargaining Agreement. I further acknowledge that if the necessary budget revisions are not adopted, the county superintendent shall issue a qualified or negative certification for the District on the next interim report pursuant to Government Code Section 3547.5(c).

Chief Business Official (Signature)	Date

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Revised Job Description for Chief Technology Officer

ITEM DESCRIPTION: Included in the Board material is the revised job description of Chief Technology Officer. This revised job description reflects inclusion of language which more specifically identifies duties of a Chief Technology Officer in the Information Technology Department.

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

PREPARED BY: Annarita Howell

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3548

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

FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Chief Technology Officer	**REPORTS TO:**	Superintendent/Deputy Superintendent
DEPARTMENT:	Information Technology ~~Services~~	**CLASSIFICATION:**	Management
FLSA:	Exempt	**WORK YEAR:**	Varies
BOARD APPROVAL:		**SALARY:**	E32~~Competitive and Negotiable~~

BASIC FUNCTION:

Accountable for improving student achievement for all students with special attention on improving student achievement of English Learners and Special Education Students; build capacity among staff, recruit, prepare, sustain and challenge all leaders to achieve higher levels of individual performance and effectiveness in leading others; plan, organize, control and direct the Information Technology services and programs of the District to provide timely delivery of high quality learning options and a variety of activities to ensure students stay in school on target to graduate; develop a vision and long-term strategic plan that guides district operations; work directly with the Superintendent to develop and lead a service-oriented department to support schools, school site leaders and instructional staff; effectively communicate with district leaders to provide constructive feedback to improve their effectiveness as they develop new leadership skills.

The Chief Technology Officer (CTO) serves as a visionary leader responsible for shaping the District's technology strategy to advance student success and operational excellence. The CTO accelerates technological innovation, ensures secure and reliable systems, and fosters a culture of collaboration and continuous improvement across the district. The CTO leads district-wide technology initiatives, aligning them with educational priorities and equity goals, while managing risk and ensuring compliance with applicable laws and regulations.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements).

Visionary Leadership: Develop and communicate a clear technology vision aligned with district goals and instructional priorities. ***E***

Strategic Planning: Create and execute long-term technology roadmaps that support teaching, learning, and operational efficiency. ***E***

Change Management: Lead large-scale digital transformation initiatives and foster innovation across schools and departments. ***E***

Stakeholder Engagement: Build strong partnerships and customer service with educators, administrators, families, and community organizations to optimize technology use for student success. ***E***

Equity and Accessibility: Ensure technology initiatives promote equitable access for all students and staff. ***E***

Crisis Preparedness: Develop and maintain technology continuity plans for emergencies, including cybersecurity incidents and natural disasters. ***E***

Enterprise Architecture: Design and manage scalable, secure, and interoperable systems for a large urban school district. ***E***

Cybersecurity & Data Privacy: Implement best practices for safeguarding student and staff data; ensure compliance with FERPA, COPPA, and other regulations. ***E***

Cloud & Infrastructure: Oversee cloud migration strategies, hybrid environments, and network architecture for high availability and performance. ***E***

Educational Technology: Evaluate and integrate learning management systems (LMS), student information systems (SIS), and emerging instructional technologies. ***E***

Data Analytics: Leverage data for predictive insights, decision-making, and continuous improvement. ***E***

Artificial Intelligence & Emerging Technology: Understand AI applications in education and support ethical, effective implementation. ***E***

IT Operations Oversight: Manage infrastructure, applications, cybersecurity, project management, and IT support services to ensure reliability and security. ***E***

Budget & Resource Management: Prepare and administer IT budgets; oversee procurement, vendor relationships, and compliance with E-Rate funding requirements. ***E***

Governance & Compliance: Ensure adherence to laws, regulations, and district policies; maintain data integrity and privacy. ***E***

Talent Development: Recruit, coach, and evaluate IT staff; foster a culture of collaboration, evolution and continuous improvement. ***E***

Professional Development: Provide training and support for staff to effectively use technology tools. ***E***

Reporting & Communication: Deliver clear updates to district leadership and the Board; represent the district in partnerships and professional forums. ***E***

~~Accountable for improving student achievement for all students with special attention on improving student achievement of English Learners and Special Education students through the effective management of assigned areas in support of providing students access to high quality options and a variety of activities. ***E***~~

Maximize the use of Information Technology resources in support of Board adopted district goals. ***E***

~~Strategize, develop, implement and direct a variety of innovative programs, projects and activities related to the overall functioning and management of assigned department including professional development; establish and maintain high standards for Information Technology performance and customer service and support; provide effective leadership, coaching, and development for IT professionals. ***E***~~

Coordinate the collection and analysis of critical district information systems including student achievement data, human resources/labor relations data, operational data, and fiscal data to ensure accuracy of information and the integrity and credibility of the District. ***E***

~~Plan, organize, control and direct Information Technology services and activities for timely delivery of high quality services in support of students learning at grade level and beyond; integrate and standardized all IT services throughout the district; develop and implement strategies to accelerate the work of the district through improved business processes focused on efficiency and effectiveness ***E***~~

Ensure appropriate equipment, materials and human capital resources are available to meet District technology needs; review, evaluate, and make recommendations for procurement of computer hardware and software for classroom, learning laboratory, and business use. ***E***

~~Review appropriate legislation to ensure technology activities are performed in compliance with applicable laws, codes and regulations. ***E***~~

~~Identify training and staff development needs and develop a district-wide program for use of educational computer technology including professional development classes and seminars. ***E***~~

~~Collaborate with site leaders, teachers and district support staff to determine learning or teaching functions to be enhanced, supplemented, or optimized by the use of current or emerging information technology systems to assist in educating students at a high level . ***E***~~

Communicate District commitments for enhanced student learning utilizing technologies through appropriate public relations opportunities; collaborate with other executive cabinet members to accelerate learning for

each student. ***E***

Direct the preparation and maintenance of a variety of narrative and statistical reports records and files with special attention to comprehensive student academic results from multiple measures to assist all students achieve their personal best. ***E***

Attend or chair a variety of meetings, represent the District in collaborative/partnerships/task forces with the City, County, institutions of higher education, business/industry, and judicial and law enforcement agencies as assigned by the Superintendent or Deputy Superintendent. ***E***

~~Develop and prepare the annual preliminary budget for the Department; analyze and review budgetary and financial data; control and authorize expenditures in accordance with established limitations. ***E***~~

~~Supervise and evaluate the performance of assigned staff on a regular basis and provide clear constructive feedback to improve staff effectiveness; interview and select highly qualified employees; recommend transfers, reassignment, termination and disciplinary actions; plan, coordinate and arrange for appropriate training of staff in support of professional learning. ***E***~~

Communicate and collaborate with other administrators, personnel and outside organizations to coordinate activities and programs, resolve issues and conflicts and exchange information; develop policies and procedures to encourage effective and efficient management controls***. E***

~~Attend Board meetings; prepare, and present agendas and reports to the Board as requested by the Superintendent; interpret impact of proposals as necessary; serve as a member of the Superintendent's Council. ***E***~~

Keep abreast of developments and innovations in the field of education by reading current literature, attending professional association meetings, and by discussing developments and issues of mutual interest with others in the specific assigned field. ***E***

~~Establish and lead interdepartmental teams to address complex district issues; create and maintain a culture of collaboration and continuous improvement among departments, sites and outside to assist each student to stay in school on target to graduate. ***E***~~

Visit school sites and classrooms on a regular basis.

Value risk taking and innovation in support of performance improvements throughout the District.

Perform related duties as assigned by Superintendent or designee.

EDUCATION AND EXPERIENCE:

~~Any combination equivalent to: master's degree in computer science, information systems, or related field and five years progressively responsible experience in management and development of complex information systems.~~

Bachelor's degree in computer science, information systems, or related field. Master's degree preferred. Five years progressively responsible experience leading Information Technology teams. Industry certifications, including but not limited to CTO leadership academies, Project Management Professional (PMP), Service Management (ITIL.) Experience in a large urban school district preferred.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Principles and practices of technology strategic planning, implementation, and administration in large organizations.
Information Technology Governance practices.
Current trends and advancements in educational technology and ISTE standards.
Network infrastructure and design.
Budget development and administration, including procurement controls and E-Rate federal funding.
Data center architecture and operations.
Cybersecurity concepts, trends, frameworks, and best practices.
Software development methodologies.
Productivity suite capabilities and trends.
Core concepts of enterprise applications and ERP systems.
Technical foundations of Artificial Intelligence.
Cloud and hybrid computing environments. Data governance, architecture, and integration.
Applicable laws, regulations, and policies related to data privacy and identity management.
Project Management frameworks.
Device lifecycle management.
~~Planning, organization and direction of the academic and technology services of the District.~~
Computer hardware systems, mainframes, software applications, and languages utilized by the District.
Principles and practices of personnel management and supervisory.
~~Operation of a computer to enter data, maintain records and generate reports.~~
Significant experience in information systems or instructional technology~~, preferably in a systems analysis or product evaluation position~~.
Labor Relations law and employee contracts.
Operational needs of schools and school districts.
Current educational principles and practices *proven to raise student achievement*.
Interpersonal skills using tact, patience and courtesy.
~~Budget preparation and control.~~
Analytical and problem-solving techniques.
Strategic planning.
Oral and written communication skills.
~~Applicable laws, codes, regulations, policies and procedures.~~
~~Policies, objectives and terminology of assigned programs.~~
~~Instructional programs at all levels.~~
District organization, operations, policies, objectives and goals.

ABILITY TO:
Provide strategic leadership and vision for the use of technology in the District.
Recruit and retain qualified technical staff.
Plan, organize, and direct the activities of the Information Technology Department
Develop and administer budgets effectively.
Communicate complex technical information clearly and concisely to technical and non-technical audiences.
Establish and maintain effective working relationships with staff, administrators, vendors, and the community.
~~Plan, organize and administer the academic and technology services of the District.~~
~~Control or direct the operation of a program or function.~~
Maintain current knowledge of technological advances in the field.
Provide technical guidance and recommendations concerning existing computer programs and systems.
Communicate, understand and follow both oral and written instructions effectively.
Interpret, comprehend, apply and explain rules, regulations, policies and procedures and legislation.
Analyze situations and legislation accurately and adopt an effective course of action.
Work independently and effectively with little direction and many interruptions.
Plan, prioritize and organize work to meet schedules and time lines.
Prepare comprehensive narrative and statistical reports.-
Supervise and evaluate the performance of assigned staff.-

~~Build, develop and maintain high quality talent.~~
Blend analysis, knowledge, and insight to effectively assess and employ information to enhance personal and organizational performance.
Create competitive and breakthrough strategies and plans to take full advantage of the changing environment.
Dispense corrective feedback in a manner that inspires accountability among colleagues and direct reports.
Work collaboratively and build positive relationships with a diverse group of stakeholders.
Demonstrate leadership to all stakeholders by inspiring and motivating others to reach a common goal.
Translate theory into action.
Demonstrate loyalty and high ethical standards.
Focus and appropriately allocate resources toward identified goals.
Manage change and design an effective system of reporting progress and monitoring results.
Negotiate skillfully in difficult situations and create solutions to promote compromise.
Think outside the box and develop new methods or solutions inspiring others to reach a common goal.-
~~Exercise judgment and discretion in interpreting and applying policies and legislation.~~
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Actively participate in meeting District goals and outcomes
Apply integrity and trust in all situations**.**

WORKING CONDITIONS:

ENVIRONMENT:
Travel, office environment; driving a vehicle to conduct work; contact with dissatisfied individuals; fast-paced work, constant interruptions.

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, sitting or standing for extended periods of time; hearing and speaking to exchange information and make presentations; dexterity to operate a computer ~~keyboard~~; seeing to read and write reports; reaching overhead, above the shoulders and horizontally, kneeling, crouching or bending at the waist to retrieve supplies and other materials.

Fresno Unified School District is an Equal Opportunity Employer and reasonable accommodations are made under the American with Disabilities Act as required by law.

E= Essential Functions

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Revised Job Description for Executive Director – Fiscal Services

ITEM DESCRIPTION: Included in the Board material is the revised job description of Executive Director- Fiscal Services. The Executive Director is accountable for improving student achievement through the effective management of the assigned area; plan, organize, direct and oversee the overall functions relating to the fiscal management of the District which may include budgeting, planning, staffing resource allocation, customer services and support; collaborate with other departments and offices to effectively carry out the business functions of the assigned department; provide timely support and assistance to district leaders, site leaders, and other staff as needed to meet District goals; supervise and evaluate the performance of assigned personnel and provide clear, constructive feedback in support of professional learning to improve staff effectiveness.

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

PREPARED BY: Annarita Howell

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3548

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

FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Executive Director	**REPORTS TO:**	~~Assigned Supervisor~~Chief Executive, Fiscal Services ~~(General)~~(Fiscal)
DEPARTMENT:			~~Assigned Department~~Fiscal Services
			CLASSIFICATION: Management; Classified
FLSA:	Exempt	**WORK YEAR:**	Varies
BOARD APPROVAL:	July 28, 2010	**SALARY:**	E-29/Management Salary Schedule

BASIC FUNCTION:

Accountable for improving student achievement ~~with special attention on English Learners and Special Education Students~~ through the effective management of the assigned area; plan, organize, direct and oversee the overall functions relating to fiscal management~~ing and management of assigned department(s)~~ of the District which may include budgeting, planning, staffing resource allocation, and customer services and support; collaborate with other departments and offices to effectively carry out the business functions of the assigned department; provide timely support and assistance to district leaders, site leaders, and other staff as needed to meet District goals; supervise and evaluate the performance of assigned personnel and provide clear, constructive feedback in support of professional learning to improve staff effectiveness.

REPRESENTATIVE DUTIES: (Persons employed in this position may perform any combination of the essential functions shown below (E). This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.)

Direct and control assigned functions relating to fiscal management, budgets, accounting, control and analysis; develop, control and monitor the budgets and accounts of the District to ensure financial accuracy and appropriate allocation of funding resources to meet the needs of the sites and departments in support of improving student achievement~~Direct and coordinate the functions of budgeting, fiscal control, accounting, purchasing, personnel, grant preparation and analysis, contract administration, capital improvements and computer operations~~. ***E***

Conduct or direct complex studies pertaining to a variety of administrative and operational problems; determine appropriate action for improvement; advise department director on findings and methods of effective solution; prepare written reports and make presentations to various groups and officials. ***E***

Approve and authorize a variety of financial transactions, and budget or personnel transfers. ***E***

Prepare and/or supervise the preparation of the departmental budget; review, analyze, and compile budgets for various programs or divisions to ensure the financial viability of the District; explain needs and provide justification for items; review and decide on expenditure requests and budget variances. ***E***

Assist in establishing and implementing organizational policies and procedures for department operations to provide timely delivery of high quality services; monitor effectiveness of policies and procedures and make revisions or recommendations for improvement as appropriate. ***E***

Oversee the departmental computer operational needs; assist in the identification and recommendation of computer software and hardware, acquisition/installation, application design and implementation, and computer operation, ~~and~~ maintenance, and upgrades. ***E***

Direct, control and monitor appropriate work flow, computer system procedures, staff development, priorities

Prepare, review, and direct the maintenance of comprehensive narrative and statistical reports, records and files related to fiscal services; prepare a variety of correspondences and other documents. ***E***

Review, interpret, and analyze new and proposed legislation; determine effect of legislation on operations and programs of the organization served; advise superiors of findings; take appropriate action in order to ensure compliance with existing rules and regulations; propose legislation if appropriate. ***E***

Provide technical administrative support to departmental management, committees, or other personnel as assigned. ***E***

Participate in the selection of personnel; establish work standards; supervise, train, and evaluate personnel. ***E***

Make presentations to the Board regarding plans, projects, needs and other information to ensure appropriate communication. ***E***

Meet and communicate with departments, agencies, committees, community groups and public officials to coordinate and implement various projects and programs. ***E***

Perform related duties as required.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: bachelor's degree in business or closely related field (e.g. Finance, Accounting) and five years increasingly responsible supervisory and/or management experience; advanced degree in business or closely related field (e.g. Finance, Accounting) preferred.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Generally Accepted Accounting Principles, practices and procedures, and related laws, codes and regulations.
Planning, organization and direction of business functions of a department.
Preparation, maintenance, verification and processing of financial records.
Financial analysis and projection techniques and financial reporting procedures.
Computer hardware systems, mainframes, software applications, and languages utilized by the District.
Budget preparation and control.
Analytical and problem solving techniques.
Interpersonal skills using tact, patience and courtesy.
Oral and written communication skills.
Accurate record-keeping techniques.
Principles and practices of management.
Operation of a financial computing system and computer to enter data, maintain records and generate reports.
Applicable laws, codes, regulations, policies and procedures.
District organization, operations, policies, objectives and goals.

ABILITY TO:
Negotiate skillfully in difficult situations and strongly promote compromise to satisfy all parties.
Manage and direct assigned functions relating to fiscal management, control and analysis.
Plan, organize and administer business functions of the District.
Maintain current knowledge of trends in the assigned field.
Maintain accurate financial and statistical records.
Prepare and analyze comprehensive accounting reports.
Provide technical guidance and recommendations concerning existing computer programs and systems.

Operate computers and peripheral equipment properly and efficiently.
Learn new or updated computer systems and/or software programs to apply to current work.
Establish and maintain productive working relationships with a diverse range of people.
Comprehend and communicate effectively both orally and in writing.
Interpret, apply and explain rules, regulations, policies and procedures.
Analyze situations accurately and adopt an effective course of action.
Think outside the box and develop new methods or solutions inspiring others to reach a common goal.
Plan and organize to meet schedules and time lines.
Work independently and effectively with minimum direction.
Prepare comprehensive narrative and statistical reports.
Supervise and evaluate the performance of assigned staff.
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Actively participate in meeting District goals and outcomes
Apply integrity and trust in all situations.

WORKING CONDITIONS:

ENVIRONMENT:
Office environment; driving a vehicle to conduct work; contact with dissatisfied or abusive individuals; fast-paced work, constant interruptions.

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, sitting or standing for extended periods of time; dexterity to operate a computer or other office equipment; seeing to read and write reports; hearing and speaking to exchange information and make presentations; reaching overhead, above the shoulders and horizontally, bending at the waist or kneeling to retrieve supplies or other materials.

Fresno Unified School District is an Equal Opportunity Employer and reasonable accommodations are made under the Americans with Disability Act as required by law.

E=Essential Functions

~~**WORKING CONDITIONS:**~~

~~ENVIRONMENT:~~
~~Office environment; driving a vehicle to conduct work; contact with dissatisfied or abusive individuals; fast-paced work, constant interruptions.~~

~~PHYSICAL ABILITIES:~~
~~With reasonable accommodations, if necessary, sitting or standing for extended periods of time; dexterity to operate a computer or other office equipment; seeing to read and write reports; hearing and speaking to exchange information and make presentations; reaching overhead, above the shoulders and horizontally, bending at the waist or kneeling to retrieve supplies or other materials.~~

~~Fresno Unified School District is an Equal Opportunity Employer and reasonable accommodations are made under the Americans with Disability Act as required by law.~~

~~***E=Essential Functions***~~

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Revised Job Description for Manager (General) – Fiscal Services

ITEM DESCRIPTION: Included in the Board material is the revised job description of Manager (General) - Fiscal Services. The Manager is accountable for improving student achievement through the effective management of Fiscal Services. The Manager plans, organizes, supervises and participates in financial accounting operations to insure accurate and timely accounting reports, analysis, budgeting, prompt processing and payment of invoices and issuance of statements for accounts receivable and accounting for revenue determination and special funding. Providing students access to high quality learning options and a variety of activities to achieve their personal best; assist department or site leaders in the implementation, monitoring and compliance of assigned functions or activities to assist students to stay in school on target to graduate.

This revised job description reflects inclusion of language, which more specifically identifies duties of a Manager (General) in the Fiscal Services department.

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

PREPARED BY: Annarita Howell

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3548

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

FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Manager, ~~Business Operations~~~~Accounting~~ Fiscal Services (General)	**REPORTS TO:**	Assigned Supervisor or designee
DEPARTMENT:	~~Assigned Site/Department~~ Fiscal Services	**CLASSIFICATION:**	Management Classified/Management
FLSA:	Exempt	**WORK YEAR:**	Varies
BOARD APPROVAL:	July 28, 2010	**SALARY:**	E-24/Management Salary Schedule

BASIC FUNCTION:

Accountable for improving student achievement through the effective management of ~~an assigned area~~Fiscal Services; ~~plan, coordinate, and direct the operations of an assigned site or department in support~~Plans, organizes, supervises and participates in financial accounting operations to insure accurate and timely accounting reports, analysis, budgeting, prompt processing and payment of invoices and issuance of statements for accounts receivable, ~~proper utilization analysis~~, and accounting for revenue determination and special funding. of providing students access to high quality learning options and a variety of activities to achieve their personal best; assist department or site leaders in the implementation, monitoring and compliance of assigned functions or activities to assist students to stay in school on target to graduate.

REPRESENTATIVE DUTIES: (Persons employed in this position may perform any combination of the essential functions shown below (E). This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.)

Plan, coordinate, and direct the operations of an assigned site or department in support of education students at a high level; coordinate resources to evaluate the effectiveness of the programs or activities to expand practices proven to raise student achievement. ***E***

Participates in development of accounting controls governing financial activity. Ensures separation of activities, access to and accounting of assets, and proper execution of transactions. ***E***

Audit Financial data and documents to assure accuracy, completeness and compliance with district policies and procedures and applicable government regulations. Recommends change to policies and procedures that improve internal controls. Assists with audits performed by independent auditors. ***E***

~~Prepare and oversee the budgets and accounts of assigned department or programs to ensure the financial viability of the District; coordinate staffing, financial resource allocation, and assets for assigned area to ensure appropriate funding of resources. *E*~~

Collaborate with District leadership, principals and other District staff on issues and problems related to assigned area; provide recommendations as necessary; represent the department or site and serve as liaison with the community, families and the District offices. ***E***

Train, supervise and evaluate the performance of staff; provide clear, constructive feedback to improve staff effectiveness; plan, coordinate and arrange for appropriate training of staff in support of professional learning. ***E~~E~~***

Serves as a resource for questions regarding budgets, accounts and related information.
Provide technical expertise and direction regarding accounting issues and discrepancies. ***E***

~~Assist with coordinating policies and procedures designed to promote and maintain collaborative relationships and understanding between the school, districts, families and community. *E*~~

Reconciles fiscal information and account balances (e.g. county/district bank accounts, accounts receivables/payable, prepaid accounts, district curricular stipend authorizations, etc.) for the purpose of verifying accuracy of information, maintaining accurate balances, and complying with accounting practices. *E*

Develop recommended Board Policies, Administrative Regulations and Systems and Procedures for fiscal management; analyze, recommend and implement legislative agency or collective bargaining directives.

~~Identify, design, coordinate, plan and conduct staff in-services for assigned area; select and monitor the activities of assigned permanent and substitute staff to ensure timely delivery of high quality services. *E*~~

~~Manage and oversee the ordering of equipment, materials and supplies for assigned areas; maintain and monitor inventory to ensure appropriate usage of supplies and equipment. *E*~~

~~Prepare and maintain a variety of narrative and statistical reports and submit to the appropriate departments as required; participate in compliance reviews as needed. *E*~~

~~Conduct orientations and provide specialized training sessions related to assigned areas; attend and facilitate a variety of meetings as assigned; coordinate special events. *E*~~

Analyze and evaluate automated payroll/financial systems designs, computer-generated financial reports and other automated programs integrated with the primary payroll/financial system; train staff in the use of the system to provide timely delivery of services.

Provides technical support to school sites and departments on accessing and interpreting accounting information, evaluating budgets, training and support for attendance and student body accounts, working with computerized accounting systems and databases that contain financial and statistical information, and on extracting data for reports. Provides administrative support to projects and special assignments that require getting information and cooperating from other departments and vendors. ***E***

Manage and oversee the ordering of equipment, materials and supplies for assigned areas; maintain and monitor inventory to ensure appropriate usage of supplies and equipment. ***E***

Prepare and maintain a variety of narrative and statistical reports and submit to the appropriate departments as required; participate in compliance reviews as needed. ***E***

Maintains current knowledge of Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) compliance issues, Standardized Account code Structure (SACS) and federal and state laws. ***E***

Conduct orientations and provide specialized training sessions related to assigned areas; attend and facilitate a variety of meetings as assigned; coordinate special events. ***E***

Coordinate the preparation of newsletters, bulletins, minutes and agendas related to activities in assigned areas to ensure clear and timely communication to staff, communities and others. ***E***

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Requires an Associates Degree in Accounting Business Administration, or equivalent specialty, and six years of experience in accounting operations, two of which must involve leadership over transactions and production of financial statements. Alternatively, may require Bachelor's degree in Accounting Business Administration and 2 years of experience. ~~Any combination equivalent to: bachelor's degree and three years increasingly responsible supervisory and/or management or related experience in area of specialty~~.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license~~; valid California Teaching Credential and Administrative Services Credential may be required based on assignments and/or area(s) of responsibility with experience in pupil personnel services and teaching preferred.~~

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Financial and Statistical record keeping techniques.
Planning, organization and direction of business functions of a department or site.
Management, Accounting and financial, principles and practices including organization, supervision and training.
Applicable statutes, regulations and sections of the State Education Code and other applicable laws.
Interpersonal skills using tact, patience and courtesy.
Current software applications and operation of a computer to enter data, maintain records and generate reports.
Accurate budget preparation and control.

Analytical and problem solving abilities.
Oral and written communication skills.
Correct English usage, grammar, spelling, punctuation and vocabulary.
District organization, operations, policies, objectives and goals.

ABILITY TO:
Plan, coordinate and direct the business operations of an assigned site or department.
Establish and maintain effective relationships with a diverse range of people.
Work independently and effectively with minimum direction.
Train, supervise and evaluate personnel.
Read, interpret, comprehend, apply and explain rules, regulations, policies and procedures.
Maintain current knowledge of program rules, regulations, requirements and restrictions.
Analyze situations accurately and adopt an effective course of action.
Plan and organize work to meet schedules and timelines.
Compile and verify data and prepare reports.
Communicate, understand, and follow both oral and written directions effectively.
Prepare and deliver oral presentations and in-services.
Learn new or updated computer systems and/or software programs to apply to current work.
Demonstrate loyalty and high ethical standards.
Focus and appropriately allocate resources toward identified goals.
Manage change and design an effective system of reporting progress and monitoring results.
Negotiate skillfully in difficult situations and create solutions to promote compromise.
Think outside the box and develop new methods or solutions inspiring others to reach a common goal
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Actively participate in meeting District goals and outcomes.
Apply integrity and trust in all situations.

WORKING CONDITIONS:

ENVIRONMENT:
Office or school environment; constant interruptions; drive a vehicle to conduct work; contact with dissatisfied individuals; fast-paced work.

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, sitting or standing for extended periods of time; hearing and speaking to exchange information and make presentations; seeing to read and analyze reports; dexterity to operate a computer or other office equipment; reaching overhead, above the shoulders and horizontally, bending at the waist or kneeling to retrieve supplies or other materials.

Fresno Unified School District is an Equal Opportunity Employer and reasonable accommodations are made under the Americans with Disability Act as required by law.

E=Essential Functions

~~PHYSICAL ABILITIES:~~
~~With reasonable accommodations, if necessary, sitting or standing for extended periods of time; hearing and speaking to exchange information and make presentations; seeing to read and analyze reports; dexterity to operate a computer or other office equipment; reaching overhead, above the shoulders and horizontally, bending at the waist or kneeling to retrieve supplies or other materials.~~

~~Fresno Unified School District is an Equal Opportunity Employer and reasonable accommodations are made under the Americans with Disability Act as required by law.~~

~~***E=Essential Functions***~~

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Memorandums of Understanding between Fresno Unified School District and Aspen Meadow Public School, Aspen Valley Prep Academy, Sierra Charter School and University High School

ITEM DESCRIPTION: Included in the Board material is a copy of the Memorandums of Understanding (MOUs) between Fresno Unified School District and the following charter corporate entities:

- Aspen Public Schools Incorporated, which operates Aspen Meadow Public School and Aspen Valley Prep Academy;
- Sierra Charter School; and
- University High School.

The MOUs detail the relationship between the district, the charter corporate entity, and the charter school regarding operations, oversight, and monitoring.

The Fresno Unified School District Board of Education approved the aforementioned charter schools' renewal petition for a term of five years, beginning July 01, 2025, through June 30, 2030.

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

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Chief Academic Officer, Carlos Castillo, Ed.D. Carlos Castillo (Feb 5, 2026 23:15:50 PST)

2309 Tulare Street,
Fresno, CA 93721
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www.fresnounified.org

Fresno Unified School District
PURCHASING

Contract Routing Form

Contract Attached

Contract Number: 327348

Federal Funding Will Not Be Used

Aspen Meadow Public School
Vendor Name

1400 E Saginaw , Fresno, Ca, 93704
Address

5598993176
Phone Number

Shelly Lether
Vendor Contact

Term (Duration) From: 7/1/2025

Through: 6/30/2030

FUSD Contract Administrator:
Felicia.Olais@fresnounified.org
Name

Charter Office
Site/Dept

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

Contract Amount: $0.00

Estimated

Scope of Work Summary: *This* Memorandum *Of Understanding (Mou) Between Fresno Unified School District And Aspen Meadow Public School Is The Culminating Contract Based Upon An Approved Renewal Of Their Petition By The Fresno Unified School District Board On December 11, 2024. It Is Required To Document And Authorize The Provision Of Educational And Support Services Between Fresno Unified School District And Aspen Meadow.*

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:** Felicia Olais

2) Reviewed & approved by **Cabinet Level:** Marie Williams

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

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

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

Routing:BOE ***Board Date(if applicable):***

Procurement Detail *MOU |*

MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
ASPEN PUBLIC SCHOOLS INCORPORATED
WITH RESPECT TO ASPEN MEADOW PUBLIC
July 1, 2025, to June 30, 2030

This Memorandum of Understanding (the "Agreement") is made and entered into this _____ day of _____, _____, by and between the Fresno Unified School District ("the District") and Aspen Public Schools Incorporated, a California nonprofit public benefit corporation ("Charter Corporation"). Hereinafter, the District and Charter Corporation shall be collectively referred to as "the Parties."

I. RECITALS

A. The Fresno Unified School District is a school district existing under the laws of the State of California.

B. The State of California enacted the Charter Schools Act of 1992 (hereinafter the "Act") authorizing the formation of charter schools with the intent that the schools improve pupil learning; increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving; encourage the use of different and innovative teaching methods; create new professional opportunities for teachers; provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system; and are held accountable for meeting measurable pupil outcomes.

C. Charter Corporation is a nonprofit public benefit corporation that manages and operates Aspen Meadow Public ("Charter School"), a public charter school existing under the laws of the State of California and under the supervisorial oversight of the District. Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and Charter Corporation may be used interchangeably, with the duties and responsibilities of Charter School and Charter Corporation being the same under this Agreement.

D. The Act authorizes the District to grant or deny a charter petition for a charter school under specified circumstances. The District has approved the petition for Charter School for a period of five years from July 1, 2025, through June 30, 2030 ("the Charter").

E. Charter Corporation shall be responsible for, and have all rights and benefits attributable to, Charter School as further outlined herein. Charter Corporation is responsible for Charter School's compliance with the terms of the Charter and with this Agreement.

F. The Parties agree that no single party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992, which may change from time to time during the term of this Agreement.

G. The fundamental interest of the District is, on a continuing basis, to be reasonably assured that Charter Corporation is: (1) successfully implementing the provisions of the Charter, as granted; (2) obeying all requirements of federal, state, and local law that apply to Charter School; (3)

operating prudently and soundly in all respects, including fiscal and governance; and (4) providing a sound educational program for Charter School's students.

H. The Parties recognize and agree that Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against a pupil on the basis of the characteristics listed in Education Code § 220.

I. The Parties recognize that there are matters related to the operation of Charter School and the effective oversight of Charter Corporation that go beyond the provisions included in the Charter or that need further clarification. The District also acknowledges that the operation of Charter School is to be solely carried out by Charter Corporation. This Agreement is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of the District. Further, this Agreement is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationship.

J. If the terms of this Agreement conflict with the terms of the Charter, this Agreement will control while the District and Charter Corporation negotiate any necessary revisions to the Charter to achieve consistency.

II. AGREEMENTS

A. Terms and Incorporation into Charter

1. This Agreement shall govern the relationship between the District and Charter Corporation regarding the operation of Charter School.

2. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both Charter Corporation and the District.

3. The duly authorized representative of Charter Corporation is the Executive Director or any designee thereof.

4. The duly authorized representative of the District is the Superintendent or any designee thereof.

5. All communication regarding any aspect of the operation of Charter School shall be initiated by Charter Corporation with the Superintendent, unless the Superintendent delegates this function to another officer of the District. The authority of the Superintendent shall be as determined by the District's Board of Trustees. The Board of Trustees shall approve any material revisions to the Charter and any formal District actions that require Board action pursuant to statute or regulation as part of the statutory process governing charter revocation.

6. The term of this Agreement shall be for a period of five years from July 1, 2025, ("Effective Date") through June 30, 2030, which is concurrent with the term of the Charter granted to Charter School. Should the term of the Charter be extended by the California Legislature or the California Department of Education, the term of this Agreement shall remain in full force and effect until the conclusion of such term extension. Further, the term of this Agreement shall continue in full force and effect beyond the term of the Charter during any period when the District Board is the Charter School's chartering authority (whether approved directly or if designated by the State Board of Education to serve as the chartering authority) including

during the pendency of any appeal of a denial of a renewal request or revocation of the Charter, unless and until such time as (a) the Parties agree that a replacement Agreement shall supersede and replace this Agreement and such replacement Agreement becomes effective; (b) the Parties agree in writing that the Agreement is terminated; or (c) the Charter School ceases operating and relinquishes/loses its Charter for any reason and complies with all closure procedures (as set forth in the Charter, this Agreement, and/or the law) and any ongoing requirements of the Charter and/or this Agreement.

7. This Agreement is subject to approval by the District's Board of Trustees and Charter Corporation's Governing Board. The Parties shall review the terms of this Agreement annually and, by February 1 of each year, present proposed revisions to the Agreement, if any. If the Parties cannot agree to the proposed revisions by April 30 of that year, the existing Agreement will continue in effect until mutually modified. Nothing in this Section shall prevent either party from suggesting, proposing, or agreeing to a revision to this Agreement at any time during the year.

8. Upon final termination or revocation of the Charter, this Agreement shall automatically terminate.

9. Should Charter School commit a material violation of any of the conditions, standards, or procedures set forth in the Charter, fail to meet or pursue any of the pupil outcomes identified in the Charter, fail to meet generally accepted accounting principles, engage in fiscal mismanagement, or violate any law, the District shall have the right to revoke the Charter in accordance with Education Code § 47607 and its applicable regulations.

10. This Agreement is subject to early termination only as set forth herein or as otherwise permitted by law.

11. Renewal of the Charter shall be processed in accordance with the standards and requirements of applicable law, including Education Code §§ 47607 and 47607.2, as the same may be modified or replaced.

12. This Agreement is incorporated into the Charter and made a part thereof as if set forth in full in the Charter. A violation of the Agreement shall constitute a violation of the Charter, including for purposes of Education Code Section 47607 controlling charter revocation for material violations of a charter, to the same extent as if the requirement or provision was contained in the Charter itself. In the event of a conflict between the law and the terms of this Agreement, the law shall prevail, and any such conflicting terms shall be revised by mutual agreement of the parties or severed from this Agreement and nullified. In the event of a conflict between the Charter and this Agreement, the terms of this Agreement shall control and prevail and shall be interpreted and deemed to be updates and clarifications to the Charter. Where the Charter is silent on an issue, the Agreement serves to fill in any gaps. Where the language of the Charter is ambiguous, the Agreement is the document that governs interpretation of that language, where applicable.

B. <u>Operation of Charter School</u>

1. Charter School is a public charter school that shall be operated pursuant to the Charter and this Agreement, plus specific approved conditions, if any.

2. Charter School is authorized by the District to operate with grades 9-12.

3. As of the effective date of the Charter, and subsequently at all times it is operational, Charter School and/or Charter Corporation will post and/or update the required information, including that set forth below, on Charter School's and/or Charter Corporation's website. Charter School and/or Charter Corporation will update the posting within ten days whenever the information changes.

   a. The names and contact information for the principal contacts for Charter School; and

   b. The names and contact information for Charter School's and/or Charter Corporation's management/operational leadership and for Charter School's and/or Charter Corporation's Governing Board.

4. Charter School and/or Charter Corporation shall provide the District with written notice whenever information changes, including any change in the directors, officers, administrators, and management, as soon as possible and in no event later than ten days after the change.

C. <u>Governance</u>

1. Charter School shall operate consistently with Education Code § 47604(a) and (b). Charter Corporation acknowledges, as is stated in its Charter, that it is a separate legal entity. Per Education Code Section 47604(d), the District is not liable for the debts or obligations of Charter Corporation or Charter School or for claims arising from the performance of acts, errors, or omissions by Charter Corporation or Charter School if the District has complied with all oversight responsibilities required by law, including, but not limited to, those required by Education Code Section 47604.32 and Education Code Section 47605(m).

2. The Parties further recognize that, consistent with the Charter, Charter Corporation has obtained and maintains status as a nonprofit public benefit corporation as provided in Education Code § 47604 for the operation of Charter School.

3. The District reserves the right to have a single representative on Charter Corporation's Governing Board in accordance with Education Code § 47604(c), which representative shall be a full voting member of the Charter Corporation's Governing Board (unless the District specifically determines the representative shall be nonvoting) below with no restrictions or limitations on their service. The appointment and/or removal of such a representative is in the sole discretion of the District Board or designee, and the Charter Corporation and Charter School shall have no authority over the identity, length of service, appointment, or removal of any such representative.

4. Charter Corporation's Governing Board shall conduct public meetings within the physical boundaries of Fresno County at such intervals as are necessary to ensure the Board is providing sufficient direction to Charter Corporation and Charter School through implementation of effective policies and procedures. Charter Corporation shall establish a two-way teleconference location at each Charter School site.

5. Meetings of Charter Corporation's Governing Board and all legislative bodies of the Charter School (as defined in the Brown Act) will be conducted in compliance with the requirements of the Ralph M. Brown Act (Government Code § 54950 et seq.) (the "Brown Act").

6. Charter Corporation shall ensure that all members of its Governing Board, Charter School's leadership, Charter School's primary financial contact, and any other Charter School staff

deemed appropriate by Charter Corporation have participated in annual training on the requirements of the Brown Act, Government Code Section 1090, the Political Reform Act, and the California Public Records Act. Additionally, the Charter Corporation's Governing Board shall undergo ethics training as required by law. Verification of such training shall be provided to the District. The Brown Act portion of this training shall include training regarding the rights of the public, including but not limited to the rights to attend, speak, criticize the Charter School, Charter Corporation, and its legislative bodies, to video record, audio record, and/or broadcast the meetings, and to access writings for discussion or consideration at a public meeting. All such training shall be conducted by an individual or entity with demonstrated or professional knowledge and expertise in the applicable law, regulations, and rules, and shall not be conducted by a board member or employee of the Charter School, other than an attorney employed by the Charter School. Any new board member or designated employee shall undergo such training within 90 days of taking the position at the Charter School.

7. Copies of meeting agendas and minutes for meetings of Charter Corporation's Governing Board and all "legislative bodies" of the Charter Corporation/Charter School as defined by the Brown Act, shall be provided to the District at the time the earlier of the time they are distributed to all or a majority of the Charter Board or are posted on the Charter School's website pursuant to the Brown Act. This provision shall be deemed to have been met when the agenda, including all backup materials distributed to the Charter Board that are not exempt from public disclosure and minutes are posted to the Charter School's website if it is concurrent with distribution to a majority of Charter Board members.

8. Charter Corporation shall post all backup materials that are not exempt from public disclosure related to agenda items for meetings of all "legislative bodies" of the Charter Corporation/Charter School as defined by the Brown Act to its website with the pertinent agenda at or before the time they are distributed to all or a majority of the members of the legislative body.

D. <u>Required Governance Documentation</u>

1. Charter Corporation shall provide the District with all documents specified in Epicenter, as that list may be periodically updated by the District, with submission by the dates specified in Epicenter. The list below is by way of example, with the specifically required documents and due dates as identified in Epicenter. Nothing herein shall limit the District's authority to make reasonable requests for and receive copies of additional documents related to Charter School and/or Charter Corporation's operations or limit Charter School's obligation to provide any different or additional information or documents as may be required by law or regulation.

   a. Articles of Incorporation;

   b. Bylaws;

   c. Conflict of Interest Code;

   d. Roster of Charter Corporation's Governing Board;

   e. Schedule of Governing Board meetings;

   f. Name and contact information for Charter School's leadership (e.g., principal, executive director, and/or head of school);

g. Name and contact information for Charter School's primary financial contact (e.g., CFO, COO, accountant, or back-office financial services provider); and

h. Facilities Use Agreement(s)/Lease(s) and/or other documentation relating to the facility(ies) in which Charter School is located and/or operates from.

2. Charter Corporation shall provide up-to-date versions of all required documents by September 1st of each year, or as otherwise specified.

3. In the event Charter School revises any of the documents it is required to submit, it shall send an updated version to the District within ten (10) business days of the date the change is approved by Charter Corporation's Governing Board.

4. Charter Corporation shall promptly respond to all reasonable inquiries by the District and any other authorized agency, including but not limited to financial inquiries related to Charter School.

E. <u>Admissions, Recruitment, and Enrollment</u>

1. The Charter School shall comply with Education Code Sections 47605, 200, 220, 231.5, and Government Code Sections 12940 and 11135.

2. As of the effective date of the Charter, and at all times it is operational during the Charter term, Charter School shall have the following enrollment and admissions information posted on Charter School's website and shall update the posting as quickly as possible whenever the information changes:

   a. Procedures and timeline for enrollment, admission, and the public random drawing, which shall include, but not be limited to, an assurance that Charter School will provide enrollment preferences as specified in the Charter and in compliance with Education Code § 47605(e)(2)(B).

   b. Descriptions of outreach and recruitment activities to reach the target population.

   c. Evidence that enrollment preferences and public random drawing preferences are consistent with the Charter and all applicable federal and state laws.

   d. A copy of the application and enrollment forms and information provided to prospective pupils, parents, and legal guardians, without the need to create an account, password, or otherwise register or identify oneself to view the application and information about the enrollment process.

   e. Notice that Charter School complies with all requirements not to discourage a pupil from enrolling or seeking enrollment as developed by the California Department of Education.

   f. Process for a pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, including procedures for notifying the superintendent of the school district of the pupil's last known address within 30 days per Education Code § 47605(e)(3).

3. Charter School shall make a serious and consistent effort to recruit students to Charter School to: (1) achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, that is reflective of the general population residing within the District; and (2) to fulfill its mission to serve pupils from communities throughout Fresno County. At least annually, Charter School shall audit, assess, and review the results of its outreach and recruitment plan in order to determine the effectiveness of its efforts to achieve the pupil balance provided for in the Charter Schools Act and modify its plan, including recruitment and outreach efforts, to improve the effectiveness of its plan as necessary.

F. Funding

1. Charter School has elected to receive the state aid portion of Charter School's total Local Control Funding Formula ("LCFF") allocation directly pursuant to Education Code § 47651.

2. Funding shortfalls shall be the Charter Corporation and Charter School's responsibility.

3. Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the LCFF under Education Code § 42238 *et seq*. LCFF funding shall be apportioned by Average Daily Attendance (ADA). Charter School shall be responsible for providing the California Department of Education with all data required for funding. LCFF funding shall not include:

   a. Programs for which Charter School is required to apply separately, such as summer school.

   b. Special education programs, which funds are allocated to the Special Education Local Plan Area (SELPA) with which Charter School is affiliated.

   c. Charter School shall be funded directly from the state for its share of lottery funds. A portion of lottery funds must be spent on instruction, as dictated by the state.

4. In addition to LCFF funding, Charter School may receive Block Grant Funding for eligible expenses consistent with state law. It shall be Charter School's responsibility to independently apply for funding beyond the basic statutory entitlements of the base grant due to Charter School under LCFF.

5. Charter School may be eligible for federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of Charter School's pupils for such funding.

6. Charter School may receive funding from new or one-time funding sources available to schools or school districts provided by the State of California to the extent Charter School and its pupils generate such entitlements. Additionally, Charter School may apply for private grants.

7. Grants written by and obtained by Charter School shall come directly to Charter School and shall not go through the District or be subtracted from the resources the District would otherwise have allocated to Charter School.

8. In addition to LCFF funding specified herein, the Parties recognize the ability of Charter School to pursue additional sources of funding.

9. If the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of Charter School, the District will receive a percentage of such funds to be allocated to Charter School. The District will charge the maximum indirect cost as allowed under law or the grant. Funds shall be allocated to Charter School on a prorated basis related to the formula that generates the funds. For example, if funds are generated on a per eligible student basis, they shall be allocated to Charter School on a per eligible student basis, minus the administration fee (e.g., indirect charge fee) charged by the District.

10. Charter School shall cooperate fully with the District in applications made by the District on behalf of Charter School's pupils.

11. Charter Corporation and Charter School agree to comply with all applicable laws and regulations related to expenditures and receipt of funds.

12. Charter School may also be entitled to a variety of state and federal application-based programs, as well as various grant opportunities. It shall be the responsibility of Charter School to apply for any and all funding beyond the base statutory entitlement.

13. The District shall annually transfer to Charter Corporation funding in lieu of property taxes in monthly installments no later than the 15th of each month pursuant to Education Code § 47635.

14. Pursuant to Education Code § 47604(d), Charter School agrees that all loans received by Charter School shall be the sole responsibility of Charter School and the District shall have no obligation for repayment and Charter School shall not indicate or represent that the District is a party to or has any obligation relative to any loan or loan application. Charter Corporation is to operate Charter School in a financially sound fashion. It is agreed that all loans sought by Charter Corporation for Charter School shall be authorized in writing in advance by Charter Corporation and shall be the sole responsibility of Charter Corporation. In no event shall the District have any obligation for repayment of such loans.

15. Charter Corporation and Charter School shall use all revenue received from state and federal sources only for the educational services of Charter Corporation and Charter School and for the benefit of the pupils enrolled and attending Charter School. Sources of funding must be used in accordance with applicable state and federal statutes and the terms or conditions, if any, of any grant or donation.

16. Charter Corporation and the District agree to negotiate on a case-by-case basis for additional funding pursuant to Education Code § 47636.

17. This Funding section, as well as all other sections of this Agreement, shall be applied consistently with the statutes and regulations applicable to charter schools, which may from time to time be amended or modified by the Legislature or the State Board of Education. Nothing contained in this Agreement shall be deemed a waiver by either party of the rights and obligations under these laws.

18. The District shall not advance any funds to Charter Corporation for Charter School. In addition, the District shall not act as or provide a line of credit to Charter Corporation for Charter School.

19. Charter Corporation on behalf of Charter School shall seek reimbursements of its mandated costs, if any, directly from the state.

20. In the event the District seeks and receives a voter-approved bond, parcel tax, etc., Charter School and/or Charter Corporation shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing by the Parties. The Parties shall meet sufficiently in advance of any action by the District to pursue such measures so as to advise Charter Corporation and to determine the positions of the Parties. Charter Corporation agrees that it and Charter School have no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.

G. Legal Relationship

1. The Parties recognize that Charter Corporation is a separate legal entity that operates Charter School under the supervisorial oversight of the District.

2. Charter Corporation shall be wholly responsible for Charter School's operations and shall manage its operations efficiently and economically pursuant to its annual budget. The District shall not be liable for the debts or obligations of Charter School or for claims arising from the performance of acts, errors, or omissions by Charter School if the District has complied with all oversight responsibilities, including, but not limited to, those required by Education Code §§ 47604.32 and 47605(m).

3. Charter School shall retain the right to use its own legal counsel and shall be responsible for procuring such counsel and paying all associated costs and fees.

4. Neither Charter School nor Charter Corporation shall have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. Charter School shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom Charter School enters into an agreement or contract for goods or services that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the District.

5. Notwithstanding any other indemnification provisions contained in this Agreement, Charter School and Charter Corporation agree, acknowledge, and accept full responsibility and liability for their policies, requirements, processes, and procedures, including their admissions policies and procedures and public random drawing requirements, policies, and procedures. Charter Corporation shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its trustees, officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "the District and District Personnel") from and against any and all actions, suits, proceedings, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys' fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District and District Personnel, that may be asserted or claimed by any person, firm, association, or entity arising out of, in whole or in part, or in connection with, the District's approval of Charter School's or Charter Corporation's Charter, Charter School's or Charter Corporation's performance under the Charter, Charter School's or Charter Corporation's performance under this Agreement or any acts or errors or omissions by Charter School or Charter Corporation, their officers, directors, administrators, employees, attorneys, agents, representatives, volunteers, successors and assigns, including, but not limited to, arising out of Charter School's policies and procedures, such as its application requirements, admission policies and procedures, and public random drawing procedures.

6. To the extent required by law, Charter Corporation and Charter School agree to comply at all times with all applicable state and/or federal laws (which may be amended from time to time), including, but not limited to, those set forth in Education Code § 47604.1 and the following:

   a. The Ralph M. Brown Act (Government Code § 54950 *et seq.*);

   b. The California Public Records Act (Government Code § 7920.000 *et seq.*);

   c. Conflict of interest laws applicable to charter schools, including without limitation, the Political Reform Act and its administration by the California Fair Political Practices Commission (Government Code § 81000 *et seq.*);

   d. Government Code § 1090 *et seq.*, as set forth in Education Code § 47604.1;

   e. The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g);

   f. The Child Abuse and Neglect Reporting Act (Penal Code § 11164 *et seq.*);

   g. The Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 *et seq.*);

   h. The Americans with Disabilities Act ("ADA") and the Americans with Disabilities Act Amendments Act of 2008 ("ADAAA") (42 U.S.C. § 12101 *et seq.*);

   i. The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;

   j. The California Fair Employment and Housing Act ("FEHA") (Government Code § 12900 *et seq.*);

   k. The Age Discrimination in Employment Act ("ADEA") (29 U.S.C. § 621 *et seq.*);

   l. Section 504 of the Rehabilitation Act of 1973 (29 U.5.C. § 794 *et seq.*);

   m. Education Code § 220 (prohibiting discrimination); and

   n. The Uniform Complaint Procedures (5 CCR § 4600 *et seq.*).

7. Charter Corporation agrees that all of its records that relate in any way to the operation of Charter School, including those submitted to the District, shall be treated as public records subject to the requirements of the Public Records Act, as well as Education Code § 47604.3.

H. Fiscal Relationship

1. Oversight Obligations. The District's oversight obligations include, but are not limited to, the following:

   a. Review and revision of this Agreement, and subsequent agreements, to clarify and interpret the Charter, and any revisions to the Charter and the relationship between Charter School and the District.

b. Monitoring performance and compliance with the Charter and with applicable laws, including the following:

   i. Identifying at least one staff member as a contact person for Charter School;

   ii. Visiting Charter School at least annually;

   iii. Ensuring that Charter School complies with all reports required of charter schools by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Education Code § 47606.5;

   iv. Monitoring the fiscal condition of Charter School; and

   v. Conducting the Charter revocation process, as necessary, pursuant to Education Code § 47607 and its applicable regulations, including investigating alleged violations, holding a public hearing, and monitoring efforts to cure.

   vi. Providing timely notification as set forth in Education Code § 47604.32(a)(5) to the California Department of Education if any of the following circumstances occur or will occur with regard to Charter School: renewal of the Charter is granted or denied; the Charter is revoked; or Charter School will cease operation for any reason.

2. Charter School shall promptly respond to all reasonable inquiries of the District regarding Charter School's financial records.

3. For purposes of fiscal oversight and monitoring by the District not covered in the financial reporting section, Charter Corporation shall provide the District with a copy of documents, data and reports in the reasonable form and at the times specified by the District.

4. Charter Corporation shall provide such other documents, data and reports as may be reasonably requested or required by the County Superintendent of Schools, including the annual reports set forth in Education Code § 47604.33, which must be prepared and submitted to the District and the County Superintendent of Schools.

5. The District shall use any financial or other information it obtains from Charter Corporation and Charter School, including, but not limited to, the reports required by Education Code § 47604.33, to perform its duties described in Education Code § 47604.32(a), including monitoring the fiscal condition of Charter School.

6. It is recommended that Charter School maintain a minimum ending fund balance of not less than 3% as a reserve for economic uncertainties.

7. Oversight Services. Charter Corporation shall pay the District an amount equal to one percent (1%) of Charter School's revenues (excluding any monies for which the District has received as indirect cost rate charge) to cover the actual cost of supervisorial oversight. Charter School's revenue means the LCFF entitlement. This is the amount received in the current fiscal year from the LCFF calculated pursuant to Education Code § 42238.02, as implemented by Education Code § 42238.03. Payment shall be made by Charter Corporation monthly, at the same time as the in-lieu property taxes are distributed by the District.

8. The Parties agree the District shall not act as fiscal agent for Charter Corporation or Charter School. It is agreed Charter Corporation shall be solely responsible for all fiscal services for Charter School, including payroll, purchasing, attendance reporting, and completion and submission of state budget forms. The District shall process and transfer to Charter Corporation all payments received by the District for Charter School in a timely fashion.

9. To the extent Charter Corporation wishes to contract with the District for any services to Charter School beyond those specified in this Agreement, a separate written contract with the District shall be required and the costs of such services shall be paid in full by Charter Corporation.

I. Financial Reporting

1. Budget Data

   a. The Charter Corporation shall provide the District for review a preliminary budget and supporting documents on or before May 15th of each year. All key budget variables, including revenue, expenditure, debit, and beginning and ending balance variables shall be defined. The District and Chater Corporation will continue to communicate during the period between this submission and the County Superintendent of School's July 1st annual deadline for submission of the Charter Corporation's final adopted budget. Any changes the Charter Corporation makes to the preliminary budget shall be communicated to the District within one business day.

   b. The adopted budget and signed certification following approval by the Charter Corporation's Governing Board shall be provided to the District for review the day after it is approved and must be provided no later than June 25th of each year.

   c. A copy of Charter Corporation's adopted budget guidelines, fiscal policies, and internal controls shall be provided to the District within four weeks of this Agreement being approved by both Parties followed by annual updates on or before June 30th of each year. The District will include additional reminders of fiscal deadlines and electronic documentation as needed using EpiCenter or a similar tool.

2. Cash Flow Data

   a. Cash flow projections shall be submitted with each interim financial report, as detailed below.

   b. The District shall be notified at least three (3) weeks in advance (or a shorter time period upon showing of good cause by Charter School) of any action by Charter Corporation's Governing Board to incur short- or long-term debt. Financing documents shall be made available for the District's review upon request. This report regarding issuance of debt must include financial details and conditions of such debt, including but not limited to, a resolution by the Charter Corporation's Governing Board defining the nature of the debt, and the terms specified in a loan agreement or debt instrument. The District shall not provide advice on debt issuance or financial transactions of the Charter Corporation, and nor shall the reporting of this information to the District be construed as the District approving or endorsing such action on behalf of the Charter Corporation. The Parties acknowledge and agree that the issuance of debt by or on behalf of the Charter Corporation shall not obligate the District to pledge any funds or security for the repayment of the debt

or to make any appropriation for the repayment of such debt or otherwise impose any responsibility or liability for any such debt on the District, except as specifically otherwise agreed in writing.

c. The District shall provide Charter Corporation with in-lieu property tax estimates and other available financial data necessary for Charter Corporation to meet its budget and fiscal obligations outlined in this Agreement and in applicable law within a reasonable period of time after a written request by Charter Corporation, but in no case later than 30 days thereafter.

3. Financial Data

a. The first interim financial report and signed certification shall be prepared and submitted to the County Superintendent of Schools on or before December 15th of each year. Charter Corporation shall provide the District with its first interim financial report and signed certification approximately one (1) month prior to the County Superintendent of Schools' submission deadline. This first interim financial report shall reflect changes through October 31st.

b. The second interim financial report and signed certification shall be prepared and submitted to the County Superintendent of Schools on or before March 15th of each year. Charter Corporation shall provide the District with its second interim financial report and signed certification approximately one (1) month prior to the County Superintendent of Schools' submission deadline. This second interim financial report shall reflect changes through January 31st.

c. The third interim financial report and signed certification shall be prepared and submitted to the District on or before June 1st of each year, if deemed necessary. This third interim financial report shall reflect changes through April 30th.

d. The final unaudited financial report and signed certification for the full prior year shall be prepared and submitted to the County Superintendent of Schools on or before September 15th of each year. Charter Corporation shall provide the District with its unaudited financial report and signed certification approximately one (1) month prior to the County Superintendent of Schools' submission deadline.

4. Financial Audit

a. Charter Corporation shall provide a copy of Charter School's audited financial report to the District, the County Superintendent of Schools, the State Controller, and the California Department of Education by December 15th of each year.

b. Audit exceptions or deficiencies identified in the audit report shall be addressed by Charter School through the development of a corrective action plan outlining how and when they will be resolved to the District's satisfaction. The corrective action plan shall be provided to the District by January 15th of each year or within four weeks following the finalization of the audited financial report, whichever is later.

J. Attendance Reporting

1. Charter Corporation shall use commercially available attendance accounting software (such as Power School, etc.) for student attendance accounting at Charter School.

2. Charter Corporation, on behalf of Charter School, shall submit enrollment and attendance data as required to receive apportionment of funding according to the specified deadlines. The District's staff shall review and certify the accuracy of Charter School's attendance data submitted by Charter Corporation only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to Charter School.

3. Student data covering demographic suspensions and expulsions, and program participation, etc., are needed for effective oversight responsibilities as well as timely and efficient state and federal reporting on behalf of the District and charter schools. Consequently, Charter School shall adhere to the following:

   a. Charter School shall submit student enrollment projections to the District by March 1st of the preceding school year.

   b. Charter Corporation shall submit monthly summary reports of enrollment and Average Daily Attendance ("ADA") no later than five business days following the close of the period.

   c. Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit.

   d. Charter School shall provide copies of P-1 and P-2 and annual state attendance reports to the District by January 15th, April 30th, and June 20th, respectively, of each year.

   e. Charter School shall provide to the District copies of amended state attendance reports, if any, within three weeks of discovery of the need for making such an amendment.

K. Students with Disabilities

1. Section 504 of the Rehabilitation Act of 1973 & Americans with Disabilities Act of 1992

   a. The Charter Corporation shall comply with Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act of 1992 ("ADA"), all Office for Civil Rights mandates for students enrolled in charter schools, and any other applicable state and federal anti-discrimination laws to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter Corporation.

   b. The Charter Corporation shall be solely responsible, at its own expense, for its compliance with Section 504 and the ADA. The Charter Corporation shall adopt and at all times maintain a current Section 504 policy, procedure, and forms. By September 1 of each year, the Charter Corporation shall designate a Charter Corporation employee responsible for Section 504 and ADA compliance and notify the District, in writing, of the name of the responsible individual.

c. The Charter Corporation shall ensure compliance with its procedures and Section 504 for disciplinary action against disabled students.

2. Special Education and Related Services under the Individuals with Disabilities Education Act (IDEA)

   a. The Charter Corporation has elected to be its own local education agency ("LEA") and member of the Fresno County Charter Special Education Local Plan Area ("SELPA") in conformity with Education Code § 47641(a). As such, the Charter Corporation shall be solely responsible for all aspects of compliance with state and federal special education laws, including, but not limited to, the IDEA and California Education Code and their implementing regulations. Additionally, the Charter Corporation shall be responsible for ensuring the provision of special education and related services consistent with students' individualized education programs ("IEPs").

   b. The Charter Corporation understands that any modification to its status as an LEA, including seeking membership in another SELPA, requires written notice to the District and modification of this Agreement.

   c. The Charter Corporation understands that no special education and related services, nor any other responsibilities under the IDEA, will be provided by the District to Charter School students, regardless of the school district of residence of the students.

3. The Charter Corporation agrees that all pupils shall have access to Charter School, no student shall be denied admission due to disability, and admission preferences shall not result in limiting enrollment access for pupils with disabilities. The Charter Corporation agrees it shall have the means in place to achieve a balance of special education pupils that is reflective of the general population residing within the territorial jurisdiction of the District and that it will comply with all applicable state and federal laws related to students with disabilities.

4. The Charter Corporation's insurance obligations pursuant to the Charter and/or this Agreement, specifically including all requirements to provide insurance coverage for the District and District Personnel, shall extend with full force and effect to any and all matters in any way related to or arising from compliance with Section 504, the ADA, and/or the IDEA, the provision of services to students with disabilities, and access to the Charter School and its facilities pursuant to said laws.

5. Complaints. The Charter Corporation shall respond to and investigate all complaints received involving students with disabilities, including, but not limited to, any complaints under the IDEA, Section 504, ADA, and/or California Education Code. The District shall have no involvement in any complaints relating to students with disabilities and compliance, unless the District determines its involvement is necessary as a result of its oversight responsibilities.

6. Indemnity. The Charter Corporation agrees to defend, indemnify, and hold harmless the District and District Personnel from any liabilities, claims, demands, and attorneys' fees and costs arising out of, or in any way related to, compliance with the IDEA, Section 504, ADA, Education Code, and/or similar law, including the provision of special education and related services and access to the Charter School and its facilities. The Charter Corporation further agrees to defend, indemnify, and hold harmless the District and District Personnel from any liabilities, claims, demands, and attorneys' fees and costs arising out of, or in any way related

to, any special education and related services that may have been previously provided to the Charter Corporation by the District.

L. Insurance and Risk Management

1. No coverage shall be provided to the Charter School/Charter Corporation by the District, including self-insured programs or commercial insurance policies. It shall continue to be the Charter School/Charter Corporation's responsibility, not the District's, to monitor its vendors, contractors, partners, or sponsors for compliance with the insurance requirements.

2. The Charter School/Charter Corporation shall purchase and maintain in full force and effect at all times during the term of its Charter and any renewal thereof and/or this Agreement, unless and until alternative insurance requirements may be agreed upon by the chartering authority, insurance in amounts and types and subject to the terms approved by the District's risk manager and as specified below. The Charter School/Charter Corporation's obligations to acquire and maintain insurance as provided in this section of the Agreement shall survive the revocation, expiration, termination, or cancellation of the Charter and/or this Agreement or any other act or event that would end the Charter School/Charter Corporation's right to operate as a charter school pursuant to its Charter or cause the Charter School/Charter Corporation to cease operations until the Charter School/Charter Corporation has fully complied with the Closure Procedures set forth in the Charter and/or this Agreement and any additional closure procedures required by law, regulation, or required by the CDE.

3. Without limiting the Charter and/or this Agreement and/or the defense, indemnity, and hold-harmless obligations of the Charter School/Charter Corporation, throughout the life of the Charter, the Charter School/Charter Corporation shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A or A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

   COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: "bodily injury," "property damage," "advertising injury," and "personal injury," including, but not limited to, coverage for products and completed operations, with combined single limits of not less than $2,000,000 per occurrence and $5,000,000 in the aggregate. This coverage will be on an occurrence basis. Additionally, Excess Liability coverage, sometimes known as umbrella coverage, shall be procured in the amount of $10,000,000 per occurrence.

   A. General Liability Insurance Endorsement Negligence Related to Sexual Abuse or Molestation providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of sexual abuse with liability coverage of $10,000,000 per occurrence. Such insurance must include coverage for sexual abuse perpetrated by a student, students in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible. This policy shall be endorsed specifically to include coverage for any and all contractors, invitees, or others hired by or permitted to be on campus and/or otherwise have access to Charter School students.

B. General Liability Insurance Endorsement Negligence providing coverage for allegations of wrongful acts or negligence should an injury occur. Such coverage shall provide for defense with liability coverage of $10,000,000 per occurrence. Such insurance must include coverage for corporal punishment perpetrated by a student in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.

SCHOOL BOARD LEGAL LIABILITY and ERRORS AND OMISSIONS $5,000,000.00 per occurrence, with an aggregate policy limit of $10,000,000. School board legal liability (SBLL) insurance protects school board members, employees, and administrators from claims of wrongful acts. It is also known as educators' legal liability (ELL) insurance.

EMPLOYEE BENEFITS LIABILITY insurance and/or coverage which shall include coverage for errors and omissions in the administration of an employee benefit program. Such coverage shall be in an amount not less than $ 1,000,000 per occurrence and $1,000,000 in the aggregate.

PROPERTY insurance and/or coverage, which shall include: (a) coverage for real property on an "all risk" basis with full replacement cost coverage and code upgrade coverage if the Charter School/Charter Corporation or a related or associated entity owns the stie and/or the improvements on the site, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of the Charter School/Charter Corporation. If any District property is leased, rented, or borrowed, it shall also be insured by the Charter School/Charter Corporation in the same manner as (a), (b), and (c) above.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than $5,000,000 per person and per occurrence.

WORKER'S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits.

FIDELITY BOND coverage shall be maintained by the Charter School/Charter Corporation to cover all Charter School/Charter Corporation employees who handle, process or otherwise have responsibility for Charter School/Charter Corporation funds, supplies, equipment or other assets. Minimum amount of coverage shall be $1,000,000 per occurrence.

CYBER LIABILITY coverage for both electronic and non-electronic data breach of $1,000,000 per occurrence with an aggregate limit of not less than $2,000,000.

4. Charter School/Charter Corporation shall be responsible, at its sole expense, for separately insuring its personal property.

5. All of the insurance and/or coverage required by the Charter and/or the foregoing provisions of this Agreement shall: (a) be endorsed to name the District, officers, Board or Superintendent appointed groups, committees, boards, and any other Board or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors,

and assigns (collectively hereinafter the "District and the District Personnel") as additional insureds; (b) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the District and/or by the District Personnel shall be in excess of the Charter School/Charter Corporation's insurance and/or coverage required by the Charter and/or the foregoing provisions of this Agreement and shall not contribute with the primary insurance and/or coverage to be provided by the Charter School/Charter Corporation; (c) shall be on an "occurrence" basis rather than a "claims made" basis, excepting only educators' legal liability and errors and omissions insurance and/or coverage, which shall be on a "claims made" basis; and (d) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

6. Each policy of insurance and/or memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement shall be endorsed to state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to the District by U.S. Mail, certified, or by personal delivery. In addition to such notice provided to the District by the insurer, the Charter School/Charter Corporation shall also provide the District with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement, and any permitted change to any policy of insurance or memorandum of coverage shall be evidenced in accordance with the Verification of Coverage requirements below. If at any time any policy of insurance or memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, the Charter School shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code Section 47607 and/or shall become void at the District's option.

7. The coverage and limits required hereunder and/or District's acceptance of the insurance and/or coverage required by the provisions of this Agreement shall not in any way limit the liability or responsibility of the Charter School/Charter Corporation or any insurer or joint powers authority to District.

8. Each policy of insurance and/or memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement shall be endorsed to state that all rights of subrogation against the District and/or the District Personnel are waived.

9. VERIFICATION OF COVERAGE

The Charter School/Charter Corporation shall provide to the District duplicate originals of each policy of insurance and/or each memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement, including all declarations, forms, and endorsements, which shall be received and approved by the District risk manager within thirty (30) days of the approval of this Agreement and by July 1 and January 7 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the District for such documents. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of duplicate originals and original endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of the Charter School/Charter Corporation to defend, indemnify, and hold harmless the District and the District Personnel.

10. DEDUCTIBLES AND LIMITS OF LIABILITY

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the Charter and/or the foregoing provisions of this Agreement shall not reduce or limit the obligation(s) of the Charter School/Charter Corporation to defend, indemnify, and hold harmless the District and the District Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the Charter and/or the foregoing provisions of this Agreement shall not be reduced by or apply to defense costs or attorney's fees incurred to defend against covered claims.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the Charter and/or the foregoing provisions of this Agreement must be declared to and approved by the District.

11. If Charter School/Charter Corporation maintains broader coverage and/or higher limits than the minimums shown herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Charter School/Charter Corporation. Charter School/Charter Corporation's liability policy or policies must provide all liability Charter School/Charter Corporation is required to insure against by law and is authorized to insure against.

12. The Charter School/Charter Corporation and District anticipate that the required levels and types of insurance coverage required to meet the District's risk management standards may change over time. Charter School/Charter Corporation agrees to maintain such insurance as may be required by the District, the terms of which may be updated annually by the District, or more frequently with Charter School/Charter Corporation's agreement, and they shall enter into an amendment to this Agreement to revise the terms of the required coverage should the District determine such an amendment or addendum is preferred.

13. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent or their designee. The minimum insurance requirements as specified herein do not represent a determination by District that the coverage is adequate or sufficient to protect Charter School/Charter Corporation from risk related to its operations, and

Charter School/Charter Corporation must determine whether and what additional coverage may be appropriate for its operations.

14. The Charter School/Charter Corporation shall notify the District of any litigation or legal action taken or claims made by any party against the Charter School/Charter Corporation or any employee, including but not limited to any special education complaint or due process hearing or any complaint filed with the Public Employees Relations Board, within 15 days of the Charter School/Charter Corporation's receiving notice. The Charter School/Charter Corporation shall promptly respond to all reasonable inquiries from the District regarding any claims against the Charter School/Charter Corporation and/or any obligation of the Charter School/Charter Corporation under the foregoing provisions of this Agreement. The Parties recognize that some records relating to claims and litigation may be confidential and thus not disclosable to the District, though the confidentiality of particular records does not limit the Charter School/Charter Corporation's obligation to report to the District the existence of the litigation, legal action, or claim.

15. The Charter School/Charter Corporation shall promptly respond to all inquiries from the District regarding any claims against the Charter School/Charter Corporation and/or any obligation of the Charter School/Charter Corporation under the foregoing provisions of this Agreement.

16. The above-described provisions set forth the minimum standards for insurance to be acquired and maintained by the Charter School/Charter Corporation, but the District does not provide risk management services to the Charter School/Charter Corporation and nothing herein shall be construed as the District advising the Charter School/Charter Corporation regarding the sufficiency of such coverage to protect the Charter School/Charter Corporation's interests.

17. Health benefits plans and policies shall be provided, upon request, to the District within eight weeks of mutual approval of this Agreement and thereafter annually by no later than two weeks prior to the commencement of each school year.

M. <u>Indemnification</u>

1. To the fullest extent permitted by law, the Charter School/Charter Corporation agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to District, and hold harmless the District, officers, Board or Superintendent appointed groups, committees, boards, and any other Board or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns ("Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney's fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission on the part of the Charter School/Charter Corporation, and/or on the part of the board of directors, officers, board appointed groups, committees, boards, and any other Charter School/Charter Corporation appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of the Charter School/Charter Corporation arising from or in any way relating to the performance of and/or to the failure to perform in whole or in part any obligation under the Charter and/or this Agreement and/or in any way related to the operation or operations of the Charter School/Charter Corporation or of any other facility, program, or activity.

2. The obligations of the Charter School/Charter Corporation to defend the District and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claims, demands, actions, causes of action, or suits within the scope of these provisions of the Charter and/or this Agreement. However, nothing in this provision shall be construed to obligate the Charter School/Charter Corporation to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee's sole negligence or from an Indemnitee's willful misconduct where such sole negligence or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the sole negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of the Charter School/Charter Corporation shall be for that portion of the loss(es) not due to the sole negligence or the willful misconduct of such Indemnitee(s).

3. The Charter School/Charter Corporation further specifies that its indemnification, defense, and hold harmless obligations pursuant to the Charter and this Agreement extend with full force and effect to indemnify, defend, and hold the Indemnitees harmless from any and all financial obligations in the event of an unbalanced budget and to any and all matters in any way related to or arising from compliance with the IDEA, Section 504, the Americans with Disabilities Act, and the provision of services to students with special needs and access to the Charter School/Charter Corporation and its facilities..

4. The Charter School/Charter Corporation's obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this section of this Agreement, shall survive the revocation, expiration, termination, or cancellation of the Charter and/or this Agreement or any other act or event that would end the Charter School's right to operate as a charter school pursuant to its Charter or cause the Charter School/Charter Corporation to cease operations.

5. Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authorizing entity has complied with all oversight responsibilities required by law.

6. The Charter School shall at all times be operated by or as a nonprofit public benefit corporation. Nothing in this paragraph shall serve to reduce or excuse the Charter School/Charter Corporation's obligations to obtain and maintain the insurance required by the Charter and/or this Agreement and/or its obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in the Charter and this Agreement.

N. <u>School Safety Plan</u>

1. Charter School shall have a school safety plan that includes the safety topics listed in Education Code § 32282(a)(2)(A) to (N) as required by Education Code § 47605(c)(5)(F) and including an instructional continuity plan in conformance with Education Code § 32282(3).

2. A copy of Charter School's school safety plan shall be provided to the District two weeks prior to commencement of the first school year and when reviewed and updated annually by March 1st of each year.

The school safety plan shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address Charter School's procedures for complying with existing laws related to school safety including, but not limited to, the safety topics listed in Education Code § 32282(a)(2)(A)-(N).

O. Human Resources Management

1. All staff working at Charter School are employees of Charter Corporation, which shall have sole responsibility for employment, management, salary, benefits, dismissal, and discipline of its employees.

2. Charter Corporation is deemed the exclusive public employer of the employees of Charter School for the purposes of the Educational Employee Relations Act (EERA) under Government Code § 3540 *et seq.* and will be considered the public school employer of the employees at Charter School for purposes of collective bargaining.

3. Actual staffing data shall be provided to the District, upon request. Teacher credentials and permits shall be maintained on file at Charter School and shall be subject to annual inspection by the District. Copies of credentials and a list of teaching and class assignments for each teacher shall be made available by Charter School through the California Statewide Assignment Accountability System (CalSAAS). Charter School shall also work cooperatively with the District's credentialing office to complete and maintain as current, at the commencement of each school year and upon the hiring of any new certificated employee, or at other times as the District may request, the District's documentation of credentials of all Charter School credentialed staff and of the teaching and class assignments for each teacher at the Charter School.

4. Charter School shall comply with the credentialing requirements for teachers at Charter School set forth in Education Code § 47605(l) as well as any applicable federal laws. Charter School will provide written verification of compliance with Education Code § 47605(l) to the District at the commencement of each school year.

5. Certificated and noncertificated employee salary schedules shall be provided to the District upon request. A copy of Charter Corporation's personnel and payroll policies shall be provided annually by August 1st. Copies of individual employment contracts shall be maintained on file at Charter School and shall be subject to periodic inspection by the District.

6. Charter Corporation shall provide to the District, upon request, the job descriptions and qualifications for each position at Charter School.

7. Charter Corporation may process Charter School's State Teachers' Retirement System (STRS) and Public Employees Retirement System (PERS) deductions and contributions. Charter Corporation shall accept and assume sole financial responsibility for all STRS and PERS reporting fines and penalties resulting from incomplete, inaccurate, or late reports and/or inadequate or late deposits from any cause whatsoever, except to the extent resulting from the sole negligence of the District. Such responsibility shall include but not be limited to any and all reporting fines and/or penalties.

8. Charter Corporation shall distribute a copy of its Employee Handbook to each employee at Charter School each year. At a minimum, the handbook shall include a statement that Charter Corporation is the exclusive public employer of employees at Charter School and has sole

responsibility for employment, management, salary, benefits, dismissal, and discipline of its employees. The handbook shall also include specific expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. Such handbook shall be provided to the District upon request.

9. At all times during the term of the Charter, Charter Corporation employees at Charter School, parent volunteers who will be performing services with Charter School's pupils who are not under the direct supervision of a certificated teacher, and all vendors having unsupervised contact with Charter School's pupils shall submit to background checks and fingerprinting in accordance with Education Code §§ 44830.1 and 45125.1. Charter Corporation shall provide certification to the District that all such employees, volunteers, and vendors have cleared a criminal record check through the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI) prior to having any unsupervised contact with pupils.

10. Charter Corporation shall maintain on file and have available for inspection during site visits, evidence it has performed criminal background checks for all employees and documentation certifying that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with pupils.

P. <u>Student Records/Expulsions</u>

1. To the extent necessary to discharge the District's reasonable supervisorial oversight activities, Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled, upon request, to access Charter School's education records under FERPA (20 U.S.C. § 1232g) and related state laws regarding student records. The District, Charter School, and their officers and employees shall comply with FERPA and state laws regarding student records.

2. Should a pupil who has been recommended for expulsion by the Charter School administrator responsible for such recommendation pursuant to the student discipline procedures withdraw from enrollment at the Charter School prior to the completion of the expulsion process, the Charter School shall continue with and complete the expulsion process and make a final determination regarding expulsion regardless of the withdrawal the student from the Charter School.

3. If a Charter School pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days pursuant to Education Code § 47605(e)(3) and concurrently provide notice to the District. Charter School shall maintain records of such notifications during the term of this Agreement for the District to review upon request.

4. Neither Charter School nor the District shall be obligated to accept enrollment of any pupil who has been expelled from the other party during the term of the expulsion, consistent with applicable law(s) and policy. This shall not be read to mean Charter School may not refer expelled pupils to the District if the District is the pupil's school district of residence. Charter School may still refer expelled pupils back to the pupil's district of residence, which may be the District. However, the Parties understand and agree Charter School has no control of or responsibility for the District's decision to accept such pupils after Charter School's referral.

5. Students expelled from any school for any of the offenses listed in Education Code Section 48915(a) or 48915(c) shall not be permitted to enroll in the Charter School during the period of their expulsion.

6. Charter School shall provide Charter School's student discipline policies to the District upon commencement of the first year of instruction and annually thereafter. Notwithstanding any language to the contrary in the Charter, revisions to the causes or procedures for suspension or expulsion beyond those necessary to comport with current laws as applicable to charter schools or to reflect changes in Education Code Section 48900 *et seq*. applicable to non-charter schools shall constitute a material revision to the Charter unless determined by the District not to be a material revision.

7. Charter School may request the District to process student expulsions; whether to provide such service will be in District's sole discretion. The District will charge Charter School for the cost associated with the provision of the student expulsion services at the then current rate.

Q. <u>Transportation</u>

1. Charter Corporation shall be responsible for any and all transportation offered to pupils who enroll in Charter School, including but not limited to any and all transportation required in any student's IEP or Section 504 Plan and/or as required by the McKinney-Vento Homeless Education Assistance Act.

2. Charter School may, at its sole option, provide transportation services for Charter School's pupils to and from Charter School.

3. Charter School shall be responsible for providing transportation for field trips, including using public transportation.

4. Charter School must adhere to all applicable federal, state, and local laws and regulations when transporting students including, but not limited to:

   a. California Vehicle Code (CVC)

   b. California Education Code

   c. Federal Motor Carrier Safety Administration Act (FMCSA)

   d. California Department of Motor Vehicle Code

   e. California Motor Vehicles Regulations, Title 13 of the California Code of Regulations

   f. California Emergency Medical Services Authority (EMSA) Emergency First Aid Guidelines

   g. California Air Resources Board (CARB) Regulations

   h. Title VI of the Civil Rights Act of 1964

   i. Individuals with Disabilities Education Act (IDEA)

5. If the Charter Corporation provides transportation to or from a school or school activity it shall prepare a transportation safety plan prior to such activities (and revise the plan as required) containing procedures for school personnel to follow to ensure the safe transport of pupils. The plan shall address all the following: (a) determining if pupils require escort pursuant to Vehicle Code section 22112(d)(1); (b) procedures for all pupils in prekindergarten, kindergarten, and grades 1 to 8, inclusive, to follow as they board and exit the appropriate school bus at each pupil's school bus stop; (c) boarding and exiting a school bus at a school or other trip destination; (d) procedures to ensure that a pupil is not left unattended on a school bus, school pupil activity bus, or youth bus if applicable to the grade levels served; (e) procedures and standards for designating an adult chaperone, other than the driver, to accompany pupils on a school pupil activity bus. The plan shall be retained and made available upon request to an officer of the California Highway Patrol.

6. Pending availability, Charter School may request the use of the District's buses for field trips, which will be provided in the District's sole discretion. Such request must be sent to the District's Transportation Department and Charter School shall pay the cost of the field trip buses. Should Charter School otherwise require charter buses, Charter School shall be solely responsible for arranging, contracting, and paying for such buses through third part charter bus vendors.

R. <u>Nutritional Services</u>

1. Charter School shall make available a nutritionally adequate breakfast and a nutritionally adequate lunch free of charge and with adequate time to eat, as determined by Charter School in consideration of the recommendations provided by the California Department of Education, during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, except as set forth in the exceptions listed in Education Code § 49501.5.

2. The meals made available by Charter School shall be nutritionally adequate meals that qualify for federal reimbursement.

3. Charter School shall be responsible for providing its own food services. If Charter Corporation wishes the District to operate food services (breakfast and lunch) for Charter School, such service shall be subject to a separate written agreement and provided at the District's sole discretion, and the District will retain the state and/or federal revenue for any food services provided by the District to Charter School. The District may provide food services for Charter School during any extended school year (i.e., summer school). The District shall advise Charter School as to any necessary reporting required by state or federal agencies.

S. <u>Educational Program</u>

1. Subject to the District's oversight and compliance with the Charter and applicable state and federal law, Charter Corporation is autonomous for the purposes of, among other things, deciding Charter School's educational program.

2. Charter Corporation shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for Charter School.

3. Charter School shall comply with Education Code § 47606.5 (regarding local control and accountability plans and annual updates thereto), as that statute may be amended from time to

time, as well as its applicable regulations. Charter School's initial local control and accountability plan (LCAP) and its annual update to the LCAP shall be prepared and submitted to the District and the County Superintendent of Schools on or before July 1st of each year, unless a different date is established by law.

4. Charter School's calendar shall be submitted annually to the District for review and verification of compliance with instructional day and minutes requirements. Any calendar changes must be provided to the District by April 1st prior to the beginning of a new school year. Any calendar changes made following April 1st must be provided to the District immediately and no later than ten business days following the change.

5. Charter School is accountable for pupil outcomes identified in the Charter.

6. Charter Corporation will prepare an annual report providing all information necessary to demonstrate Charter School is meeting the applicable accountability standards. The annual report shall be provided to the District by June 30th of each year. The District and Charter Corporation will collaborate to prepare a template and technical assistance to support development of the annual report.

7. At the request of the District, Charter Corporation shall present updates and/or reports regarding Charter School to the District during the year.

T. <u>English Learner Services</u>

1. If Charter School is using the District's English Learner Services, students who enroll at Charter School shall complete a Home Language Survey at the time of enrollment. Charter School shall then email (to HLS@fresnounified.org, unless the District provides a replacement email address) the surveys to the District's Department of English Learner Services, which will coordinate the initial testing for these students. After testing, the Department will send the test results to Charter School.

U. <u>Facilities</u>

1. Charter Corporation agrees that it is not currently seeking facilities for Charter School from the District under Proposition 39. If Charter School seeks facilities in the future, it understands it must follow the requirements regarding requesting Charter School Facilities set forth in Education Code § 47614 and the regulations related thereto as well as the District's requirements for Charter School Facilities.

2. All facilities used by the Charter School shall meet all applicable fire and safety code requirements, will conform with the requirements of Education Code §§ 47610(d) and/or 47610.5, and will conform with all applicable provisions of the Americans with Disabilities Act and any other applicable federal and state requirements. All facilities shall be approved by the local fire marshal for the use intended.

V. <u>Material Revisions to the Charter</u>

1. Changes to the Charter deemed to be a material revision shall be made only with prior approval from the District. Changes to the Charter considered to be a material revision include, but are not limited to, the following, unless a specific proposed revision is determined by the District Superintendent or designee not to constitute a material revision:

a. Substantive changes to the educational program, mission, or vision of Charter School, including the addition or deletion of a major program component that is a distinctive feature of Charter School, such as STEM, language immersion, grade level grouping, arts integration, etc.

b. Adding a classroom-based or non-classroom-based program or facility not expressly authorized by the Charter.

c. Proposed changes in enrollment that represent an increase or decrease from the enrollment originally projected in the Charter by more than 25% in any grade level or 10% of total enrollment in any given year.

d. Addition or deletion of grade levels to be served for the program as a whole or in a given year that is not expressly authorized by the Charter, or as otherwise required by law.

e. Changes to location or addition or closure of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Should the Charter School require the use of a temporary location rented or otherwise obtained for short term school related purposes, it shall first consult with the District and the Superintendent shall determine if the proposed use constitutes a material revision.

f. Changing the name of Charter School.

g. Entering into a contract to be managed or operated by any other nonprofit public benefit corporation other than Charter Corporation.

h. Substantive changes to admission policies and procedures and/or enrollment preferences identified in the Charter, unless required by law.

i. Substantive changes to the governance structure as described in the corporate bylaws, including, but not limited to, changes in the authorized number of Governing Board members, method by which sitting Board members are removed, method by which new Board members are selected, and/or provisions that reduce the size of the quorum required for a meeting and majority required for action. Revisions to the bylaws to ensure compliance with legal updates that do not affect the Charter may not be considered a material revision by the District.

2. Notice of a revision to the Charter that the Charter Corporation does not believe to be material shall be provided, in writing, at least 10 business days in advance of Charter Corporation's Governing Board meeting at which the revision is to be acted on.

W. <u>Site Visits</u>

1. The District shall conduct at least one site visit to Charter School annually in accordance with the Charter Schools Act. The information gathered will be used to assess Charter School's progress in governance and organizational management, implementation of the educational program, measurable pupil outcomes, fiscal operations, and fulfillment of the terms of the Charter and this Agreement.

2. A school site visit may include review of the facility, review of records maintained by Charter School, and interviews with the management of Charter School and/or Charter Corporation,

Charter School employees including the site principal, and Charter School's pupils, parents and legal guardians, as well as observation of instruction in the classrooms.

3. Any deficiencies will be reviewed with Charter School's site leadership and Charter Corporation and an opportunity for comment, explanation and/or correction will be provided.

X. Renewal

1. Charter Corporation may seek renewal of Charter School's Charter in accordance with Education Code §§ 47607 and 47607.2. Charter Corporation shall submit its renewal petition to the District no earlier than September 1st of the last school year of its current term unless otherwise agreed in writing by the District.

2. The District and Charter School may mutually agree to schedule a renewal conference, which shall be attended by the District and Charter School. Charter School shall provide the District with a draft Renewal Petition at least five business days prior to the scheduled renewal conference, if any.

3. The petition for renewal of the Charter shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.

4. Any renewal or material revision request shall be formatted in accordance with and include the information and items identified in the District's Chater School Petition Renewal/Material Revision procedures document, as applicable, and include all the following materials:

    a. At least 14 hard copies (double-sided, 3-hole punched, unbound) of the entire renewal Charter (unless a different number of hard copies is agreed to by the District), with the entire document (including any appendices, exhibits, or attachments) sequentially numbered from the first through the last page (including any appendices, exhibits, or attachments), and also including a table of contents that includes references to all appendices/exhibits/attachments.

    b. A redline comparing the renewal/revision Charter to the current Charter included in each notebook.

    c. An electronic version of both the clean and redline versions of the renewal/revision Charter, submitted as follows:

        i. An electronic file version of all documents plus attachments should be uploaded via Epicenter and into a USB drive. Please submit the petition in both Microsoft® Word and PDF. It is acceptable for attachments to be submitted as a PDF, except the petition shall include an Excel spreadsheet of the five-year budget and an LCFF calculator, and page number shall be sequential and continuous throughout, and all attachments shall be identified in the Table of Contents.

        ii. The USB drive shall include the final master clean copy and a redlined copy of the changes made from the previous petition.

d. An electronic (Excel) version of the Budget including the LCFF calculator and a narrative explanation of budget assumptions. Charter School will provide all other fiscal data necessary to understand budget calculations upon request.

e. An electronic (Word) version of the currently approved and operating version of the Charter.

f. An executive summary (including page references) of the changes requested or made from the currently approved Charter (including as updated or clarified pursuant to this Agreement), and specific explanations of any requested material revision(s) to the Charter.

g. Renewal petitions must contain the California Dashboard data and state-wide testing data, including the data from the penultimate year of the Charter School's current term, as pertinent to renewal pursuant to Education Code Sections 47607(c) and 47607.2 or the alternative verifiable data provided for in Education Code 47607(c)(6) for that period and any and all other data, plans, or information necessary to support renewal pursuant to Education Code 47607 and 47607.2.

h. A signed certification of completeness.

i. An electronic (PDF) version of the entire petition package for publishing purposes.

j. Each of the items/components specified in the District's Charter Renewal/Material Revision Procedures.

5. The District delegates to the Superintendent or designee and the Charter Corporation Board delegates to the Executive Director or designee authority to waive or extend the timelines in this Agreement, the Charter, law, or applicable regulation, including but not limited to, for consideration or action on material revision and/or renewal of the Charter.

Y. Dispute Resolution

1. The Dispute Resolution element of the Charter is hereby replaced in their entirety with the following:

2. The Charter School/Charter Corporation and the District will attempt to resolve disputes amicably and reasonably without resorting to formal procedures. All timelines and procedures in this section may be revised upon mutual written agreement of authorized representatives of District and the Charter School.

3. If either the Charter School or District determines that a violation of the Charter, this Agreement, or other written agreement among the Parties may have occurred or a problem has arisen related to the operation of the Charter School and/or the District's oversight obligations, or a dispute otherwise arises between the District and the Charter School, the following procedures shall be followed to resolve the dispute:

A. Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately in accordance with Education Code Section 47607 and its implementing regulations or take action as it deems necessary.

B. In the event that the District believes the dispute relates to an issue that could lead to revocation of the Charter, participation in the dispute resolution procedures outlined herein shall not be interpreted to impede or act as a pre-requisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations. Rather, the District may choose, in its sole discretion, to proceed directly with the revocation procedures or may choose to participate in all or part of the dispute resolution procedures set forth below, and may terminate any voluntary participation in the dispute resolution procedures at any time.

C. If the violation or issue in question does not constitute a severe and imminent threat and/or the District has not decided to commence revocation procedures without following this dispute resolution procedure, either party will provide written notification of the violation or issue. The date that this notice is orally provided or sent shall be the "Notice Date." Any such notice provided by District will also constitute the notice required under the provisions of Education Code 47607(g) prior to revocation of a charter. Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and the meeting shall be held within ten (10) calendar days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent's designee, and the Charter School representative will be the Charter School Executive Director or the Executive Director's designee. If the dispute is not resolved at this meeting, or in strict accordance with any plan for resolution agreed upon at this meeting, the parties will proceed to Step D or take any other action they deem appropriate in response to the dispute. Any period of time agreed upon at the meeting for the Charter School to attempt to cure the issue shall be deemed and is agreed by the Charter School and the District to constitute the "reasonable opportunity to remedy the violation" provided for in Education Code Section 47607(g) prior to revocation of the Charter and the District shall not be required to provide an additional "reasonable opportunity to remedy the violation" during any revocation proceedings.

D. If the dispute is not resolved in accordance with the procedures through Step C, either Party will be deemed to have exhausted the administrative remedies of the Charter, this Agreement, or other written agreement among the Parties, and law and may pursue any alternative legal options for resolution, including revocation of the Charter by the District and/or other appropriate action in accordance with Education Code Section 47607 or applicable law.

4. Internal Disputes. The Charter Corporation Board will adopt policies and processes for airing and resolving disputes, other than those between the District and the Charter School, which are covered above. Parents/guardians, students, Board members, volunteers, and staff at the Charter School will be provided with a copy of the Charter School's policies and dispute resolution process.

5. Internal Disputes. The District will refer all disputes or complaints it receives not related to a possible violation of the Charter, this Agreement, or other written agreement among the Parties (including any addenda thereto) or law or to the operation of the Charter School or the District's oversight obligations, to the Charter School for resolution according to the Charter School's internal dispute resolution processes. The District may choose to submit disputes that are related to possible violations of the Charter, this Agreement, or other written agreement among the Parties (including any addenda thereto) or the law or to the operation of the Charter School or the District's oversight obligations to the Charter School for resolution according to the

Charter School's internal dispute resolution process. Should the District receive a complaint regarding the Charter School that is referred to the Charter School for investigation and/or resolution, the Charter School shall provide the District with updates regarding the Charter School's investigation and resolution of the matter regularly, upon request, and upon resolution of the complaint or issue. In the event that the Charter School's adopted policies and processes fail to resolve the dispute, the District agrees not to intervene in the dispute without the consent of the Charter Corporation's Board unless the matter relates to a possible violation of the Charter Renewal, this Agreement, or other written agreement among the Parties (including any addenda thereto) or law or to the operation of the Charter School or the District's oversight obligations.

Z. Charter Revocation

1. The District shall have the right to revoke the Charter in accordance with Education Code §§ 47607, 47607.3, and any other applicable statutes or regulations. Prior to instituting revocation proceedings, the District may, but is not required to, provide progressive notices that correction of a problem at Charter School by Charter Corporation needs to occur within specified reasonable timelines.

2. The minimum progression of notification of corrective action for concerns the District considers involving violation(s) of Education Code § 47607(f) is as specified in California Code of Regulations, Title 5, Section 11968.5.2. Additional notification may be provided at the sole discretion of the District.

3. If the District determines, based on credible report(s), that there is a severe and imminent threat to the health or safety of the pupils of Charter School, and makes such determination in writing pursuant to Education Code § 47607(g), the District may take immediate action to assure the safety and well-being of the pupils, as well as staff and the community, consistent with California Code of Regulations, Title 5, Section 11968.5.3. Such immediate action, as deemed appropriate by the District in its reasonable discretion, may include but is not limited to revocation of the Charter in accordance with Education Code § 47607.

4. During the period prior to revocation, Charter Corporation shall have the opportunity to work with the District to address concerns and develop a plan to remediate all areas to the reasonable satisfaction of the District consistent with applicable laws.

AA. Closure Procedures

1. In addition to the procedures specified in the Charter, the Charter School shall comply with all the requirements of California Code of Regulations, Title 5, Sections 11962 and 11962.1 and any other applicable legal requirements for closure of a charter school and the requirements set forth in this Agreement, including the detailed closure procedures set forth in Attachment A and incorporated herein by this reference. The closure procedures set forth in the Charter and in this Agreement shall be collectively referred to as the "Closure Protocol." The official action by the Charter School's Board documenting the closure of the school for any reason will be referred to as the "Closure Action." In the case of any conflict between the closure procedures described in the Charter and those described in this Agreement, the procedures set forth in this Agreement shall prevail.

2. The Closure Protocol shall survive the revocation, expiration, termination, or cancellation of this Agreement or the Charter or any other act or event that would end the Charter School's

right to operate as a charter school pursuant to the Charter or cause the Charter School to cease operation. The Charter School and the District agree that, due to the nature of the property and activities that are the subject of the Charter, the District and public shall suffer irreparable harm should the Charter School breach any obligation under its Closure Protocol. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under the Closure Protocol or any provision of the Closure Protocol or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

3. The Charter School will utilize the reserve fund to undertake any expenses associated with the Closure Protocol.

4. Charter Corporation expressly acknowledges the right of the District to gain full access to and copies of all student and business records concerning Charter School within a reasonable time after a determination that the Charter School will be closing for any reason.

BB. Required Disclosures

1. Pursuant to Education Code § 47604.3, Charter School shall respond promptly to all reasonable inquiries of the District.

2. Charter Corporation shall immediately notify the District of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action against Charter Corporation, Charter School or any employee, agent or volunteer that may involve or affect Charter Corporation or Charter School. In addition, Charter Corporation shall immediately notify the District of any request for information by any governmental agency about Charter Corporation or Charter School.

3. The District shall immediately notify Charter Corporation of any pending or actual litigation and/or claim from any party or notice of any potential litigation and/or claim against the District, Charter Corporation and/or Charter School, which may involve or affect Charter Corporation or Charter School. In addition, the District shall immediately notify Charter Corporation of any request for information by any governmental entity about Charter Corporation or Charter School.

4. If Charter Corporation seeks any loans or advance receipt of funds for Charter School, it shall establish a fiscal plan for repayment in advance of receipt of such loans. Charter Corporation shall provide advance written notice to the District specifying its intent to apply for a loan for Charter School. Advance notice shall include a description of the need for the loan, its terms, and the plan for repayment, including a cash flow schedule. If a loan is received, Charter Corporation shall, at the time of deposit of any sums which are loans to Charter Corporation for Charter School, provide the District with the loan documents, minutes of Charter Corporation's Board meetings at which such loan was approved, plan for repayment and updated cash flow schedule.

III. LEGAL

A. Non-Assignment. Neither party shall assign its rights, duties, or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties, or privileges under

this Agreement on any third party, without the written consent of the other party. The replacement of Charter Corporation with any other nonprofit public benefit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and prior approval of the District pursuant to applicable sections of the Education Code.

B. **Severability.** If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law, statute and/or ordinance, such provision shall be revised by mutual agreement of the Parties or severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

C. **Venue.** The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in the County of Fresno, California.

D. **Amendment and Waiver.** Any waiver, amendment, modification, or cancellation of any provisions of this Agreement must be in writing and executed by duly authorized representatives of all parties specifically indicating the intent of the Parties to modify this Agreement. No such amendment or waiver shall be effective absent approval or ratification by the District and the Governing Board of Charter Corporation. The failure of either party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.

E. **Entire Agreement.** This Agreement and attachments, if any, contain the entire agreement of the Parties with respect to the matters covered herein, and supersede any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement.

This Agreement represents the full and final agreement between Charter Corporation and the District and shall only be modified in writing by the mutual agreement of the Parties.

The Parties hereto have caused this Agreement to be executed by duly authorized officers or representatives set forth below.

Dated: _____

_____
Fresno Unified School District
Board President

Dated: 11/18/25

Alicia Varela
_____
Aspen Public Schools Incorporated
Board President

DISTRICT
Fresno Unified School District

Approved As To Form

_____
Patrick Jensen, Chief Financial Officer

_____
Stacey Sandoval, Executive Director Risk Management

_____
Date

_____
Date

ATTACHMENT A to MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
ASPEN PUBLIC SCHOOLS INCORPORATED

Item	Description	Responsible Party	Completion Date	Verification
	Invoking Closure Procedures			
1	In the case of revocation or non-renewal, the Charter School shall invoke and comply with the closure procedures. In the case of voluntary surrender, Charter Corporation shall notify the District in writing that the closure procedures have been invoked and shall comply therewith. Charter Corporation agrees that its officials shall have a continuing duty to cooperate with the District in all matters pertaining to the closure of Charter School, including, without limitation, attending meetings with the District, Fresno County Superintendent of Schools, and/or the State Department of Education, preparing a schedule of closing tasks with dates, obtaining and providing additional information and documentation, and interpreting and explaining any ambiguous records or information. Charter Corporation will be the responsible entity for winding up its closure and closure-related activities. Charter Corporation shall notify within 72 hours of the closure action the District, the California Department of Education, the Fresno County Superintendent of Schools, the SELPA in which Charter School participates, the retirement system in which Charter Corporation's employees participate, and the home school districts of each Charter School student of Charter School's closing, including the following information as relevant to each recipient: (1) The effective date of the closure; (2) The reason for closure; (3) The name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure;			

Item	Description	Responsible Party	Completion Date	Verification
	(4) The pupils' school districts of residence; and (5) The manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.			
	Immediate Actions			
2	Charter Corporation shall immediately notify the District of the location of all student and business records. Following that notification, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except that student records may be copied for students' families or transferred to other schools, provided a notation is kept of the records copied or transferred.			
3	Charter Corporation and the District shall each immediately identify an individual who will serve as the single point of contact for the entity regarding Charter School's close out activities.			
4	The District shall immediately notify Charter Corporation in writing whether, on behalf of the State Superintendent of Public Instruction, it is taking over immediate and direct control of all Charter School's student and business records.			
5	The Charter School shall provide the District with a list of students enrolled in the Charter School within 10 days of the effective date of the Closure Action. The Charter School shall provide the District the date each student's cumulative file is transferred to a new school or home district and the name of the school/district to which each file was transferred within 10 days of transferring the file.			
	Students and Families			
6	Charter Corporation shall notify the family of each student enrolled of Charter School's closure. Unless the District otherwise directs, the notification shall be immediate in the case of a revocation that takes immediate effect or shall occur within three (3) days of Charter Corporation's knowledge of the			

Item	Description	Responsible Party	Completion Date	Verification
	school closure or the Closure Action. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and specific information on completed courses and credits that meet graduation requirements.			
7	Charter School shall continue instruction until the end of the current academic year (unless a revocation takes immediate effect). Charter School shall publicly announce cancellation of all future classes.			
8	If Charter School continues instruction to the end of the current academic year, report cards shall be issued to each student on the last day of class and Charter Corporation also shall mail a copy of the report cards to the students' last known addresses.			
9	Charter Corporation shall notify surrounding school districts and the County Superintendent of Schools within fourteen days of the school's knowledge of closure. In the case of revocation, Charter Corporation shall notify the same immediately.			
10	Charter Corporation shall cooperate with the District and provide information to students and families regarding alternative public school placements within 3 to 7 days of the announcement of Charter School's forthcoming closure, or immediately in the case of a revocation that takes immediate effect.			
11	Charter Corporation shall offer to provide a copy of each student's cumulative file upon request of the student's family. Charter Corporation shall provide the copy within seven days of a request being received, ensuring that the documents are given to the family member identified as having legal custody or guardianship of the student. All handling and transfer of student records will be made in compliance with the Family Educational Rights and Privacy Act			

Item	Description	Responsible Party	Completion Date	Verification
	(FERPA) 20 U.S.C. Section 1232g. As permitted by each student's district of residence, the Charter School shall transfer all appropriate student records to the district of residence, or the district to which the student is transferring if requested by the parent/guardian. All state assessment results, special education records, and personnel records will be transferred and maintained in accordance with applicable law.			
12	Charter Corporation shall comply within three days to requests for the transfer of students' cumulative files to other public or private schools in which the students enroll.			
13	Charter Corporation shall promptly respond to inquiries from students and their families and from the media regarding Charter School's closure, the disposition of student records, and the alternative placement available to the students.			
14	Upon Charter Corporation's knowledge of closure, Charter Corporation shall immediately (no later than one (1) business day) provide the District with a list of students (names, addresses and phone numbers) in each grade level and the classes they have completed. Identify each student's district of residence, and a notation of where the student's records have been transferred. Charter Corporation shall update the list upon request and shall provide a final list within three (3) days of the closure.			
15	Charter Corporation shall notify the SELPA within fourteen days of the closure, complete all documentation necessary for special education students and transfer copies of the student's records to the SELPA. In the case of an immediate closure, Charter School shall provide the foregoing information to the SELPA no later than five (5) days following closure.			
16	The District may prepare an information sheet regarding frequently asked questions about the closure. Charter Corporation shall post the information sheet on its website and otherwise disseminate it as requested by the District.			
Student and Business Records				

Item	Description	Responsible Party	Completion Date	Verification
17	Once the closure procedures have been invoked, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except for the duplication or transfer of student cumulative files as noted. Charter Corporation shall transfer to the District's Charter Office all of the following: (1) All original and/or duplicate student and school records, including, without limitation, individual student records, discipline records, special education records, all state assessment results, fiscal information, teacher grade books, and attendance records; (2) All cum folders. The cum folders must be boxed and in alphabetical order by grade level; and (3) Student transcripts. The transcripts must be submitted on computer discs. All transfers of student records will be made in compliance with FERPA (20 U.S.C. § 1232g). Charter Corporation will ask the District to store and maintain original records of Charter School students. Charter Corporation shall transfer and maintain personnel records in accordance with applicable law.			
18	At the point Charter School is dissolved, the student and business records shall come under the exclusive control of the District which shall distribute, maintain, or dispose of the records as it determines appropriate.			
19	Charter Corporation shall terminate all present leases, service agreements and other contracts not necessary for the closure of the school. Leases, service agreements, and contracts should be terminated in a cost-effective manner in order to minimize expenses.			
20	Charter Corporation shall return grant funds and restricted categorical funds to their			

Item	Description	Responsible Party	Completion Date	Verification
	source in accordance with the terms of the grant or state and federal law as appropriate and submit a final expenditure report for all grants within fourteen days. Federal grants must be closed out, including the filing of the required Final Expenditure Reports and Final Performance Reports; completion of certain federal forms may apply if the school was receiving funds directly from the U.S. Department of Education.			
	Faculty and Staff			
21	Charter Corporation shall immediately notify its faculty and staff of Charter School's closure, providing each with necessary information related to compensation and retirement, including, but not limited to, any optional benefits that they may continue after Charter School closes.			
22	Charter Corporation will provide assistance to its faculty and staff in searching for and securing other employment.			
23	Charter Corporation shall provide the District within fourteen days with a description of current and projected payroll and payroll benefits commitments through closure, including a list of each employee, and their job duties, and a projection of the funds necessary to: (1) transition the students and records; (2) complete all administrative closure related tasks; and (3) complete contracts and grants.			
24	Charter Corporation shall provide the District within fourteen days with notice of any outstanding payments to staff and the method by which Charter Corporation will make the payments.			
25	Charter Corporation will within fourteen days contact the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the County Superintendent of Schools and follow their procedures for dissolving contracts and reporting. Charter Corporation will copy the District on all correspondence.			

26	Prior to final close-out, Charter Corporation shall do all of the following on behalf of the school's employees: • File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines. • File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63). • Make final federal tax payments (employee taxes, etc.). • File the final withholding tax return (Treasury Form 165). • File the final return with the IRS (Form 990 and Schedule).			
27	For six calendar months from the latter of the Closure Action or the effective date of the closure, sufficient staff as deemed appropriate by the Charter Corporation Board will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the Charter School and student transfers.			
	Assets and Liabilities			
28	On closure, Charter School/Charter Corporation shall remain solely responsible for all liabilities arising from the operation of the Charter School.			
29	Charter Corporation shall notify all funding sources (including charitable partners) of Charter School's closure within fourteen days.			
30	Upon knowledge of closure or Closure Action, Charter Corporation shall retain all necessary authority and powers to take all actions necessary for the winding up of Charter School's affairs, except that in no event shall Charter Corporation take any action that incurs any financial or education obligation on behalf of Charter Corporation or Charter School unrelated to Charter School's winding up. Charter Corporation shall identify its funding for the necessary wind-up activities set forth in this Agreement and the law.			
31	Charter Corporation shall immediately notify all contractors (such as a charter management organization, education management organization, food service			

	provider, instructional service provider, or transportation service provider) of Charter School's closure.			
32	If Charter Corporation has any agreements with organizations representing employees, Charter Corporation shall notify the organizations of Charter School's closure as may be specified in the agreements.			
33	Charter Corporation shall notify the District within fourteen days of all pending litigation to which Charter Corporation is a party. Charter Corporation shall immediately notify the District if litigation is filed thereafter up to the point that Charter School is formally dissolved.			
34	Charter Corporation, within 30 days, shall prepare and deliver to the District a comprehensive list of creditors and debtors.			
35	Charter Corporation, within 30 days, shall prepare and deliver to the District a comprehensive inventory of all assets.			
36	Charter Corporation, within 30 days shall prepare and deliver to the District a plan for the proposed disposal of all property owned by the school (and acquired with public funds) in order to maximize revenue in accordance with law, payment of any and all liabilities and the disbursement of any remaining assets of the school, liquidation of assets to pay off any and all outstanding liabilities, bearing in mind that assets paid for by state funds may be transferred in accordance with the nonprofit corporation's bylaws to another public agency such as another charter school. Assets donated to Charter School may be returned to donors or disposed of in accordance with donor's wishes. Net assets, after the payment of outstanding liabilities, if any, may be transferred to another public entity within Charter Corporation pursuant to applicable law or to another public agency such as another charter school.			
37	Charter Corporation shall arrange for preliminary (if necessary) and final closure audits to be paid for from the special reserve or bond revenue, to be completed as soon as is reasonably practical, but in no case later than six months after closure, and shall provide the audit report to the District			

	promptly upon completion. The auditor engaged to perform the audit(s) shall be from the list of approved school auditors maintained by the California State Controller's Office, shall meet all Charter requirements applicable to the annual auditor, and shall be approved by the District. The audit(s) at a minimum shall determine an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value; an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation; and an assessment of the disposition of any restricted funds received by or due to Charter Corporation, the disposition of all assets and liabilities of Charter School and shall verify Charter Corporation's comprehensive list of creditors and debtors, and the amounts owed or owing, as well as verify Charter Corporation's comprehensive list of all assets by source, noting any restrictions on each asset's use. Charter Corporation shall provide the District with copies of all Charter Corporation financial records, including but not limited to all accounting paperwork such as invoices, purchase orders, vendors, statements, cash receipts, cash disbursements, payroll documentation, accounts receivable and payable and all financial reports. Charter Corporation shall timely respond to the District's request(s) for financial information.			

38	Based on the audit findings, and with the approval of the District, Charter Corporation shall expend any identified assets to liquidate any identified liabilities. Charter Corporation shall distribute any remaining assets in accordance with Charter Corporation's petition, bylaws, and the law. The disposition of Charter Corporation's assets shall include, but not be limited by the following dispositions: a. Notwithstanding any rule, regulation, Charter provision, corporate bylaws, or document to the contrary, on closure of the Charter School, all assets of the Charter School – including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending the Charter School – which have been determined to have been generated exclusively through state and federal apportionment funds for Charter School students, after payment of all debts and liabilities and refunds to applicable agencies, shall be distributed to a California public school or school district, which identity shall be determined by mutual agreement between Charter Corporation and District. Any assets acquired from the District or District property will be promptly returned to the District upon the Charter School's closure. The distribution shall include the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. All remaining assets of Charter School will be liquidated, and all creditors will be paid first. b. All other assets of Charter School, including but not limited to all leaseholds, personal property, intellectual property shall be distributed in accordance with the			

	Articles of Incorporation or bylaws upon the dissolution of the nonprofit public benefit corporation. c. Any liability or debt incurred by Charter Corporation will be the responsibility of Charter Corporation and not the District. Charter Corporation understands and acknowledges that Charter Corporation will cover the outstanding debts or liabilities of Charter Corporation. Charter Corporation understands and acknowledges that only unrestricted funds will be used to pay creditors. d. Any assets belonging to the District or District property will be promptly returned upon Charter School's closure to the District. e. Charter Corporation will complete and file any and all required reports, including annual reports required pursuant to Education Code § 47604.33.			
Dissolution of the Corporate Entity				
36	Following the resolution of all outstanding assets and liabilities, Charter School shall be dissolved. If established as a nonprofit public benefit corporation pursuant to Education Code § 47604 solely for operation of Charter School, Charter Corporation shall be dissolved.			

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

Contract Routing Form

Contract Attached

Contract Number: 327367

Federal Funding Will Not Be Used

Aspen Valley Prepatory Charter
Vendor Name

4221 N. Hughes Ave. , Fresno, Ca, 93705
Address

559-899-3176
Phone Number

Shelly Lether
Vendor Contact

Term (Duration) From: 7/1/2025

Through: 6/30/2030

FUSD Contract Administrator:
Felicia.Olais@fresnounified.org
Name

Charter Office
Site/Dept

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

Contract Amount: $0.00

Estimated

Scope of Work Summary: *This* Memorandum *Of Understanding (Mou) Between Fresno Unified School District And Aspen Valley Prep Academy Is The Culminating Contract Based Upon An Approved Renewal Of Their Petition By The Fresno Unified School District Board On November 20, 2024. It Is Required To Document And Authorize The Provision Of Educational And Support Services Between Fresno Unified School District And Aspen Valley.*

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:** Felicia Olais

2) Reviewed & approved by **Cabinet Level:** Marie E Williams

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

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

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

Routing:BOE Board Date(if applicable):

MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
ASPEN PUBLIC SCHOOLS INCORPORATED
WITH RESPECT TO ASPEN VALLEY PREP ACADEMY
July 1, 2025, to June 30, 2030

This Memorandum of Understanding (the "Agreement") is made and entered into this _____ day of _____, _____, by and between the Fresno Unified School District ("the District") and Aspen Public Schools Incorporated, a California nonprofit public benefit corporation ("Charter Corporation"). Hereinafter, the District and Charter Corporation shall be collectively referred to as "the Parties."

I. RECITALS

A. The Fresno Unified School District is a school district existing under the laws of the State of California.

B. The State of California enacted the Charter Schools Act of 1992 (hereinafter the "Act") authorizing the formation of charter schools with the intent that the schools improve pupil learning; increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving; encourage the use of different and innovative teaching methods; create new professional opportunities for teachers; provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system; and are held accountable for meeting measurable pupil outcomes.

C. Charter Corporation is a nonprofit public benefit corporation that manages and operates Aspen Valley Prep Academy ("Charter School"), a public charter school existing under the laws of the State of California and under the supervisorial oversight of the District. Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and Charter Corporation may be used interchangeably, with the duties and responsibilities of Charter School and Charter Corporation being the same under this Agreement.

D. The Act authorizes the District to grant or deny a charter petition for a charter school under specified circumstances. The District has approved the petition for Charter School for a period of five years from July 1, 2025, through June 30, 2030 ("the Charter").

E. Charter Corporation shall be responsible for, and have all rights and benefits attributable to, Charter School as further outlined herein. Charter Corporation is responsible for Charter School's compliance with the terms of the Charter and with this Agreement.

F. The Parties agree that no single party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992, which may change from time to time during the term of this Agreement.

G. The fundamental interest of the District is, on a continuing basis, to be reasonably assured that Charter Corporation is: (1) successfully implementing the provisions of the Charter, as granted; (2) obeying all requirements of federal, state, and local law that apply to Charter School; (3)

operating prudently and soundly in all respects, including fiscal and governance; and (4) providing a sound educational program for Charter School's students.

H. The Parties recognize and agree that Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against a pupil on the basis of the characteristics listed in Education Code § 220.

I. The Parties recognize that there are matters related to the operation of Charter School and the effective oversight of Charter Corporation that go beyond the provisions included in the Charter or that need further clarification. The District also acknowledges that the operation of Charter School is to be solely carried out by Charter Corporation. This Agreement is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of the District. Further, this Agreement is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationship.

J. If the terms of this Agreement conflict with the terms of the Charter, this Agreement will control while the District and Charter Corporation negotiate any necessary revisions to the Charter to achieve consistency.

II. AGREEMENTS

A. Terms and Incorporation into Charter

1. This Agreement shall govern the relationship between the District and Charter Corporation regarding the operation of Charter School.

2. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both Charter Corporation and the District.

3. The duly authorized representative of Charter Corporation is the Executive Director or any designee thereof.

4. The duly authorized representative of the District is the Superintendent or any designee thereof.

5. All communication regarding any aspect of the operation of Charter School shall be initiated by Charter Corporation with the Superintendent, unless the Superintendent delegates this function to another officer of the District. The authority of the Superintendent shall be as determined by the District's Board of Trustees. The Board of Trustees shall approve any material revisions to the Charter and any formal District actions that require Board action pursuant to statute or regulation as part of the statutory process governing charter revocation.

6. The term of this Agreement shall be for a period of five years from July 1, 2025, ("Effective Date") through June 30, 2030, which is concurrent with the term of the Charter granted to Charter School. Should the term of the Charter be extended by the California Legislature or the California Department of Education, the term of this Agreement shall remain in full force and effect until the conclusion of such term extension. Further, the term of this Agreement shall continue in full force and effect beyond the term of the Charter during any period when the District Board is the Charter School's chartering authority (whether approved directly or if designated by the State Board of Education to serve as the chartering authority) including

during the pendency of any appeal of a denial of a renewal request or revocation of the Charter, unless and until such time as (a) the Parties agree that a replacement Agreement shall supersede and replace this Agreement and such replacement Agreement becomes effective; (b) the Parties agree in writing that the Agreement is terminated; or (c) the Charter School ceases operating and relinquishes/loses its Charter for any reason and complies with all closure procedures (as set forth in the Charter, this Agreement, and/or the law) and any ongoing requirements of the Charter and/or this Agreement.

7. This Agreement is subject to approval by the District's Board of Trustees and Charter Corporation's Governing Board. The Parties shall review the terms of this Agreement annually and, by February 1 of each year, present proposed revisions to the Agreement, if any. If the Parties cannot agree to the proposed revisions by April 30 of that year, the existing Agreement will continue in effect until mutually modified. Nothing in this Section shall prevent either party from suggesting, proposing, or agreeing to a revision to this Agreement at any time during the year.

8. Upon final termination or revocation of the Charter, this Agreement shall automatically terminate.

9. Should Charter School commit a material violation of any of the conditions, standards, or procedures set forth in the Charter, fail to meet or pursue any of the pupil outcomes identified in the Charter, fail to meet generally accepted accounting principles, engage in fiscal mismanagement, or violate any law, the District shall have the right to revoke the Charter in accordance with Education Code § 47607 and its applicable regulations.

10. This Agreement is subject to early termination only as set forth herein or as otherwise permitted by law.

11. Renewal of the Charter shall be processed in accordance with the standards and requirements of applicable law, including Education Code §§ 47607 and 47607.2, as the same may be modified or replaced.

12. This Agreement is incorporated into the Charter and made a part thereof as if set forth in full in the Charter. A violation of the Agreement shall constitute a violation of the Charter, including for purposes of Education Code Section 47607 controlling charter revocation for material violations of a charter, to the same extent as if the requirement or provision was contained in the Charter itself. In the event of a conflict between the law and the terms of this Agreement, the law shall prevail, and any such conflicting terms shall be revised by mutual agreement of the parties or severed from this Agreement and nullified. In the event of a conflict between the Charter and this Agreement, the terms of this Agreement shall control and prevail and shall be interpreted and deemed to be updates and clarifications to the Charter. Where the Charter is silent on an issue, the Agreement serves to fill in any gaps. Where the language of the Charter is ambiguous, the Agreement is the document that governs interpretation of that language, where applicable.

B. <u>Operation of Charter School</u>

1. Charter School is a public charter school that shall be operated pursuant to the Charter and this Agreement, plus specific approved conditions, if any.

2. Charter School is authorized by the District to operate with grades 9-12.

3. As of the effective date of the Charter, and subsequently at all times it is operational, Charter School and/or Charter Corporation will post and/or update the required information, including that set forth below, on Charter School's and/or Charter Corporation's website. Charter School and/or Charter Corporation will update the posting within ten days whenever the information changes.

   a. The names and contact information for the principal contacts for Charter School; and

   b. The names and contact information for Charter School's and/or Charter Corporation's management/operational leadership and for Charter School's and/or Charter Corporation's Governing Board.

4. Charter School and/or Charter Corporation shall provide the District with written notice whenever information changes, including any change in the directors, officers, administrators, and management, as soon as possible and in no event later than ten days after the change.

C. **Governance**

1. Charter School shall operate consistently with Education Code § 47604(a) and (b). Charter Corporation acknowledges, as is stated in its Charter, that it is a separate legal entity. Per Education Code Section 47604(d), the District is not liable for the debts or obligations of Charter Corporation or Charter School or for claims arising from the performance of acts, errors, or omissions by Charter Corporation or Charter School if the District has complied with all oversight responsibilities required by law, including, but not limited to, those required by Education Code Section 47604.32 and Education Code Section 47605(m).

2. The Parties further recognize that, consistent with the Charter, Charter Corporation has obtained and maintains status as a nonprofit public benefit corporation as provided in Education Code § 47604 for the operation of Charter School.

3. The District reserves the right to have a single representative on Charter Corporation's Governing Board in accordance with Education Code § 47604(c), which representative shall be a full voting member of the Charter Corporation's Governing Board (unless the District specifically determines the representative shall be nonvoting) below with no restrictions or limitations on their service. The appointment and/or removal of such a representative is in the sole discretion of the District Board or designee, and the Charter Corporation and Charter School shall have no authority over the identity, length of service, appointment, or removal of any such representative.

4. Charter Corporation's Governing Board shall conduct public meetings within the physical boundaries of Fresno County at such intervals as are necessary to ensure the Board is providing sufficient direction to Charter Corporation and Charter School through implementation of effective policies and procedures. Charter Corporation shall establish a two-way teleconference location at each Charter School site.

5. Meetings of Charter Corporation's Governing Board and all legislative bodies of the Charter School (as defined in the Brown Act) will be conducted in compliance with the requirements of the Ralph M. Brown Act (Government Code § 54950 et seq.) (the "Brown Act").

6. Charter Corporation shall ensure that all members of its Governing Board, Charter School's leadership, Charter School's primary financial contact, and any other Charter School staff

deemed appropriate by Charter Corporation have participated in annual training on the requirements of the Brown Act, Government Code Section 1090, the Political Reform Act, and the California Public Records Act. Additionally, the Charter Corporation's Governing Board shall undergo ethics training as required by law. Verification of such training shall be provided to the District. The Brown Act portion of this training shall include training regarding the rights of the public, including but not limited to the rights to attend, speak, criticize the Charter School, Charter Corporation, and its legislative bodies, to video record, audio record, and/or broadcast the meetings, and to access writings for discussion or consideration at a public meeting. All such training shall be conducted by an individual or entity with demonstrated or professional knowledge and expertise in the applicable law, regulations, and rules, and shall not be conducted by a board member or employee of the Charter School, other than an attorney employed by the Charter School. Any new board member or designated employee shall undergo such training within 90 days of taking the position at the Charter School.

7. Copies of meeting agendas and minutes for meetings of Charter Corporation's Governing Board and all "legislative bodies" of the Charter Corporation/Charter School as defined by the Brown Act, shall be provided to the District at the time the earlier of the time they are distributed to all or a majority of the Charter Board or are posted on the Charter School's website pursuant to the Brown Act. This provision shall be deemed to have been met when the agenda, including all backup materials distributed to the Charter Board that are not exempt from public disclosure and minutes are posted to the Charter School's website if it is concurrent with distribution to a majority of Charter Board members.

8. Charter Corporation shall post all backup materials that are not exempt from public disclosure related to agenda items for meetings of all "legislative bodies" of the Charter Corporation/Charter School as defined by the Brown Act to its website with the pertinent agenda at or before the time they are distributed to all or a majority of the members of the legislative body.

D. <u>Required Governance Documentation</u>

1. Charter Corporation shall provide the District with all documents specified in Epicenter, as that list may be periodically updated by the District, with submission by the dates specified in Epicenter. The list below is by way of example, with the specifically required documents and due dates as identified in Epicenter. Nothing herein shall limit the District's authority to make reasonable requests for and receive copies of additional documents related to Charter School and/or Charter Corporation's operations or limit Charter School's obligation to provide any different or additional information or documents as may be required by law or regulation.

   a. Articles of Incorporation;

   b. Bylaws;

   c. Conflict of Interest Code;

   d. Roster of Charter Corporation's Governing Board;

   e. Schedule of Governing Board meetings;

   f. Name and contact information for Charter School's leadership (e.g., principal, executive director, and/or head of school);

g. Name and contact information for Charter School's primary financial contact (e.g., CFO, COO, accountant, or back-office financial services provider); and

h. Facilities Use Agreement(s)/Lease(s) and/or other documentation relating to the facility(ies) in which Charter School is located and/or operates from.

2. Charter Corporation shall provide up-to-date versions of all required documents by September 1st of each year, or as otherwise specified.

3. In the event Charter School revises any of the documents it is required to submit, it shall send an updated version to the District within ten (10) business days of the date the change is approved by Charter Corporation's Governing Board.

4. Charter Corporation shall promptly respond to all reasonable inquiries by the District and any other authorized agency, including but not limited to financial inquiries related to Charter School.

E. <u>Admissions, Recruitment, and Enrollment</u>

1. The Charter School shall comply with Education Code Sections 47605, 200, 220, 231.5, and Government Code Sections 12940 and 11135.

2. As of the effective date of the Charter, and at all times it is operational during the Charter term, Charter School shall have the following enrollment and admissions information posted on Charter School's website and shall update the posting as quickly as possible whenever the information changes:

   a. Procedures and timeline for enrollment, admission, and the public random drawing, which shall include, but not be limited to, an assurance that Charter School will provide enrollment preferences as specified in the Charter and in compliance with Education Code § 47605(e)(2)(B).

   b. Descriptions of outreach and recruitment activities to reach the target population.

   c. Evidence that enrollment preferences and public random drawing preferences are consistent with the Charter and all applicable federal and state laws.

   d. A copy of the application and enrollment forms and information provided to prospective pupils, parents, and legal guardians, without the need to create an account, password, or otherwise register or identify oneself to view the application and information about the enrollment process.

   e. Notice that Charter School complies with all requirements not to discourage a pupil from enrolling or seeking enrollment as developed by the California Department of Education.

   f. Process for a pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, including procedures for notifying the superintendent of the school district of the pupil's last known address within 30 days per Education Code § 47605(e)(3).

3. Charter School shall make a serious and consistent effort to recruit students to Charter School to: (1) achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, that is reflective of the general population residing within the District; and (2) to fulfill its mission to serve pupils from communities throughout Fresno County. At least annually, Charter School shall audit, assess, and review the results of its outreach and recruitment plan in order to determine the effectiveness of its efforts to achieve the pupil balance provided for in the Charter Schools Act and modify its plan, including recruitment and outreach efforts, to improve the effectiveness of its plan as necessary.

F. <u>Funding</u>

1. Charter School has elected to receive the state aid portion of Charter School's total Local Control Funding Formula ("LCFF") allocation directly pursuant to Education Code § 47651.

2. Funding shortfalls shall be the Charter Corporation and Charter School's responsibility.

3. Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the LCFF under Education Code § 42238 *et seq*. LCFF funding shall be apportioned by Average Daily Attendance (ADA). Charter School shall be responsible for providing the California Department of Education with all data required for funding. LCFF funding shall not include:

   a. Programs for which Charter School is required to apply separately, such as summer school.

   b. Special education programs, which funds are allocated to the Special Education Local Plan Area (SELPA) with which Charter School is affiliated.

   c. Charter School shall be funded directly from the state for its share of lottery funds. A portion of lottery funds must be spent on instruction, as dictated by the state.

4. In addition to LCFF funding, Charter School may receive Block Grant Funding for eligible expenses consistent with state law. It shall be Charter School's responsibility to independently apply for funding beyond the basic statutory entitlements of the base grant due to Charter School under LCFF.

5. Charter School may be eligible for federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of Charter School's pupils for such funding.

6. Charter School may receive funding from new or one-time funding sources available to schools or school districts provided by the State of California to the extent Charter School and its pupils generate such entitlements. Additionally, Charter School may apply for private grants.

7. Grants written by and obtained by Charter School shall come directly to Charter School and shall not go through the District or be subtracted from the resources the District would otherwise have allocated to Charter School.

8. In addition to LCFF funding specified herein, the Parties recognize the ability of Charter School to pursue additional sources of funding.

9. If the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of Charter School, the District will receive a percentage of such funds to be allocated to Charter School. The District will charge the maximum indirect cost as allowed under law or the grant. Funds shall be allocated to Charter School on a prorated basis related to the formula that generates the funds. For example, if funds are generated on a per eligible student basis, they shall be allocated to Charter School on a per eligible student basis, minus the administration fee (e.g., indirect charge fee) charged by the District.

10. Charter School shall cooperate fully with the District in applications made by the District on behalf of Charter School's pupils.

11. Charter Corporation and Charter School agree to comply with all applicable laws and regulations related to expenditures and receipt of funds.

12. Charter School may also be entitled to a variety of state and federal application-based programs, as well as various grant opportunities. It shall be the responsibility of Charter School to apply for any and all funding beyond the base statutory entitlement.

13. The District shall annually transfer to Charter Corporation funding in lieu of property taxes in monthly installments no later than the 15th of each month pursuant to Education Code § 47635.

14. Pursuant to Education Code § 47604(d), Charter School agrees that all loans received by Charter School shall be the sole responsibility of Charter School and the District shall have no obligation for repayment and Charter School shall not indicate or represent that the District is a party to or has any obligation relative to any loan or loan application. Charter Corporation is to operate Charter School in a financially sound fashion. It is agreed that all loans sought by Charter Corporation for Charter School shall be authorized in writing in advance by Charter Corporation and shall be the sole responsibility of Charter Corporation. In no event shall the District have any obligation for repayment of such loans.

15. Charter Corporation and Charter School shall use all revenue received from state and federal sources only for the educational services of Charter Corporation and Charter School and for the benefit of the pupils enrolled and attending Charter School. Sources of funding must be used in accordance with applicable state and federal statutes and the terms or conditions, if any, of any grant or donation.

16. Charter Corporation and the District agree to negotiate on a case-by-case basis for additional funding pursuant to Education Code § 47636.

17. This Funding section, as well as all other sections of this Agreement, shall be applied consistently with the statutes and regulations applicable to charter schools, which may from time to time be amended or modified by the Legislature or the State Board of Education. Nothing contained in this Agreement shall be deemed a waiver by either party of the rights and obligations under these laws.

18. The District shall not advance any funds to Charter Corporation for Charter School. In addition, the District shall not act as or provide a line of credit to Charter Corporation for Charter School.

19. Charter Corporation on behalf of Charter School shall seek reimbursements of its mandated costs, if any, directly from the state.

20. In the event the District seeks and receives a voter-approved bond, parcel tax, etc., Charter School and/or Charter Corporation shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing by the Parties. The Parties shall meet sufficiently in advance of any action by the District to pursue such measures so as to advise Charter Corporation and to determine the positions of the Parties. Charter Corporation agrees that it and Charter School have no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.

G. Legal Relationship

1. The Parties recognize that Charter Corporation is a separate legal entity that operates Charter School under the supervisorial oversight of the District.

2. Charter Corporation shall be wholly responsible for Charter School's operations and shall manage its operations efficiently and economically pursuant to its annual budget. The District shall not be liable for the debts or obligations of Charter School or for claims arising from the performance of acts, errors, or omissions by Charter School if the District has complied with all oversight responsibilities, including, but not limited to, those required by Education Code §§ 47604.32 and 47605(m).

3. Charter School shall retain the right to use its own legal counsel and shall be responsible for procuring such counsel and paying all associated costs and fees.

4. Neither Charter School nor Charter Corporation shall have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. Charter School shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom Charter School enters into an agreement or contract for goods or services that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the District.

5. Notwithstanding any other indemnification provisions contained in this Agreement, Charter School and Charter Corporation agree, acknowledge, and accept full responsibility and liability for their policies, requirements, processes, and procedures, including their admissions policies and procedures and public random drawing requirements, policies, and procedures. Charter Corporation shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its trustees, officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "the District and District Personnel") from and against any and all actions, suits, proceedings, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys' fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District and District Personnel, that may be asserted or claimed by any person, firm, association, or entity arising out of, in whole or in part, or in connection with, the District's approval of Charter School's or Charter Corporation's Charter, Charter School's or Charter Corporation's performance under the Charter, Charter School's or Charter Corporation's performance under this Agreement or any acts or errors or omissions by Charter School or Charter Corporation, their officers, directors, administrators, employees, attorneys, agents, representatives, volunteers, successors and assigns, including, but not limited to, arising out of Charter School's policies and procedures, such as its application requirements, admission policies and procedures, and public random drawing procedures.

6. To the extent required by law, Charter Corporation and Charter School agree to comply at all times with all applicable state and/or federal laws (which may be amended from time to time), including, but not limited to, those set forth in Education Code § 47604.1 and the following:

   a. The Ralph M. Brown Act (Government Code § 54950 *et seq.*);

   b. The California Public Records Act (Government Code § 7920.000 *et seq.*);

   c. Conflict of interest laws applicable to charter schools, including without limitation, the Political Reform Act and its administration by the California Fair Political Practices Commission (Government Code § 81000 *et seq.*);

   d. Government Code § 1090 *et seq.*, as set forth in Education Code § 47604.1;

   e. The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g);

   f. The Child Abuse and Neglect Reporting Act (Penal Code § 11164 *et seq.*);

   g. The Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 *et seq.*);

   h. The Americans with Disabilities Act ("ADA") and the Americans with Disabilities Act Amendments Act of 2008 ("ADAAA") (42 U.S.C. § 12101 *et seq.*);

   i. The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;

   j. The California Fair Employment and Housing Act ("FEHA") (Government Code § 12900 *et seq.*);

   k. The Age Discrimination in Employment Act ("ADEA") (29 U.S.C. § 621 *et seq.*);

   l. Section 504 of the Rehabilitation Act of 1973 (29 U.5.C. § 794 *et seq.*);

   m. Education Code § 220 (prohibiting discrimination); and

   n. The Uniform Complaint Procedures (5 CCR § 4600 *et seq.*).

7. Charter Corporation agrees that all of its records that relate in any way to the operation of Charter School, including those submitted to the District, shall be treated as public records subject to the requirements of the Public Records Act, as well as Education Code § 47604.3.

H. <u>Fiscal Relationship</u>

1. <u>Oversight Obligations</u>. The District's oversight obligations include, but are not limited to, the following:

   a. Review and revision of this Agreement, and subsequent agreements, to clarify and interpret the Charter, and any revisions to the Charter and the relationship between Charter School and the District.

b. Monitoring performance and compliance with the Charter and with applicable laws, including the following:

i. Identifying at least one staff member as a contact person for Charter School;

ii. Visiting Charter School at least annually;

iii. Ensuring that Charter School complies with all reports required of charter schools by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Education Code § 47606.5;

iv. Monitoring the fiscal condition of Charter School; and

v. Conducting the Charter revocation process, as necessary, pursuant to Education Code § 47607 and its applicable regulations, including investigating alleged violations, holding a public hearing, and monitoring efforts to cure.

vi. Providing timely notification as set forth in Education Code § 47604.32(a)(5) to the California Department of Education if any of the following circumstances occur or will occur with regard to Charter School: renewal of the Charter is granted or denied; the Charter is revoked; or Charter School will cease operation for any reason.

2. Charter School shall promptly respond to all reasonable inquiries of the District regarding Charter School's financial records.

3. For purposes of fiscal oversight and monitoring by the District not covered in the financial reporting section, Charter Corporation shall provide the District with a copy of documents, data and reports in the reasonable form and at the times specified by the District.

4. Charter Corporation shall provide such other documents, data and reports as may be reasonably requested or required by the County Superintendent of Schools, including the annual reports set forth in Education Code § 47604.33, which must be prepared and submitted to the District and the County Superintendent of Schools.

5. The District shall use any financial or other information it obtains from Charter Corporation and Charter School, including, but not limited to, the reports required by Education Code § 47604.33, to perform its duties described in Education Code § 47604.32(a), including monitoring the fiscal condition of Charter School.

6. It is recommended that Charter School maintain a minimum ending fund balance of not less than 3% as a reserve for economic uncertainties.

7. Oversight Services. Charter Corporation shall pay the District an amount equal to one percent (1%) of Charter School's revenues (excluding any monies for which the District has received as indirect cost rate charge) to cover the actual cost of supervisorial oversight. Charter School's revenue means the LCFF entitlement. This is the amount received in the current fiscal year from the LCFF calculated pursuant to Education Code § 42238.02, as implemented by Education Code § 42238.03. Payment shall be made by Charter Corporation monthly, at the same time as the in-lieu property taxes are distributed by the District.

8. The Parties agree the District shall not act as fiscal agent for Charter Corporation or Charter School. It is agreed Charter Corporation shall be solely responsible for all fiscal services for Charter School, including payroll, purchasing, attendance reporting, and completion and submission of state budget forms. The District shall process and transfer to Charter Corporation all payments received by the District for Charter School in a timely fashion.

9. To the extent Charter Corporation wishes to contract with the District for any services to Charter School beyond those specified in this Agreement, a separate written contract with the District shall be required and the costs of such services shall be paid in full by Charter Corporation.

I. Financial Reporting

1. Budget Data

   a. The Charter Corporation shall provide the District for review a preliminary budget and supporting documents on or before May 15th of each year. All key budget variables, including revenue, expenditure, debit, and beginning and ending balance variables shall be defined. The District and Chater Corporation will continue to communicate during the period between this submission and the County Superintendent of School's July 1st annual deadline for submission of the Charter Corporation's final adopted budget. Any changes the Charter Corporation makes to the preliminary budget shall be communicated to the District within one business day.

   b. The adopted budget and signed certification following approval by the Charter Corporation's Governing Board shall be provided to the District for review the day after it is approved and must be provided no later than June 25th of each year.

   c. A copy of Charter Corporation's adopted budget guidelines, fiscal policies, and internal controls shall be provided to the District within four weeks of this Agreement being approved by both Parties followed by annual updates on or before June 30th of each year. The District will include additional reminders of fiscal deadlines and electronic documentation as needed using EpiCenter or a similar tool.

2. Cash Flow Data

   a. Cash flow projections shall be submitted with each interim financial report, as detailed below.

   b. The District shall be notified at least three (3) weeks in advance (or a shorter time period upon showing of good cause by Charter School) of any action by Charter Corporation's Governing Board to incur short- or long-term debt. Financing documents shall be made available for the District's review upon request. This report regarding issuance of debt must include financial details and conditions of such debt, including but not limited to, a resolution by the Charter Corporation's Governing Board defining the nature of the debt, and the terms specified in a loan agreement or debt instrument. The District shall not provide advice on debt issuance or financial transactions of the Charter Corporation, and nor shall the reporting of this information to the District be construed as the District approving or endorsing such action on behalf of the Charter Corporation. The Parties acknowledge and agree that the issuance of debt by or on behalf of the Charter Corporation shall not obligate the District to pledge any funds or security for the repayment of the debt

or to make any appropriation for the repayment of such debt or otherwise impose any responsibility or liability for any such debt on the District, except as specifically otherwise agreed in writing.

c. The District shall provide Charter Corporation with in-lieu property tax estimates and other available financial data necessary for Charter Corporation to meet its budget and fiscal obligations outlined in this Agreement and in applicable law within a reasonable period of time after a written request by Charter Corporation, but in no case later than 30 days thereafter.

3. Financial Data

a. The first interim financial report and signed certification shall be prepared and submitted to the County Superintendent of Schools on or before December 15th of each year. Charter Corporation shall provide the District with its first interim financial report and signed certification approximately one (1) month prior to the County Superintendent of Schools' submission deadline. This first interim financial report shall reflect changes through October 31st.

b. The second interim financial report and signed certification shall be prepared and submitted to the County Superintendent of Schools on or before March 15th of each year. Charter Corporation shall provide the District with its second interim financial report and signed certification approximately one (1) month prior to the County Superintendent of Schools' submission deadline. This second interim financial report shall reflect changes through January 31st.

c. The third interim financial report and signed certification shall be prepared and submitted to the District on or before June 1st of each year, if deemed necessary. This third interim financial report shall reflect changes through April 30th.

d. The final unaudited financial report and signed certification for the full prior year shall be prepared and submitted to the County Superintendent of Schools on or before September 15th of each year. Charter Corporation shall provide the District with its unaudited financial report and signed certification approximately one (1) month prior to the County Superintendent of Schools' submission deadline.

4. Financial Audit

a. Charter Corporation shall provide a copy of Charter School's audited financial report to the District, the County Superintendent of Schools, the State Controller, and the California Department of Education by December 15th of each year.

b. Audit exceptions or deficiencies identified in the audit report shall be addressed by Charter School through the development of a corrective action plan outlining how and when they will be resolved to the District's satisfaction. The corrective action plan shall be provided to the District by January 15th of each year or within four weeks following the finalization of the audited financial report, whichever is later.

J. Attendance Reporting

1. Charter Corporation shall use commercially available attendance accounting software (such as Power School, etc.) for student attendance accounting at Charter School.

2. Charter Corporation, on behalf of Charter School, shall submit enrollment and attendance data as required to receive apportionment of funding according to the specified deadlines. The District's staff shall review and certify the accuracy of Charter School's attendance data submitted by Charter Corporation only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to Charter School.

3. Student data covering demographic suspensions and expulsions, and program participation, etc., are needed for effective oversight responsibilities as well as timely and efficient state and federal reporting on behalf of the District and charter schools. Consequently, Charter School shall adhere to the following:

   a. Charter School shall submit student enrollment projections to the District by March 1st of the preceding school year.

   b. Charter Corporation shall submit monthly summary reports of enrollment and Average Daily Attendance ("ADA") no later than five business days following the close of the period.

   c. Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit.

   d. Charter School shall provide copies of P-1 and P-2 and annual state attendance reports to the District by January 15th, April 30th, and June 20th, respectively, of each year.

   e. Charter School shall provide to the District copies of amended state attendance reports, if any, within three weeks of discovery of the need for making such an amendment.

K. Students with Disabilities

1. Section 504 of the Rehabilitation Act of 1973 & Americans with Disabilities Act of 1992

   a. The Charter Corporation shall comply with Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act of 1992 ("ADA"), all Office for Civil Rights mandates for students enrolled in charter schools, and any other applicable state and federal anti-discrimination laws to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter Corporation.

   b. The Charter Corporation shall be solely responsible, at its own expense, for its compliance with Section 504 and the ADA. The Charter Corporation shall adopt and at all times maintain a current Section 504 policy, procedure, and forms. By September 1 of each year, the Charter Corporation shall designate a Charter Corporation employee responsible for Section 504 and ADA compliance and notify the District, in writing, of the name of the responsible individual.

c. The Charter Corporation shall ensure compliance with its procedures and Section 504 for disciplinary action against disabled students.

2. Special Education and Related Services under the Individuals with Disabilities Education Act (IDEA)

   a. The Charter Corporation has elected to be its own local education agency ("LEA") and member of the Fresno County Charter Special Education Local Plan Area ("SELPA") in conformity with Education Code § 47641(a). As such, the Charter Corporation shall be solely responsible for all aspects of compliance with state and federal special education laws, including, but not limited to, the IDEA and California Education Code and their implementing regulations. Additionally, the Charter Corporation shall be responsible for ensuring the provision of special education and related services consistent with students' individualized education programs ("IEPs").

   b. The Charter Corporation understands that any modification to its status as an LEA, including seeking membership in another SELPA, requires written notice to the District and modification of this Agreement.

   c. The Charter Corporation understands that no special education and related services, nor any other responsibilities under the IDEA, will be provided by the District to Charter School students, regardless of the school district of residence of the students.

3. The Charter Corporation agrees that all pupils shall have access to Charter School, no student shall be denied admission due to disability, and admission preferences shall not result in limiting enrollment access for pupils with disabilities. The Charter Corporation agrees it shall have the means in place to achieve a balance of special education pupils that is reflective of the general population residing within the territorial jurisdiction of the District and that it will comply with all applicable state and federal laws related to students with disabilities.

4. The Charter Corporation's insurance obligations pursuant to the Charter and/or this Agreement, specifically including all requirements to provide insurance coverage for the District and District Personnel, shall extend with full force and effect to any and all matters in any way related to or arising from compliance with Section 504, the ADA, and/or the IDEA, the provision of services to students with disabilities, and access to the Charter School and its facilities pursuant to said laws.

5. Complaints. The Charter Corporation shall respond to and investigate all complaints received involving students with disabilities, including, but not limited to, any complaints under the IDEA, Section 504, ADA, and/or California Education Code. The District shall have no involvement in any complaints relating to students with disabilities and compliance, unless the District determines its involvement is necessary as a result of its oversight responsibilities.

6. Indemnity. The Charter Corporation agrees to defend, indemnify, and hold harmless the District and District Personnel from any liabilities, claims, demands, and attorneys' fees and costs arising out of, or in any way related to, compliance with the IDEA, Section 504, ADA, Education Code, and/or similar law, including the provision of special education and related services and access to the Charter School and its facilities. The Charter Corporation further agrees to defend, indemnify, and hold harmless the District and District Personnel from any liabilities, claims, demands, and attorneys' fees and costs arising out of, or in any way related

to, any special education and related services that may have been previously provided to the Charter Corporation by the District.

L. Insurance and Risk Management

1. No coverage shall be provided to the Charter School/Charter Corporation by the District, including self-insured programs or commercial insurance policies. It shall continue to be the Charter School/Charter Corporation's responsibility, not the District's, to monitor its vendors, contractors, partners, or sponsors for compliance with the insurance requirements.

2. The Charter School/Charter Corporation shall purchase and maintain in full force and effect at all times during the term of its Charter and any renewal thereof and/or this Agreement, unless and until alternative insurance requirements may be agreed upon by the chartering authority, insurance in amounts and types and subject to the terms approved by the District's risk manager and as specified below. The Charter School/Charter Corporation's obligations to acquire and maintain insurance as provided in this section of the Agreement shall survive the revocation, expiration, termination, or cancellation of the Charter and/or this Agreement or any other act or event that would end the Charter School/Charter Corporation's right to operate as a charter school pursuant to its Charter or cause the Charter School/Charter Corporation to cease operations until the Charter School/Charter Corporation has fully complied with the Closure Procedures set forth in the Charter and/or this Agreement and any additional closure procedures required by law, regulation, or required by the CDE.

3. Without limiting the Charter and/or this Agreement and/or the defense, indemnity, and hold-harmless obligations of the Charter School/Charter Corporation, throughout the life of the Charter, the Charter School/Charter Corporation shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A or A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

   COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: "bodily injury," "property damage," "advertising injury," and "personal injury," including, but not limited to, coverage for products and completed operations, with combined single limits of not less than $2,000,000 per occurrence and $5,000,000 in the aggregate. This coverage will be on an occurrence basis. Additionally, Excess Liability coverage, sometimes known as umbrella coverage, shall be procured in the amount of $10,000,000 per occurrence.

   A. General Liability Insurance Endorsement Negligence Related to Sexual Abuse or Molestation providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of sexual abuse with liability coverage of $10,000,000 per occurrence. Such insurance must include coverage for sexual abuse perpetrated by a student, students in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible. This policy shall be endorsed specifically to include coverage for any and all contractors, invitees, or others hired by or permitted to be on campus and/or otherwise have access to Charter School students.

B. General Liability Insurance Endorsement Negligence providing coverage for allegations of wrongful acts or negligence should an injury occur. Such coverage shall provide for defense with liability coverage of $10,000,000 per occurrence. Such insurance must include coverage for corporal punishment perpetrated by a student in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.

SCHOOL BOARD LEGAL LIABILITY and ERRORS AND OMISSIONS $5,000,000.00 per occurrence, with an aggregate policy limit of $10,000,000. School board legal liability (SBLL) insurance protects school board members, employees, and administrators from claims of wrongful acts. It is also known as educators' legal liability (ELL) insurance.

EMPLOYEE BENEFITS LIABILITY insurance and/or coverage which shall include coverage for errors and omissions in the administration of an employee benefit program. Such coverage shall be in an amount not less than $ 1,000,000 per occurrence and $1,000,000 in the aggregate.

PROPERTY insurance and/or coverage, which shall include: (a) coverage for real property on an "all risk" basis with full replacement cost coverage and code upgrade coverage if the Charter School/Charter Corporation or a related or associated entity owns the stie and/or the improvements on the site, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of the Charter School/Charter Corporation. If any District property is leased, rented, or borrowed, it shall also be insured by the Charter School/Charter Corporation in the same manner as (a), (b), and (c) above.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than $5,000,000 per person and per occurrence.

WORKER'S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits.

FIDELITY BOND coverage shall be maintained by the Charter School/Charter Corporation to cover all Charter School/Charter Corporation employees who handle, process or otherwise have responsibility for Charter School/Charter Corporation funds, supplies, equipment or other assets. Minimum amount of coverage shall be $1,000,000 per occurrence.

CYBER LIABILITY coverage for both electronic and non-electronic data breach of $1,000,000 per occurrence with an aggregate limit of not less than $2,000,000.

4. Charter School/Charter Corporation shall be responsible, at its sole expense, for separately insuring its personal property.

5. All of the insurance and/or coverage required by the Charter and/or the foregoing provisions of this Agreement shall: (a) be endorsed to name the District, officers, Board or Superintendent appointed groups, committees, boards, and any other Board or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors,

and assigns (collectively hereinafter the "District and the District Personnel") as additional insureds; (b) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the District and/or by the District Personnel shall be in excess of the Charter School/Charter Corporation's insurance and/or coverage required by the Charter and/or the foregoing provisions of this Agreement and shall not contribute with the primary insurance and/or coverage to be provided by the Charter School/Charter Corporation; (c) shall be on an "occurrence" basis rather than a "claims made" basis, excepting only educators' legal liability and errors and omissions insurance and/or coverage, which shall be on a "claims made" basis; and (d) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

6. Each policy of insurance and/or memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement shall be endorsed to state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to the District by U.S. Mail, certified, or by personal delivery. In addition to such notice provided to the District by the insurer, the Charter School/Charter Corporation shall also provide the District with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement, and any permitted change to any policy of insurance or memorandum of coverage shall be evidenced in accordance with the Verification of Coverage requirements below. If at any time any policy of insurance or memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, the Charter School shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code Section 47607 and/or shall become void at the District's option.

7. The coverage and limits required hereunder and/or District's acceptance of the insurance and/or coverage required by the provisions of this Agreement shall not in any way limit the liability or responsibility of the Charter School/Charter Corporation or any insurer or joint powers authority to District.

8. Each policy of insurance and/or memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement shall be endorsed to state that all rights of subrogation against the District and/or the District Personnel are waived.

9. VERIFICATION OF COVERAGE

The Charter School/Charter Corporation shall provide to the District duplicate originals of each policy of insurance and/or each memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement, including all declarations, forms, and endorsements, which shall be received and approved by the District risk manager within thirty (30) days of the approval of this Agreement and by July 1 and January 7 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the District for such documents. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of duplicate originals and original endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of the Charter School/Charter Corporation to defend, indemnify, and hold harmless the District and the District Personnel.

10. DEDUCTIBLES AND LIMITS OF LIABILITY

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the Charter and/or the foregoing provisions of this Agreement shall not reduce or limit the obligation(s) of the Charter School/Charter Corporation to defend, indemnify, and hold harmless the District and the District Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the Charter and/or the foregoing provisions of this Agreement shall not be reduced by or apply to defense costs or attorney's fees incurred to defend against covered claims.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the Charter and/or the foregoing provisions of this Agreement must be declared to and approved by the District.

11. If Charter School/Charter Corporation maintains broader coverage and/or higher limits than the minimums shown herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Charter School/Charter Corporation. Charter School/Charter Corporation's liability policy or policies must provide all liability Charter School/Charter Corporation is required to insure against by law and is authorized to insure against.

12. The Charter School/Charter Corporation and District anticipate that the required levels and types of insurance coverage required to meet the District's risk management standards may change over time. Charter School/Charter Corporation agrees to maintain such insurance as may be required by the District, the terms of which may be updated annually by the District, or more frequently with Charter School/Charter Corporation's agreement, and they shall enter into an amendment to this Agreement to revise the terms of the required coverage should the District determine such an amendment or addendum is preferred.

13. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent or their designee. The minimum insurance requirements as specified herein do not represent a determination by District that the coverage is adequate or sufficient to protect Charter School/Charter Corporation from risk related to its operations, and

Charter School/Charter Corporation must determine whether and what additional coverage may be appropriate for its operations.

14. The Charter School/Charter Corporation shall notify the District of any litigation or legal action taken or claims made by any party against the Charter School/Charter Corporation or any employee, including but not limited to any special education complaint or due process hearing or any complaint filed with the Public Employees Relations Board, within 15 days of the Charter School/Charter Corporation's receiving notice. The Charter School/Charter Corporation shall promptly respond to all reasonable inquiries from the District regarding any claims against the Charter School/Charter Corporation and/or any obligation of the Charter School/Charter Corporation under the foregoing provisions of this Agreement. The Parties recognize that some records relating to claims and litigation may be confidential and thus not disclosable to the District, though the confidentiality of particular records does not limit the Charter School/Charter Corporation's obligation to report to the District the existence of the litigation, legal action, or claim.

15. The Charter School/Charter Corporation shall promptly respond to all inquiries from the District regarding any claims against the Charter School/Charter Corporation and/or any obligation of the Charter School/Charter Corporation under the foregoing provisions of this Agreement.

16. The above-described provisions set forth the minimum standards for insurance to be acquired and maintained by the Charter School/Charter Corporation, but the District does not provide risk management services to the Charter School/Charter Corporation and nothing herein shall be construed as the District advising the Charter School/Charter Corporation regarding the sufficiency of such coverage to protect the Charter School/Charter Corporation's interests.

17. Health benefits plans and policies shall be provided, upon request, to the District within eight weeks of mutual approval of this Agreement and thereafter annually by no later than two weeks prior to the commencement of each school year.

M. <u>Indemnification</u>

1. To the fullest extent permitted by law, the Charter School/Charter Corporation agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to District, and hold harmless the District, officers, Board or Superintendent appointed groups, committees, boards, and any other Board or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns ("Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney's fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission on the part of the Charter School/Charter Corporation, and/or on the part of the board of directors, officers, board appointed groups, committees, boards, and any other Charter School/Charter Corporation appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of the Charter School/Charter Corporation arising from or in any way relating to the performance of and/or to the failure to perform in whole or in part any obligation under the Charter and/or this Agreement and/or in any way related to the operation or operations of the Charter School/Charter Corporation or of any other facility, program, or activity.

2. The obligations of the Charter School/Charter Corporation to defend the District and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claims, demands, actions, causes of action, or suits within the scope of these provisions of the Charter and/or this Agreement. However, nothing in this provision shall be construed to obligate the Charter School/Charter Corporation to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee's sole negligence or from an Indemnitee's willful misconduct where such sole negligence or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the sole negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of the Charter School/Charter Corporation shall be for that portion of the loss(es) not due to the sole negligence or the willful misconduct of such Indemnitee(s).

3. The Charter School/Charter Corporation further specifies that its indemnification, defense, and hold harmless obligations pursuant to the Charter and this Agreement extend with full force and effect to indemnify, defend, and hold the Indemnitees harmless from any and all financial obligations in the event of an unbalanced budget and to any and all matters in any way related to or arising from compliance with the IDEA, Section 504, the Americans with Disabilities Act, and the provision of services to students with special needs and access to the Charter School/Charter Corporation and its facilities..

4. The Charter School/Charter Corporation's obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this section of this Agreement, shall survive the revocation, expiration, termination, or cancellation of the Charter and/or this Agreement or any other act or event that would end the Charter School's right to operate as a charter school pursuant to its Charter or cause the Charter School/Charter Corporation to cease operations.

5. Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authorizing entity has complied with all oversight responsibilities required by law.

6. The Charter School shall at all times be operated by or as a nonprofit public benefit corporation. Nothing in this paragraph shall serve to reduce or excuse the Charter School/Charter Corporation's obligations to obtain and maintain the insurance required by the Charter and/or this Agreement and/or its obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in the Charter and this Agreement.

N. <u>School Safety Plan</u>

1. Charter School shall have a school safety plan that includes the safety topics listed in Education Code § 32282(a)(2)(A) to (N) as required by Education Code § 47605(c)(5)(F) and including an instructional continuity plan in conformance with Education Code § 32282(3).

2. A copy of Charter School's school safety plan shall be provided to the District two weeks prior to commencement of the first school year and when reviewed and updated annually by March 1st of each year.

The school safety plan shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address Charter School's procedures for complying with existing laws related to school safety including, but not limited to, the safety topics listed in Education Code § 32282(a)(2)(A)-(N).

O. Human Resources Management

1. All staff working at Charter School are employees of Charter Corporation, which shall have sole responsibility for employment, management, salary, benefits, dismissal, and discipline of its employees.

2. Charter Corporation is deemed the exclusive public employer of the employees of Charter School for the purposes of the Educational Employee Relations Act (EERA) under Government Code § 3540 *et seq.* and will be considered the public school employer of the employees at Charter School for purposes of collective bargaining.

3. Actual staffing data shall be provided to the District, upon request. Teacher credentials and permits shall be maintained on file at Charter School and shall be subject to annual inspection by the District. Copies of credentials and a list of teaching and class assignments for each teacher shall be made available by Charter School through the California Statewide Assignment Accountability System (CalSAAS). Charter School shall also work cooperatively with the District's credentialing office to complete and maintain as current, at the commencement of each school year and upon the hiring of any new certificated employee, or at other times as the District may request, the District's documentation of credentials of all Charter School credentialed staff and of the teaching and class assignments for each teacher at the Charter School.

4. Charter School shall comply with the credentialing requirements for teachers at Charter School set forth in Education Code § 47605(l) as well as any applicable federal laws. Charter School will provide written verification of compliance with Education Code § 47605(l) to the District at the commencement of each school year.

5. Certificated and noncertificated employee salary schedules shall be provided to the District upon request. A copy of Charter Corporation's personnel and payroll policies shall be provided annually by August 1st. Copies of individual employment contracts shall be maintained on file at Charter School and shall be subject to periodic inspection by the District.

6. Charter Corporation shall provide to the District, upon request, the job descriptions and qualifications for each position at Charter School.

7. Charter Corporation may process Charter School's State Teachers' Retirement System (STRS) and Public Employees Retirement System (PERS) deductions and contributions. Charter Corporation shall accept and assume sole financial responsibility for all STRS and PERS reporting fines and penalties resulting from incomplete, inaccurate, or late reports and/or inadequate or late deposits from any cause whatsoever, except to the extent resulting from the sole negligence of the District. Such responsibility shall include but not be limited to any and all reporting fines and/or penalties.

8. Charter Corporation shall distribute a copy of its Employee Handbook to each employee at Charter School each year. At a minimum, the handbook shall include a statement that Charter Corporation is the exclusive public employer of employees at Charter School and has sole

responsibility for employment, management, salary, benefits, dismissal, and discipline of its employees. The handbook shall also include specific expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. Such handbook shall be provided to the District upon request.

9. At all times during the term of the Charter, Charter Corporation employees at Charter School, parent volunteers who will be performing services with Charter School's pupils who are not under the direct supervision of a certificated teacher, and all vendors having unsupervised contact with Charter School's pupils shall submit to background checks and fingerprinting in accordance with Education Code §§ 44830.1 and 45125.1. Charter Corporation shall provide certification to the District that all such employees, volunteers, and vendors have cleared a criminal record check through the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI) prior to having any unsupervised contact with pupils.

10. Charter Corporation shall maintain on file and have available for inspection during site visits, evidence it has performed criminal background checks for all employees and documentation certifying that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with pupils.

P. <u>Student Records/Expulsions</u>

1. To the extent necessary to discharge the District's reasonable supervisorial oversight activities, Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled, upon request, to access Charter School's education records under FERPA (20 U.S.C. § 1232g) and related state laws regarding student records. The District, Charter School, and their officers and employees shall comply with FERPA and state laws regarding student records.

2. Should a pupil who has been recommended for expulsion by the Charter School administrator responsible for such recommendation pursuant to the student discipline procedures withdraw from enrollment at the Charter School prior to the completion of the expulsion process, the Charter School shall continue with and complete the expulsion process and make a final determination regarding expulsion regardless of the withdrawal the student from the Charter School.

3. If a Charter School pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days pursuant to Education Code § 47605(e)(3) and concurrently provide notice to the District. Charter School shall maintain records of such notifications during the term of this Agreement for the District to review upon request.

4. Neither Charter School nor the District shall be obligated to accept enrollment of any pupil who has been expelled from the other party during the term of the expulsion, consistent with applicable law(s) and policy. This shall not be read to mean Charter School may not refer expelled pupils to the District if the District is the pupil's school district of residence. Charter School may still refer expelled pupils back to the pupil's district of residence, which may be the District. However, the Parties understand and agree Charter School has no control of or responsibility for the District's decision to accept such pupils after Charter School's referral.

5. Students expelled from any school for any of the offenses listed in Education Code Section 48915(a) or 48915(c) shall not be permitted to enroll in the Charter School during the period of their expulsion.

6. Charter School shall provide Charter School's student discipline policies to the District upon commencement of the first year of instruction and annually thereafter. Notwithstanding any language to the contrary in the Charter, revisions to the causes or procedures for suspension or expulsion beyond those necessary to comport with current laws as applicable to charter schools or to reflect changes in Education Code Section 48900 *et seq*. applicable to non-charter schools shall constitute a material revision to the Charter unless determined by the District not to be a material revision.

7. Charter School may request the District to process student expulsions; whether to provide such service will be in District's sole discretion. The District will charge Charter School for the cost associated with the provision of the student expulsion services at the then current rate.

Q. <u>Transportation</u>

1. Charter Corporation shall be responsible for any and all transportation offered to pupils who enroll in Charter School, including but not limited to any and all transportation required in any student's IEP or Section 504 Plan and/or as required by the McKinney-Vento Homeless Education Assistance Act.

2. Charter School may, at its sole option, provide transportation services for Charter School's pupils to and from Charter School.

3. Charter School shall be responsible for providing transportation for field trips, including using public transportation.

4. Charter School must adhere to all applicable federal, state, and local laws and regulations when transporting students including, but not limited to:

   a. California Vehicle Code (CVC)

   b. California Education Code

   c. Federal Motor Carrier Safety Administration Act (FMCSA)

   d. California Department of Motor Vehicle Code

   e. California Motor Vehicles Regulations, Title 13 of the California Code of Regulations

   f. California Emergency Medical Services Authority (EMSA) Emergency First Aid Guidelines

   g. California Air Resources Board (CARB) Regulations

   h. Title VI of the Civil Rights Act of 1964

   i. Individuals with Disabilities Education Act (IDEA)

5. If the Charter Corporation provides transportation to or from a school or school activity it shall prepare a transportation safety plan prior to such activities (and revise the plan as required) containing procedures for school personnel to follow to ensure the safe transport of pupils. The plan shall address all the following: (a) determining if pupils require escort pursuant to Vehicle Code section 22112(d)(1); (b) procedures for all pupils in prekindergarten, kindergarten, and grades 1 to 8, inclusive, to follow as they board and exit the appropriate school bus at each pupil's school bus stop; (c) boarding and exiting a school bus at a school or other trip destination; (d) procedures to ensure that a pupil is not left unattended on a school bus, school pupil activity bus, or youth bus if applicable to the grade levels served; (e) procedures and standards for designating an adult chaperone, other than the driver, to accompany pupils on a school pupil activity bus. The plan shall be retained and made available upon request to an officer of the California Highway Patrol.

6. Pending availability, Charter School may request the use of the District's buses for field trips, which will be provided in the District's sole discretion. Such request must be sent to the District's Transportation Department and Charter School shall pay the cost of the field trip buses. Should Charter School otherwise require charter buses, Charter School shall be solely responsible for arranging, contracting, and paying for such buses through third part charter bus vendors.

R. <u>Nutritional Services</u>

1. Charter School shall make available a nutritionally adequate breakfast and a nutritionally adequate lunch free of charge and with adequate time to eat, as determined by Charter School in consideration of the recommendations provided by the California Department of Education, during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, except as set forth in the exceptions listed in Education Code § 49501.5.

2. The meals made available by Charter School shall be nutritionally adequate meals that qualify for federal reimbursement.

3. Charter School shall be responsible for providing its own food services. If Charter Corporation wishes the District to operate food services (breakfast and lunch) for Charter School, such service shall be subject to a separate written agreement and provided at the District's sole discretion, and the District will retain the state and/or federal revenue for any food services provided by the District to Charter School. The District may provide food services for Charter School during any extended school year (i.e., summer school). The District shall advise Charter School as to any necessary reporting required by state or federal agencies.

S. <u>Educational Program</u>

1. Subject to the District's oversight and compliance with the Charter and applicable state and federal law, Charter Corporation is autonomous for the purposes of, among other things, deciding Charter School's educational program.

2. Charter Corporation shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for Charter School.

3. Charter School shall comply with Education Code § 47606.5 (regarding local control and accountability plans and annual updates thereto), as that statute may be amended from time to

time, as well as its applicable regulations. Charter School's initial local control and accountability plan (LCAP) and its annual update to the LCAP shall be prepared and submitted to the District and the County Superintendent of Schools on or before July 1st of each year, unless a different date is established by law.

4. Charter School's calendar shall be submitted annually to the District for review and verification of compliance with instructional day and minutes requirements. Any calendar changes must be provided to the District by April 1st prior to the beginning of a new school year. Any calendar changes made following April 1st must be provided to the District immediately and no later than ten business days following the change.

5. Charter School is accountable for pupil outcomes identified in the Charter.

6. Charter Corporation will prepare an annual report providing all information necessary to demonstrate Charter School is meeting the applicable accountability standards. The annual report shall be provided to the District by June 30th of each year. The District and Charter Corporation will collaborate to prepare a template and technical assistance to support development of the annual report.

7. At the request of the District, Charter Corporation shall present updates and/or reports regarding Charter School to the District during the year.

T. <u>English Learner Services</u>

1. If Charter School is using the District's English Learner Services, students who enroll at Charter School shall complete a Home Language Survey at the time of enrollment. Charter School shall then email (to HLS@fresnounified.org, unless the District provides a replacement email address) the surveys to the District's Department of English Learner Services, which will coordinate the initial testing for these students. After testing, the Department will send the test results to Charter School.

U. <u>Facilities</u>

1. Charter Corporation agrees that it is not currently seeking facilities for Charter School from the District under Proposition 39. If Charter School seeks facilities in the future, it understands it must follow the requirements regarding requesting Charter School Facilities set forth in Education Code § 47614 and the regulations related thereto as well as the District's requirements for Charter School Facilities.

2. All facilities used by the Charter School shall meet all applicable fire and safety code requirements, will conform with the requirements of Education Code §§ 47610(d) and/or 47610.5, and will conform with all applicable provisions of the Americans with Disabilities Act and any other applicable federal and state requirements. All facilities shall be approved by the local fire marshal for the use intended.

V. <u>Material Revisions to the Charter</u>

1. Changes to the Charter deemed to be a material revision shall be made only with prior approval from the District. Changes to the Charter considered to be a material revision include, but are not limited to, the following, unless a specific proposed revision is determined by the District Superintendent or designee not to constitute a material revision:

a. Substantive changes to the educational program, mission, or vision of Charter School, including the addition or deletion of a major program component that is a distinctive feature of Charter School, such as STEM, language immersion, grade level grouping, arts integration, etc.

b. Adding a classroom-based or non-classroom-based program or facility not expressly authorized by the Charter.

c. Proposed changes in enrollment that represent an increase or decrease from the enrollment originally projected in the Charter by more than 25% in any grade level or 10% of total enrollment in any given year.

d. Addition or deletion of grade levels to be served for the program as a whole or in a given year that is not expressly authorized by the Charter, or as otherwise required by law.

e. Changes to location or addition or closure of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Should the Charter School require the use of a temporary location rented or otherwise obtained for short term school related purposes, it shall first consult with the District and the Superintendent shall determine if the proposed use constitutes a material revision.

f. Changing the name of Charter School.

g. Entering into a contract to be managed or operated by any other nonprofit public benefit corporation other than Charter Corporation.

h. Substantive changes to admission policies and procedures and/or enrollment preferences identified in the Charter, unless required by law.

i. Substantive changes to the governance structure as described in the corporate bylaws, including, but not limited to, changes in the authorized number of Governing Board members, method by which sitting Board members are removed, method by which new Board members are selected, and/or provisions that reduce the size of the quorum required for a meeting and majority required for action. Revisions to the bylaws to ensure compliance with legal updates that do not affect the Charter may not be considered a material revision by the District.

2. Notice of a revision to the Charter that the Charter Corporation does not believe to be material shall be provided, in writing, at least 10 business days in advance of Charter Corporation's Governing Board meeting at which the revision is to be acted on.

W. <u>Site Visits</u>

1. The District shall conduct at least one site visit to Charter School annually in accordance with the Charter Schools Act. The information gathered will be used to assess Charter School's progress in governance and organizational management, implementation of the educational program, measurable pupil outcomes, fiscal operations, and fulfillment of the terms of the Charter and this Agreement.

2. A school site visit may include review of the facility, review of records maintained by Charter School, and interviews with the management of Charter School and/or Charter Corporation,

Charter School employees including the site principal, and Charter School's pupils, parents and legal guardians, as well as observation of instruction in the classrooms.

3. Any deficiencies will be reviewed with Charter School's site leadership and Charter Corporation and an opportunity for comment, explanation and/or correction will be provided.

X. Renewal

1. Charter Corporation may seek renewal of Charter School's Charter in accordance with Education Code §§ 47607 and 47607.2. Charter Corporation shall submit its renewal petition to the District no earlier than September 1st of the last school year of its current term unless otherwise agreed in writing by the District.

2. The District and Charter School may mutually agree to schedule a renewal conference, which shall be attended by the District and Charter School. Charter School shall provide the District with a draft Renewal Petition at least five business days prior to the scheduled renewal conference, if any.

3. The petition for renewal of the Charter shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.

4. Any renewal or material revision request shall be formatted in accordance with and include the information and items identified in the District's Chater School Petition Renewal/Material Revision procedures document, as applicable, and include all the following materials:

   a. At least 14 hard copies (double-sided, 3-hole punched, unbound) of the entire renewal Charter (unless a different number of hard copies is agreed to by the District), with the entire document (including any appendices, exhibits, or attachments) sequentially numbered from the first through the last page (including any appendices, exhibits, or attachments), and also including a table of contents that includes references to all appendices/exhibits/attachments.

   b. A redline comparing the renewal/revision Charter to the current Charter included in each notebook.

   c. An electronic version of both the clean and redline versions of the renewal/revision Charter, submitted as follows:

      i. An electronic file version of all documents plus attachments should be uploaded via Epicenter and into a USB drive. Please submit the petition in both Microsoft® Word and PDF. It is acceptable for attachments to be submitted as a PDF, except the petition shall include an Excel spreadsheet of the five-year budget and an LCFF calculator, and page number shall be sequential and continuous throughout, and all attachments shall be identified in the Table of Contents.

      ii. The USB drive shall include the final master clean copy and a redlined copy of the changes made from the previous petition.

d. An electronic (Excel) version of the Budget including the LCFF calculator and a narrative explanation of budget assumptions. Charter School will provide all other fiscal data necessary to understand budget calculations upon request.

e. An electronic (Word) version of the currently approved and operating version of the Charter.

f. An executive summary (including page references) of the changes requested or made from the currently approved Charter (including as updated or clarified pursuant to this Agreement), and specific explanations of any requested material revision(s) to the Charter.

g. Renewal petitions must contain the California Dashboard data and state-wide testing data, including the data from the penultimate year of the Charter School's current term, as pertinent to renewal pursuant to Education Code Sections 47607(c) and 47607.2 or the alternative verifiable data provided for in Education Code 47607(c)(6) for that period and any and all other data, plans, or information necessary to support renewal pursuant to Education Code 47607 and 47607.2.

h. A signed certification of completeness.

i. An electronic (PDF) version of the entire petition package for publishing purposes.

j. Each of the items/components specified in the District's Charter Renewal/Material Revision Procedures.

5. The District delegates to the Superintendent or designee and the Charter Corporation Board delegates to the Executive Director or designee authority to waive or extend the timelines in this Agreement, the Charter, law, or applicable regulation, including but not limited to, for consideration or action on material revision and/or renewal of the Charter.

Y. Dispute Resolution

1. The Dispute Resolution element of the Charter is hereby replaced in their entirety with the following:

2. The Charter School/Charter Corporation and the District will attempt to resolve disputes amicably and reasonably without resorting to formal procedures. All timelines and procedures in this section may be revised upon mutual written agreement of authorized representatives of District and the Charter School.

3. If either the Charter School or District determines that a violation of the Charter, this Agreement, or other written agreement among the Parties may have occurred or a problem has arisen related to the operation of the Charter School and/or the District's oversight obligations, or a dispute otherwise arises between the District and the Charter School, the following procedures shall be followed to resolve the dispute:

A. Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately in accordance with Education Code Section 47607 and its implementing regulations or take action as it deems necessary.

B. In the event that the District believes the dispute relates to an issue that could lead to revocation of the Charter, participation in the dispute resolution procedures outlined herein shall not be interpreted to impede or act as a pre-requisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations. Rather, the District may choose, in its sole discretion, to proceed directly with the revocation procedures or may choose to participate in all or part of the dispute resolution procedures set forth below, and may terminate any voluntary participation in the dispute resolution procedures at any time.

C. If the violation or issue in question does not constitute a severe and imminent threat and/or the District has not decided to commence revocation procedures without following this dispute resolution procedure, either party will provide written notification of the violation or issue. The date that this notice is orally provided or sent shall be the "Notice Date." Any such notice provided by District will also constitute the notice required under the provisions of Education Code 47607(g) prior to revocation of a charter. Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and the meeting shall be held within ten (10) calendar days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent's designee, and the Charter School representative will be the Charter School Executive Director or the Executive Director's designee. If the dispute is not resolved at this meeting, or in strict accordance with any plan for resolution agreed upon at this meeting, the parties will proceed to Step D or take any other action they deem appropriate in response to the dispute. Any period of time agreed upon at the meeting for the Charter School to attempt to cure the issue shall be deemed and is agreed by the Charter School and the District to constitute the "reasonable opportunity to remedy the violation" provided for in Education Code Section 47607(g) prior to revocation of the Charter and the District shall not be required to provide an additional "reasonable opportunity to remedy the violation" during any revocation proceedings.

D. If the dispute is not resolved in accordance with the procedures through Step C, either Party will be deemed to have exhausted the administrative remedies of the Charter, this Agreement, or other written agreement among the Parties, and law and may pursue any alternative legal options for resolution, including revocation of the Charter by the District and/or other appropriate action in accordance with Education Code Section 47607 or applicable law.

4. Internal Disputes. The Charter Corporation Board will adopt policies and processes for airing and resolving disputes, other than those between the District and the Charter School, which are covered above. Parents/guardians, students, Board members, volunteers, and staff at the Charter School will be provided with a copy of the Charter School's policies and dispute resolution process.

5. Internal Disputes. The District will refer all disputes or complaints it receives not related to a possible violation of the Charter, this Agreement, or other written agreement among the Parties (including any addenda thereto) or law or to the operation of the Charter School or the District's oversight obligations, to the Charter School for resolution according to the Charter School's internal dispute resolution processes. The District may choose to submit disputes that are related to possible violations of the Charter, this Agreement, or other written agreement among the Parties (including any addenda thereto) or the law or to the operation of the Charter School or the District's oversight obligations to the Charter School for resolution according to the

Charter School's internal dispute resolution process. Should the District receive a complaint regarding the Charter School that is referred to the Charter School for investigation and/or resolution, the Charter School shall provide the District with updates regarding the Charter School's investigation and resolution of the matter regularly, upon request, and upon resolution of the complaint or issue. In the event that the Charter School's adopted policies and processes fail to resolve the dispute, the District agrees not to intervene in the dispute without the consent of the Charter Corporation's Board unless the matter relates to a possible violation of the Charter Renewal, this Agreement, or other written agreement among the Parties (including any addenda thereto) or law or to the operation of the Charter School or the District's oversight obligations.

Z. Charter Revocation

1. The District shall have the right to revoke the Charter in accordance with Education Code §§ 47607, 47607.3, and any other applicable statutes or regulations. Prior to instituting revocation proceedings, the District may, but is not required to, provide progressive notices that correction of a problem at Charter School by Charter Corporation needs to occur within specified reasonable timelines.

2. The minimum progression of notification of corrective action for concerns the District considers involving violation(s) of Education Code § 47607(f) is as specified in California Code of Regulations, Title 5, Section 11968.5.2. Additional notification may be provided at the sole discretion of the District.

3. If the District determines, based on credible report(s), that there is a severe and imminent threat to the health or safety of the pupils of Charter School, and makes such determination in writing pursuant to Education Code § 47607(g), the District may take immediate action to assure the safety and well-being of the pupils, as well as staff and the community, consistent with California Code of Regulations, Title 5, Section 11968.5.3. Such immediate action, as deemed appropriate by the District in its reasonable discretion, may include but is not limited to revocation of the Charter in accordance with Education Code § 47607.

4. During the period prior to revocation, Charter Corporation shall have the opportunity to work with the District to address concerns and develop a plan to remediate all areas to the reasonable satisfaction of the District consistent with applicable laws.

AA. Closure Procedures

1. In addition to the procedures specified in the Charter, the Charter School shall comply with all the requirements of California Code of Regulations, Title 5, Sections 11962 and 11962.1 and any other applicable legal requirements for closure of a charter school and the requirements set forth in this Agreement, including the detailed closure procedures set forth in Attachment A and incorporated herein by this reference. The closure procedures set forth in the Charter and in this Agreement shall be collectively referred to as the "Closure Protocol." The official action by the Charter School's Board documenting the closure of the school for any reason will be referred to as the "Closure Action." In the case of any conflict between the closure procedures described in the Charter and those described in this Agreement, the procedures set forth in this Agreement shall prevail.

2. The Closure Protocol shall survive the revocation, expiration, termination, or cancellation of this Agreement or the Charter or any other act or event that would end the Charter School's

right to operate as a charter school pursuant to the Charter or cause the Charter School to cease operation. The Charter School and the District agree that, due to the nature of the property and activities that are the subject of the Charter, the District and public shall suffer irreparable harm should the Charter School breach any obligation under its Closure Protocol. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under the Closure Protocol or any provision of the Closure Protocol or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

3. The Charter School will utilize the reserve fund to undertake any expenses associated with the Closure Protocol.

4. Charter Corporation expressly acknowledges the right of the District to gain full access to and copies of all student and business records concerning Charter School within a reasonable time after a determination that the Charter School will be closing for any reason.

BB. Required Disclosures

1. Pursuant to Education Code § 47604.3, Charter School shall respond promptly to all reasonable inquiries of the District.

2. Charter Corporation shall immediately notify the District of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action against Charter Corporation, Charter School or any employee, agent or volunteer that may involve or affect Charter Corporation or Charter School. In addition, Charter Corporation shall immediately notify the District of any request for information by any governmental agency about Charter Corporation or Charter School.

3. The District shall immediately notify Charter Corporation of any pending or actual litigation and/or claim from any party or notice of any potential litigation and/or claim against the District, Charter Corporation and/or Charter School, which may involve or affect Charter Corporation or Charter School. In addition, the District shall immediately notify Charter Corporation of any request for information by any governmental entity about Charter Corporation or Charter School.

4. If Charter Corporation seeks any loans or advance receipt of funds for Charter School, it shall establish a fiscal plan for repayment in advance of receipt of such loans. Charter Corporation shall provide advance written notice to the District specifying its intent to apply for a loan for Charter School. Advance notice shall include a description of the need for the loan, its terms, and the plan for repayment, including a cash flow schedule. If a loan is received, Charter Corporation shall, at the time of deposit of any sums which are loans to Charter Corporation for Charter School, provide the District with the loan documents, minutes of Charter Corporation's Board meetings at which such loan was approved, plan for repayment and updated cash flow schedule.

III. LEGAL

A. Non-Assignment. Neither party shall assign its rights, duties, or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties, or privileges under

this Agreement on any third party, without the written consent of the other party. The replacement of Charter Corporation with any other nonprofit public benefit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and prior approval of the District pursuant to applicable sections of the Education Code.

B. **Severability.** If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law, statute and/or ordinance, such provision shall be revised by mutual agreement of the Parties or severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

C. **Venue.** The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in the County of Fresno, California.

D. **Amendment and Waiver.** Any waiver, amendment, modification, or cancellation of any provisions of this Agreement must be in writing and executed by duly authorized representatives of all parties specifically indicating the intent of the Parties to modify this Agreement. No such amendment or waiver shall be effective absent approval or ratification by the District and the Governing Board of Charter Corporation. The failure of either party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.

E. **Entire Agreement.** This Agreement and attachments, if any, contain the entire agreement of the Parties with respect to the matters covered herein, and supersede any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement.

This Agreement represents the full and final agreement between Charter Corporation and the District and shall only be modified in writing by the mutual agreement of the Parties.

The Parties hereto have caused this Agreement to be executed by duly authorized officers or representatives set forth below.

Dated: _____

_____
Fresno Unified School District
Board President

Dated: 11/18/25

Alicia Varela
Aspen Public Schools Incorporated
Board President

DISTRICT
Fresno Unified School District

Approved As To Form:

_____
Patrick Jensen, Chief Financial Officer

_____
Stacey Sandoval, Executive Director Risk Management

_____
Date

_____
Date

ATTACHMENT A to MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
ASPEN PUBLIC SCHOOLS INCORPORATED

Item	Description	Responsible Party	Completion Date	Verification
	Invoking Closure Procedures			
1	In the case of revocation or non-renewal, the Charter School shall invoke and comply with the closure procedures. In the case of voluntary surrender, Charter Corporation shall notify the District in writing that the closure procedures have been invoked and shall comply therewith. Charter Corporation agrees that its officials shall have a continuing duty to cooperate with the District in all matters pertaining to the closure of Charter School, including, without limitation, attending meetings with the District, Fresno County Superintendent of Schools, and/or the State Department of Education, preparing a schedule of closing tasks with dates, obtaining and providing additional information and documentation, and interpreting and explaining any ambiguous records or information. Charter Corporation will be the responsible entity for winding up its closure and closure-related activities. Charter Corporation shall notify within 72 hours of the closure action the District, the California Department of Education, the Fresno County Superintendent of Schools, the SELPA in which Charter School participates, the retirement system in which Charter Corporation's employees participate, and the home school districts of each Charter School student of Charter School's closing, including the following information as relevant to each recipient: (1) The effective date of the closure; (2) The reason for closure; (3) The name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure;			

Item	Description	Responsible Party	Completion Date	Verification
	(4) The pupils' school districts of residence; and (5) The manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.			
	Immediate Actions			
2	Charter Corporation shall immediately notify the District of the location of all student and business records. Following that notification, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except that student records may be copied for students' families or transferred to other schools, provided a notation is kept of the records copied or transferred.			
3	Charter Corporation and the District shall each immediately identify an individual who will serve as the single point of contact for the entity regarding Charter School's close out activities.			
4	The District shall immediately notify Charter Corporation in writing whether, on behalf of the State Superintendent of Public Instruction, it is taking over immediate and direct control of all Charter School's student and business records.			
5	The Charter School shall provide the District with a list of students enrolled in the Charter School within 10 days of the effective date of the Closure Action. The Charter School shall provide the District the date each student's cumulative file is transferred to a new school or home district and the name of the school/district to which each file was transferred within 10 days of transferring the file.			
	Students and Families			
6	Charter Corporation shall notify the family of each student enrolled of Charter School's closure. Unless the District otherwise directs, the notification shall be immediate in the case of a revocation that takes immediate effect or shall occur within three (3) days of Charter Corporation's knowledge of the			

Item	Description	Responsible Party	Completion Date	Verification
	school closure or the Closure Action. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and specific information on completed courses and credits that meet graduation requirements.			
7	Charter School shall continue instruction until the end of the current academic year (unless a revocation takes immediate effect). Charter School shall publicly announce cancellation of all future classes.			
8	If Charter School continues instruction to the end of the current academic year, report cards shall be issued to each student on the last day of class and Charter Corporation also shall mail a copy of the report cards to the students' last known addresses.			
9	Charter Corporation shall notify surrounding school districts and the County Superintendent of Schools within fourteen days of the school's knowledge of closure. In the case of revocation, Charter Corporation shall notify the same immediately.			
10	Charter Corporation shall cooperate with the District and provide information to students and families regarding alternative public school placements within 3 to 7 days of the announcement of Charter School's forthcoming closure, or immediately in the case of a revocation that takes immediate effect.			
11	Charter Corporation shall offer to provide a copy of each student's cumulative file upon request of the student's family. Charter Corporation shall provide the copy within seven days of a request being received, ensuring that the documents are given to the family member identified as having legal custody or guardianship of the student. All handling and transfer of student records will be made in compliance with the Family Educational Rights and Privacy Act			

Item	Description	Responsible Party	Completion Date	Verification
	(FERPA) 20 U.S.C. Section 1232g. As permitted by each student's district of residence, the Charter School shall transfer all appropriate student records to the district of residence, or the district to which the student is transferring if requested by the parent/guardian. All state assessment results, special education records, and personnel records will be transferred and maintained in accordance with applicable law.			
12	Charter Corporation shall comply within three days to requests for the transfer of students' cumulative files to other public or private schools in which the students enroll.			
13	Charter Corporation shall promptly respond to inquiries from students and their families and from the media regarding Charter School's closure, the disposition of student records, and the alternative placement available to the students.			
14	Upon Charter Corporation's knowledge of closure, Charter Corporation shall immediately (no later than one (1) business day) provide the District with a list of students (names, addresses and phone numbers) in each grade level and the classes they have completed. Identify each student's district of residence, and a notation of where the student's records have been transferred. Charter Corporation shall update the list upon request and shall provide a final list within three (3) days of the closure.			
15	Charter Corporation shall notify the SELPA within fourteen days of the closure, complete all documentation necessary for special education students and transfer copies of the student's records to the SELPA. In the case of an immediate closure, Charter School shall provide the foregoing information to the SELPA no later than five (5) days following closure.			
16	The District may prepare an information sheet regarding frequently asked questions about the closure. Charter Corporation shall post the information sheet on its website and otherwise disseminate it as requested by the District.			
Student and Business Records				

Item	Description	Responsible Party	Completion Date	Verification
17	Once the closure procedures have been invoked, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except for the duplication or transfer of student cumulative files as noted. Charter Corporation shall transfer to the District's Charter Office all of the following: (1) All original and/or duplicate student and school records, including, without limitation, individual student records, discipline records, special education records, all state assessment results, fiscal information, teacher grade books, and attendance records; (2) All cum folders. The cum folders must be boxed and in alphabetical order by grade level; and (3) Student transcripts. The transcripts must be submitted on computer discs. All transfers of student records will be made in compliance with FERPA (20 U.S.C. § 1232g). Charter Corporation will ask the District to store and maintain original records of Charter School students. Charter Corporation shall transfer and maintain personnel records in accordance with applicable law.			
18	At the point Charter School is dissolved, the student and business records shall come under the exclusive control of the District which shall distribute, maintain, or dispose of the records as it determines appropriate.			
19	Charter Corporation shall terminate all present leases, service agreements and other contracts not necessary for the closure of the school. Leases, service agreements, and contracts should be terminated in a cost-effective manner in order to minimize expenses.			
20	Charter Corporation shall return grant funds and restricted categorical funds to their			

Item	Description	Responsible Party	Completion Date	Verification
	source in accordance with the terms of the grant or state and federal law as appropriate and submit a final expenditure report for all grants within fourteen days. Federal grants must be closed out, including the filing of the required Final Expenditure Reports and Final Performance Reports; completion of certain federal forms may apply if the school was receiving funds directly from the U.S. Department of Education.			
	Faculty and Staff			
21	Charter Corporation shall immediately notify its faculty and staff of Charter School's closure, providing each with necessary information related to compensation and retirement, including, but not limited to, any optional benefits that they may continue after Charter School closes.			
22	Charter Corporation will provide assistance to its faculty and staff in searching for and securing other employment.			
23	Charter Corporation shall provide the District within fourteen days with a description of current and projected payroll and payroll benefits commitments through closure, including a list of each employee, and their job duties, and a projection of the funds necessary to: (1) transition the students and records; (2) complete all administrative closure related tasks; and (3) complete contracts and grants.			
24	Charter Corporation shall provide the District within fourteen days with notice of any outstanding payments to staff and the method by which Charter Corporation will make the payments.			
25	Charter Corporation will within fourteen days contact the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the County Superintendent of Schools and follow their procedures for dissolving contracts and reporting. Charter Corporation will copy the District on all correspondence.			

26	Prior to final close-out, Charter Corporation shall do all of the following on behalf of the school's employees: • File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines. • File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63). • Make final federal tax payments (employee taxes, etc.). • File the final withholding tax return (Treasury Form 165). • File the final return with the IRS (Form 990 and Schedule).			
27	For six calendar months from the latter of the Closure Action or the effective date of the closure, sufficient staff as deemed appropriate by the Charter Corporation Board will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the Charter School and student transfers.			
	Assets and Liabilities			
28	On closure, Charter School/Charter Corporation shall remain solely responsible for all liabilities arising from the operation of the Charter School.			
29	Charter Corporation shall notify all funding sources (including charitable partners) of Charter School's closure within fourteen days.			
30	Upon knowledge of closure or Closure Action, Charter Corporation shall retain all necessary authority and powers to take all actions necessary for the winding up of Charter School's affairs, except that in no event shall Charter Corporation take any action that incurs any financial or education obligation on behalf of Charter Corporation or Charter School unrelated to Charter School's winding up. Charter Corporation shall identify its funding for the necessary wind-up activities set forth in this Agreement and the law.			
31	Charter Corporation shall immediately notify all contractors (such as a charter management organization, education management organization, food service			

	provider, instructional service provider, or transportation service provider) of Charter School's closure.			
32	If Charter Corporation has any agreements with organizations representing employees, Charter Corporation shall notify the organizations of Charter School's closure as may be specified in the agreements.			
33	Charter Corporation shall notify the District within fourteen days of all pending litigation to which Charter Corporation is a party. Charter Corporation shall immediately notify the District if litigation is filed thereafter up to the point that Charter School is formally dissolved.			
34	Charter Corporation, within 30 days, shall prepare and deliver to the District a comprehensive list of creditors and debtors.			
35	Charter Corporation, within 30 days, shall prepare and deliver to the District a comprehensive inventory of all assets.			
36	Charter Corporation, within 30 days shall prepare and deliver to the District a plan for the proposed disposal of all property owned by the school (and acquired with public funds) in order to maximize revenue in accordance with law, payment of any and all liabilities and the disbursement of any remaining assets of the school, liquidation of assets to pay off any and all outstanding liabilities, bearing in mind that assets paid for by state funds may be transferred in accordance with the nonprofit corporation's bylaws to another public agency such as another charter school. Assets donated to Charter School may be returned to donors or disposed of in accordance with donor's wishes. Net assets, after the payment of outstanding liabilities, if any, may be transferred to another public entity within Charter Corporation pursuant to applicable law or to another public agency such as another charter school.			
37	Charter Corporation shall arrange for preliminary (if necessary) and final closure audits to be paid for from the special reserve or bond revenue, to be completed as soon as is reasonably practical, but in no case later than six months after closure, and shall provide the audit report to the District			

	promptly upon completion. The auditor engaged to perform the audit(s) shall be from the list of approved school auditors maintained by the California State Controller's Office, shall meet all Charter requirements applicable to the annual auditor, and shall be approved by the District. The audit(s) at a minimum shall determine an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value; an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation; and an assessment of the disposition of any restricted funds received by or due to Charter Corporation, the disposition of all assets and liabilities of Charter School and shall verify Charter Corporation's comprehensive list of creditors and debtors, and the amounts owed or owing, as well as verify Charter Corporation's comprehensive list of all assets by source, noting any restrictions on each asset's use. Charter Corporation shall provide the District with copies of all Charter Corporation financial records, including but not limited to all accounting paperwork such as invoices, purchase orders, vendors, statements, cash receipts, cash disbursements, payroll documentation, accounts receivable and payable and all financial reports. Charter Corporation shall timely respond to the District's request(s) for financial information.			

38	Based on the audit findings, and with the approval of the District, Charter Corporation shall expend any identified assets to liquidate any identified liabilities. Charter Corporation shall distribute any remaining assets in accordance with Charter Corporation's petition, bylaws, and the law. The disposition of Charter Corporation's assets shall include, but not be limited by the following dispositions: a. Notwithstanding any rule, regulation, Charter provision, corporate bylaws, or document to the contrary, on closure of the Charter School, all assets of the Charter School – including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending the Charter School – which have been determined to have been generated exclusively through state and federal apportionment funds for Charter School students, after payment of all debts and liabilities and refunds to applicable agencies, shall be distributed to a California public school or school district, which identity shall be determined by mutual agreement between Charter Corporation and District. Any assets acquired from the District or District property will be promptly returned to the District upon the Charter School's closure. The distribution shall include the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. All remaining assets of Charter School will be liquidated, and all creditors will be paid first. b. All other assets of Charter School, including but not limited to all leaseholds, personal property, intellectual property shall be distributed in accordance with the			

	Articles of Incorporation or bylaws upon the dissolution of the nonprofit public benefit corporation. c. Any liability or debt incurred by Charter Corporation will be the responsibility of Charter Corporation and not the District. Charter Corporation understands and acknowledges that Charter Corporation will cover the outstanding debts or liabilities of Charter Corporation. Charter Corporation understands and acknowledges that only unrestricted funds will be used to pay creditors. d. Any assets belonging to the District or District property will be promptly returned upon Charter School's closure to the District. e. Charter Corporation will complete and file any and all required reports, including annual reports required pursuant to Education Code § 47604.33.			
	Dissolution of the Corporate Entity			
36	Following the resolution of all outstanding assets and liabilities, Charter School shall be dissolved. If established as a nonprofit public benefit corporation pursuant to Education Code § 47604 solely for operation of Charter School, Charter Corporation shall be dissolved.			

2309 Tulare Street,
Fresno, CA 93721
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www.fresnounified.org

Fresno Unified School District
PURCHASING

Contract Routing Form

Contract Attached

Contract Number: 327421

Federal Funding Will Not Be Used

Sierra Charter School
Vendor Name

1931 N. Fine , Fresno, Ca, 93727
Address

559-476-3401
Phone Number

Lisa Marasco
Vendor Contact

Term (Duration) From: 7/1/2025

Through: 6/30/2030

FUSD Contract Administrator:
Felicia.Olais@fresnounified.org
Name

Charter Office
Site/Dept

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

Contract Amount: $0.00

Estimated

Scope of Work Summary: *This* Memorandum *Of Understanding (Mou) Between Fresno Unified School District (Fusd) And Sierra Charter School (Scs) Is The Culminating Contract Based Upon An Approved Renewal Of Scs'S Petition By The Fresno Unified School District Board On February 12, 2025. It Is Required To Document And Authorize The Provision Of Educational And Support Services Between Fusd And Sierra Charter School.*

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:** Felicia Olais

2) Reviewed & approved by **Cabinet Level:** Marie E Williams

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

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

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

Routing:CFO Board Date(if applicable):

MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
SIERRA CHARTER SCHOOL
July 1, 2025, to June 30, 2030

This Memorandum of Understanding (the "Agreement") is made and entered into this 28th day of January, 2026, by and between the Fresno Unified School District ("the District") and Sierra Charter School, a California nonprofit public benefit corporation ("Charter Corporation"). Hereinafter, the District and Charter Corporation shall be collectively referred to as "the Parties."

I. RECITALS

A. The Fresno Unified School District is a school district existing under the laws of the State of California.

B. The State of California enacted the Charter Schools Act of 1992 (hereinafter the "Act") authorizing the formation of charter schools with the intent that the schools improve pupil learning; increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving; encourage the use of different and innovative teaching methods; create new professional opportunities for teachers; provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system; and are held accountable for meeting measurable pupil outcomes.

C. Charter Corporation is a nonprofit public benefit corporation that manages and operates Sierra Charter ("Charter School"), a public charter school existing under the laws of the State of California and under the supervisorial oversight of the District. Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and Charter Corporation may be used interchangeably, with the duties and responsibilities of Charter School and Charter Corporation being the same under this Agreement.

D. The Act authorizes the District to grant or deny a charter petition for a charter school under specified circumstances. The District has approved the petition for Charter School for a period of five years from July 1, 2025, through June 30, 2030 ("the Charter").

E. Charter Corporation shall be responsible for, and have all rights and benefits attributable to, Charter School as further outlined herein. Charter Corporation is responsible for Charter School's compliance with the terms of the Charter and with this Agreement.

F. The Parties agree that no single party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992, which may change from time to time during the term of this Agreement.

G. The fundamental interest of the District is, on a continuing basis, to be reasonably assured that Charter Corporation is: (1) successfully implementing the provisions of the Charter, as granted; (2) obeying all requirements of federal, state, and local law that apply to Charter School; (3) operating prudently and soundly in all respects, including fiscal and governance; and (4) providing a sound educational program for Charter School's students.

H. The Parties recognize and agree that Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against a pupil on the basis of the characteristics listed in Education Code § 220.

I. The Parties recognize that there are matters related to the operation of Charter School and the effective oversight of Charter Corporation that go beyond the provisions included in the Charter or that need further clarification. The District also acknowledges that the operation of Charter School is to be solely carried out by Charter Corporation. This Agreement is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of the District. Further, this Agreement is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationship.

J. If the terms of this Agreement conflict with the terms of the Charter, this Agreement will control while the District and Charter Corporation negotiate any necessary revisions to the Charter to achieve consistency.

II. AGREEMENTS

A. Terms and Incorporation into Charter

1. This Agreement shall govern the relationship between the District and Charter Corporation regarding the operation of Charter School.

2. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both Charter Corporation and the District.

3. The duly authorized representative of Charter Corporation is the Executive Director or any designee thereof.

4. The duly authorized representative of the District is the Superintendent or any designee thereof.

5. All communication regarding any aspect of the operation of Charter School shall be initiated by Charter Corporation with the Superintendent, unless the Superintendent delegates this function to another officer of the District. The authority of the Superintendent shall be as determined by the District's Board of Trustees. The Board of Trustees shall approve any material revisions to the Charter and any formal District actions that require Board action pursuant to statute or regulation as part of the statutory process governing charter revocation.

6. The term of this Agreement shall be for a period of five years from July 1, 2025, ("Effective Date") through June 30, 2030, which is concurrent with the term of the Charter granted to Charter School. Should the term of the Charter be extended by the California Legislature or the California Department of Education, the term of this Agreement shall remain in full force and effect until the conclusion of such term extension. Further, the term of this Agreement shall continue in full force and effect beyond the term of the Charter during any period when the District Board is the Charter School's chartering authority (whether approved directly or if designated by the State Board of Education to serve as the chartering authority) including during the pendency of any appeal of a denial of a renewal request or revocation of the Charter, unless and until such time as (a) the Parties agree that a replacement Agreement shall supersede and replace this Agreement and such replacement Agreement becomes effective; (b) the Parties

agree in writing that the Agreement is terminated; or (c) the Charter School ceases operating and relinquishes/loses its Charter for any reason and complies with all closure procedures (as set forth in the Charter, this Agreement, and/or the law) and any ongoing requirements of the Charter and/or this Agreement.

7. This Agreement is subject to approval by the District's Board of Trustees and Charter Corporation's Governing Board. The Parties shall review the terms of this Agreement annually and, by February 1 of each year, present proposed revisions to the Agreement, if any. If the Parties cannot agree to the proposed revisions by April 30 of that year, the existing Agreement will continue in effect until mutually modified. Nothing in this Section shall prevent either party from suggesting, proposing, or agreeing to a revision to this Agreement at any time during the year.

8. Upon final termination or revocation of the Charter, this Agreement shall automatically terminate.

9. Should Charter School commit a material violation of any of the conditions, standards, or procedures set forth in the Charter, fail to meet or pursue any of the pupil outcomes identified in the Charter, fail to meet generally accepted accounting principles, engage in fiscal mismanagement, or violate any law, the District shall have the right to revoke the Charter in accordance with Education Code § 47607 and its applicable regulations.

10. This Agreement is subject to early termination only as set forth herein or as otherwise permitted by law.

11. Renewal of the Charter shall be processed in accordance with the standards and requirements of applicable law, including Education Code §§ 47607 and 47607.2, as the same may be modified or replaced.

12. This Agreement is incorporated into the Charter and made a part thereof as if set forth in full in the Charter. A violation of the Agreement shall constitute a violation of the Charter, including for purposes of Education Code Section 47607 controlling charter revocation for material violations of a charter, to the same extent as if the requirement or provision was contained in the Charter itself. In the event of a conflict between the law and the terms of this Agreement, the law shall prevail, and any such conflicting terms shall be revised by mutual agreement of the parties or severed from this Agreement and nullified. In the event of a conflict between the Charter and this Agreement, the terms of this Agreement shall control and prevail and shall be interpreted and deemed to be updates and clarifications to the Charter. Where the Charter is silent on an issue, the Agreement serves to fill in any gaps. Where the language of the Charter is ambiguous, the Agreement is the document that governs interpretation of that language, where applicable.

B. <u>Operation of Charter School</u>

1. Charter School is a public charter school that shall be operated pursuant to the Charter and this Agreement, plus specific approved conditions, if any.

2. Charter School is authorized by the District to operate with grades K-12.

3. As of the effective date of the Charter, and subsequently at all times it is operational, Charter School and/or Charter Corporation will post and/or update the required information, including

that set forth below, on Charter School's and/or Charter Corporation's website. Charter School and/or Charter Corporation will update the posting within ten days whenever the information changes.

a. The names and contact information for the principal contacts for Charter School; and

b. The names and contact information for Charter School's and/or Charter Corporation's management/operational leadership and for Charter School's and/or Charter Corporation's Governing Board.

4. Charter School and/or Charter Corporation shall provide the District with written notice whenever information changes, including any change in the directors, officers, administrators, and management, as soon as possible and in no event later than ten days after the change.

C. Governance

1. Charter School shall operate consistently with Education Code § 47604(a) and (b). Charter Corporation acknowledges, as is stated in its Charter, that it is a separate legal entity. Per Education Code Section 47604(d), the District is not liable for the debts or obligations of Charter Corporation or Charter School or for claims arising from the performance of acts, errors, or omissions by Charter Corporation or Charter School if the District has complied with all oversight responsibilities required by law, including, but not limited to, those required by Education Code Section 47604.32 and Education Code Section 47605(m).

2. The Parties further recognize that, consistent with the Charter, Charter Corporation has obtained and maintains status as a nonprofit public benefit corporation as provided in Education Code § 47604 for the operation of Charter School.

3. The District reserves the right to have a single representative on Charter Corporation's Governing Board in accordance with Education Code § 47604(c), which representative shall be a full voting member of the Charter Corporation's Governing Board (unless the District specifically determines the representative shall be nonvoting) below with no restrictions or limitations on their service. The appointment and/or removal of such a representative is in the sole discretion of the District Board or designee, and the Charter Corporation and Charter School shall have no authority over the identity, length of service, appointment, or removal of any such representative.

4. Charter Corporation's Governing Board shall conduct public meetings within the physical boundaries of Fresno County at such intervals as are necessary to ensure the Board is providing sufficient direction to Charter Corporation and Charter School through implementation of effective policies and procedures. Charter Corporation shall establish a two-way teleconference location at each Charter School site.

5. Meetings of Charter Corporation's Governing Board and all legislative bodies of the Charter School (as defined in the Brown Act) will be conducted in compliance with the requirements of the Ralph M. Brown Act (Government Code § 54950 et seq.) (the "Brown Act").

6. Charter Corporation shall ensure that all members of its Governing Board, Charter School's leadership, Charter School's primary financial contact, and any other Charter School staff deemed appropriate by Charter Corporation have participated in annual training on the requirements of the Brown Act, Government Code Section 1090, the Political Reform Act, and

the California Public Records Act. Additionally, the Charter Corporation's Governing Board shall undergo ethics training as required by law. Verification of such training shall be provided to the District. The Brown Act portion of this training shall include training regarding the rights of the public, including but not limited to the rights to attend, speak, criticize the Charter School, Charter Corporation, and its legislative bodies, to video record, audio record, and/or broadcast the meetings, and to access writings for discussion or consideration at a public meeting. All such training shall be conducted by an individual or entity with demonstrated or professional knowledge and expertise in the applicable law, regulations, and rules, and shall not be conducted by a board member or employee of the Charter School, other than an attorney employed by the Charter School. Any new board member or designated employee shall undergo such training within 90 days of taking the position at the Charter School.

7. Copies of meeting agendas and minutes for meetings of Charter Corporation's Governing Board and all "legislative bodies" of the Charter Corporation/Charter School as defined by the Brown Act, shall be provided to the District at the time the earlier of the time they are distributed to all or a majority of the Charter Board or are posted on the Charter School's website pursuant to the Brown Act. This provision shall be deemed to have been met when the agenda, including all backup materials distributed to the Charter Board that are not exempt from public disclosure and minutes are posted to the Charter School's website if it is concurrent with distribution to a majority of Charter Board members.

8. Charter Corporation shall post all backup materials that are not exempt from public disclosure related to agenda items for meetings of all "legislative bodies" of the Charter Corporation/Charter School as defined by the Brown Act to its website with the pertinent agenda at or before the time they are distributed to all or a majority of the members of the legislative body.

D. <u>Required Governance Documentation</u>

1. Charter Corporation shall provide the District with all documents specified in Epicenter, as that list may be periodically updated by the District, with submission by the dates specified in Epicenter. The list below is by way of example, with the specifically required documents and due dates as identified in Epicenter. Nothing herein shall limit the District's authority to make reasonable requests for and receive copies of additional documents related to Charter School and/or Charter Corporation's operations or limit Charter School's obligation to provide any different or additional information or documents as may be required by law or regulation.

   a. Articles of Incorporation;

   b. Bylaws;

   c. Conflict of Interest Code;

   d. Roster of Charter Corporation's Governing Board;

   e. Schedule of Governing Board meetings;

   f. Name and contact information for Charter School's leadership (e.g., principal, executive director, and/or head of school);

g. Name and contact information for Charter School's primary financial contact (e.g., CFO, COO, accountant, or back-office financial services provider); and

h. Facilities Use Agreement(s)/Lease(s) and/or other documentation relating to the facility(ies) in which Charter School is located and/or operates from.

2. Charter Corporation shall provide up-to-date versions of all required documents by September 1st of each year, or as otherwise specified.

3. In the event Charter School revises any of the documents it is required to submit, it shall send an updated version to the District within ten (10) business days of the date the change is approved by Charter Corporation's Governing Board.

4. Charter Corporation shall promptly respond to all reasonable inquiries by the District and any other authorized agency, including but not limited to financial inquiries related to Charter School.

E. <u>Admissions, Recruitment, and Enrollment</u>

1. The Charter School shall comply with Education Code Sections 47605, 200, 220, 231.5, and Government Code Sections 12940 and 11135.

2. As of the effective date of the Charter, and at all times it is operational during the Charter term, Charter School shall have the following enrollment and admissions information posted on Charter School's website and shall update the posting as quickly as possible whenever the information changes:

   a. Procedures and timeline for enrollment, admission, and the public random drawing, which shall include, but not be limited to, an assurance that Charter School will provide enrollment preferences as specified in the Charter and in compliance with Education Code § 47605(e)(2)(B).

   b. Descriptions of outreach and recruitment activities to reach the target population.

   c. Evidence that enrollment preferences and public random drawing preferences are consistent with the Charter and all applicable federal and state laws.

   d. A copy of the application and enrollment forms and information provided to prospective pupils, parents, and legal guardians, without the need to create an account, password, or otherwise register or identify oneself to view the application and information about the enrollment process.

   e. Notice that Charter School complies with all requirements not to discourage a pupil from enrolling or seeking enrollment as developed by the California Department of Education.

   f. Process for a pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, including procedures for notifying the superintendent of the school district of the pupil's last known address within 30 days per Education Code § 47605(e)(3).

3. Charter School shall make a serious and consistent effort to recruit students to Charter School to: (1) achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including re-designated fluent English proficient pupils, that is reflective of the general population residing within the District; and (2) to fulfill its mission to serve pupils from communities throughout Fresno County. At least annually, Charter School shall audit, assess, and review the results of its outreach and recruitment plan in order to determine the effectiveness of its efforts to achieve the pupil balance provided for in the Charter Schools Act and modify its plan, including recruitment and outreach efforts, to improve the effectiveness of its plan as necessary.

F. <u>Funding</u>

1. Charter School has elected to receive the state aid portion of Charter School's total Local Control Funding Formula ("LCFF") allocation directly pursuant to Education Code § 47651.

2. Funding shortfalls shall be the Charter Corporation and Charter School's responsibility.

3. Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the LCFF under Education Code § 42238 *et seq*. LCFF funding shall be apportioned by Average Daily Attendance (ADA). Charter School shall be responsible for providing the California Department of Education with all data required for funding. LCFF funding shall not include:

   a. Programs for which Charter School is required to apply separately, such as summer school.

   b. Special education programs, which funds are allocated to the Special Education Local Plan Area (SELPA) with which Charter School is affiliated.

   c. Charter School shall be funded directly from the state for its share of lottery funds. A portion of lottery funds must be spent on instruction, as dictated by the state.

4. In addition to LCFF funding, Charter School may receive Block Grant Funding for eligible expenses consistent with state law. It shall be Charter School's responsibility to independently apply for funding beyond the basic statutory entitlements of the base grant due to Charter School under LCFF.

5. Charter School may be eligible for federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of Charter School's pupils for such funding.

6. Charter School may receive funding from new or one-time funding sources available to schools or school districts provided by the State of California to the extent Charter School and its pupils generate such entitlements. Additionally, Charter School may apply for private grants.

7. Grants written by and obtained by Charter School shall come directly to Charter School and shall not go through the District or be subtracted from the resources the District would otherwise have allocated to Charter School.

8. In addition to LCFF funding specified herein, the Parties recognize the ability of Charter School to pursue additional sources of funding.

9. If the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of Charter School, the District will receive a percentage of such funds to be allocated to Charter School. The District will charge the maximum indirect cost as allowed under law or the grant. Funds shall be allocated to Charter School on a prorated basis related to the formula that generates the funds. For example, if funds are generated on a per eligible student basis, they shall be allocated to Charter School on a per eligible student basis, minus the administration fee (e.g., indirect charge fee) charged by the District.

10. Charter School shall cooperate fully with the District in applications made by the District on behalf of Charter School's pupils.

11. Charter Corporation and Charter School agree to comply with all applicable laws and regulations related to expenditures and receipt of funds.

12. Charter School may also be entitled to a variety of state and federal application-based programs, as well as various grant opportunities. It shall be the responsibility of Charter School to apply for any and all funding beyond the base statutory entitlement.

13. The District shall annually transfer to Charter Corporation funding in lieu of property taxes in monthly installments no later than the 15th of each month pursuant to Education Code § 47635.

14. Pursuant to Education Code § 47604(d), Charter School agrees that all loans received by Charter School shall be the sole responsibility of Charter School and the District shall have no obligation for repayment and Charter School shall not indicate or represent that the District is a party to or has any obligation relative to any loan or loan application. Charter Corporation is to operate Charter School in a financially sound fashion. It is agreed that all loans sought by Charter Corporation for Charter School shall be authorized in writing in advance by Charter Corporation and shall be the sole responsibility of Charter Corporation. In no event shall the District have any obligation for repayment of such loans.

15. Charter Corporation and Charter School shall use all revenue received from state and federal sources only for the educational services of Charter Corporation and Charter School and for the benefit of the pupils enrolled and attending Charter School. Sources of funding must be used in accordance with applicable state and federal statutes and the terms or conditions, if any, of any grant or donation.

16. Charter Corporation and the District agree to negotiate on a case-by-case basis for additional funding pursuant to Education Code § 47636.

17. This Funding section, as well as all other sections of this Agreement, shall be applied consistently with the statutes and regulations applicable to charter schools, which may from time to time be amended or modified by the Legislature or the State Board of Education. Nothing contained in this Agreement shall be deemed a waiver by either party of the rights and obligations under these laws.

18. The District shall not advance any funds to Charter Corporation for Charter School. In addition, the District shall not act as or provide a line of credit to Charter Corporation for Charter School.

19. Charter Corporation on behalf of Charter School shall seek reimbursements of its mandated costs, if any, directly from the state.

20. In the event the District seeks and receives a voter-approved bond, parcel tax, etc., Charter School and/or Charter Corporation shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing by the Parties. The Parties shall meet sufficiently in advance of any action by the District to pursue such measures so as to advise Charter Corporation and to determine the positions of the Parties. Charter Corporation agrees that it and Charter School have no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.

G. Legal Relationship

1. The Parties recognize that Charter Corporation is a separate legal entity that operates Charter School under the supervisorial oversight of the District.

2. Charter Corporation shall be wholly responsible for Charter School's operations and shall manage its operations efficiently and economically pursuant to its annual budget. The District shall not be liable for the debts or obligations of Charter School or for claims arising from the performance of acts, errors, or omissions by Charter School if the District has complied with all oversight responsibilities, including, but not limited to, those required by Education Code §§ 47604.32 and 47605(m).

3. Charter School shall retain the right to use its own legal counsel and shall be responsible for procuring such counsel and paying all associated costs and fees.

4. Neither Charter School nor Charter Corporation shall have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. Charter School shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom Charter School enters into an agreement or contract for goods or services that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the District.

5. Notwithstanding any other indemnification provisions contained in this Agreement, Charter School and Charter Corporation agree, acknowledge, and accept full responsibility and liability for their policies, requirements, processes, and procedures, including their admissions policies and procedures and public random drawing requirements, policies, and procedures. Charter Corporation shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its trustees, officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "the District and District Personnel") from and against any and all actions, suits, proceedings, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys' fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District and District Personnel, that may be asserted or claimed by any person, firm, association, or entity arising out of, in whole or in part, or in connection with, the District's approval of Charter School's or Charter Corporation's Charter, Charter School's or Charter Corporation's performance under the Charter, Charter School's or Charter Corporation's performance under this Agreement or any acts or errors or omissions by Charter School or Charter Corporation, their officers, directors, administrators, employees, attorneys, agents, representatives, volunteers, successors and assigns, including, but not limited to, arising out of Charter School's policies and procedures, such as its application requirements, admission policies and procedures, and public random drawing procedures.

6. To the extent required by law, Charter Corporation and Charter School agree to comply at all times with all applicable state and/or federal laws (which may be amended from time to time), including, but not limited to, those set forth in Education Code § 47604.1 and the following:

   a. The Ralph M. Brown Act (Government Code § 54950 *et seq.*);

   b. The California Public Records Act (Government Code § 7920.000 *et seq.*);

   c. Conflict of interest laws applicable to charter schools, including without limitation, the Political Reform Act and its administration by the California Fair Political Practices Commission (Government Code § 81000 *et seq.*);

   d. Government Code § 1090 *et seq.*, as set forth in Education Code § 47604.1;

   e. The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g);

   f. The Child Abuse and Neglect Reporting Act (Penal Code § 11164 *et seq.*);

   g. The Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 *et seq.*);

   h. The Americans with Disabilities Act ("ADA") and the Americans with Disabilities Act Amendments Act of 2008 ("ADAAA") (42 U.S.C. § 12101 *et seq.*);

   i. The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;

   j. The California Fair Employment and Housing Act ("FEHA") (Government Code § 12900 *et seq.*);

   k. The Age Discrimination in Employment Act ("ADEA") (29 U.S.C. § 621 *et seq.*);

   l. Section 504 of the Rehabilitation Act of 1973 (29 U.5.C. § 794 *et seq.*);

   m. Education Code § 220 (prohibiting discrimination); and

   n. The Uniform Complaint Procedures (5 CCR § 4600 *et seq.*).

7. Charter Corporation agrees that all of its records that relate in any way to the operation of Charter School, including those submitted to the District, shall be treated as public records subject to the requirements of the Public Records Act, as well as Education Code § 47604.3.

H. <u>Fiscal Relationship</u>

1. <u>Oversight Obligations</u>. The District's oversight obligations include, but are not limited to, the following:

   a. Review and revision of this Agreement, and subsequent agreements, to clarify and interpret the Charter, and any revisions to the Charter and the relationship between Charter School and the District.

b. Monitoring performance and compliance with the Charter and with applicable laws, including the following:

   i. Identifying at least one staff member as a contact person for Charter School;

   ii. Visiting Charter School at least annually;

   iii. Ensuring that Charter School complies with all reports required of charter schools by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Education Code § 47606.5;

   iv. Monitoring the fiscal condition of Charter School; and

   v. Conducting the Charter revocation process, as necessary, pursuant to Education Code § 47607 and its applicable regulations, including investigating alleged violations, holding a public hearing, and monitoring efforts to cure.

   vi. Providing timely notification as set forth in Education Code § 47604.32(a)(5) to the California Department of Education if any of the following circumstances occur or will occur with regard to Charter School: renewal of the Charter is granted or denied; the Charter is revoked; or Charter School will cease operation for any reason.

2. Charter School shall promptly respond to all reasonable inquiries of the District regarding Charter School's financial records.

3. For purposes of fiscal oversight and monitoring by the District not covered in the financial reporting section, Charter Corporation shall provide the District with a copy of documents, data and reports in the reasonable form and at the times specified by the District.

4. Charter Corporation shall provide such other documents, data and reports as may be reasonably requested or required by the County Superintendent of Schools, including the annual reports set forth in Education Code § 47604.33, which must be prepared and submitted to the District and the County Superintendent of Schools.

5. The District shall use any financial or other information it obtains from Charter Corporation and Charter School, including, but not limited to, the reports required by Education Code § 47604.33, to perform its duties described in Education Code § 47604.32(a), including monitoring the fiscal condition of Charter School.

6. It is recommended that Charter School maintain a minimum ending fund balance of not less than 3% as a reserve for economic uncertainties.

7. Oversight Services. Charter Corporation shall pay the District an amount equal to one percent (1%) of Charter School's revenues (excluding any monies for which the District has received as indirect cost rate charge) to cover the actual cost of supervisorial oversight. Charter School's revenue means the LCFF entitlement. This is the amount received in the current fiscal year from the LCFF calculated pursuant to Education Code § 42238.02, as implemented by Education Code § 42238.03. Payment shall be made by Charter Corporation monthly, at the same time as the in-lieu property taxes are distributed by the District.

8. The Parties agree the District shall not act as fiscal agent for Charter Corporation or Charter School. It is agreed Charter Corporation shall be solely responsible for all fiscal services for Charter School, including payroll, purchasing, attendance reporting, and completion and submission of state budget forms. The District shall process and transfer to Charter Corporation all payments received by the District for Charter School in a timely fashion.

9. To the extent Charter Corporation wishes to contract with the District for any services to Charter School beyond those specified in this Agreement, a separate written contract with the District shall be required and the costs of such services shall be paid in full by Charter Corporation.

I. Financial Reporting

1. Budget Data

   a. The Charter Corporation shall provide the District for review a preliminary budget and supporting documents on or before May 15th of each year. All key budget variables, including revenue, expenditure, debit, and beginning and ending balance variables shall be defined. The District and Chater Corporation will continue to communicate during the period between this submission and the County Superintendent of School's July 1st annual deadline for submission of the Charter Corporation's final adopted budget. Any changes the Charter Corporation makes to the preliminary budget shall be communicated to the District within one business day.

   b. The adopted budget and signed certification following approval by the Charter Corporation's Governing Board shall be provided to the District for review the day after it is approved and must be provided no later than June 25th of each year.

   c. A copy of Charter Corporation's adopted budget guidelines, fiscal policies, and internal controls shall be provided to the District within four weeks of this Agreement being approved by both Parties followed by annual updates on or before June 30th of each year. The District will include additional reminders of fiscal deadlines and electronic documentation as needed using EpiCenter or a similar tool.

2. Cash Flow Data

   a. Cash flow projections shall be submitted with each interim financial report, as detailed below.

   b. The District shall be notified at least three (3) weeks in advance (or a shorter time period upon showing of good cause by Charter School) of any action by Charter Corporation's Governing Board to incur short- or long-term debt. Financing documents shall be made available for the District's review upon request. This report regarding issuance of debt must include financial details and conditions of such debt, including but not limited to, a resolution by the Charter Corporation's Governing Board defining the nature of the debt, and the terms specified in a loan agreement or debt instrument. The District shall not provide advice on debt issuance or financial transactions of the Charter Corporation, and nor shall the reporting of this information to the District be construed as the District approving or endorsing such action on behalf of the Charter Corporation. The Parties acknowledge and agree that the issuance of debt by or on behalf of the Charter Corporation shall not obligate the District to pledge any funds or security for the repayment of the debt

or to make any appropriation for the repayment of such debt or otherwise impose any responsibility or liability for any such debt on the District, except as specifically otherwise agreed in writing.

c. The District shall provide Charter Corporation with in-lieu property tax estimates and other available financial data necessary for Charter Corporation to meet its budget and fiscal obligations outlined in this Agreement and in applicable law within a reasonable period of time after a written request by Charter Corporation, but in no case later than 30 days thereafter.

3. Financial Data

a. The first interim financial report and signed certification shall be prepared and submitted to the County Superintendent of Schools on or before December 15th of each year. Charter Corporation shall provide the District with its first interim financial report and signed certification approximately one (1) month prior to the County Superintendent of Schools' submission deadline. This first interim financial report shall reflect changes through October 31st.

b. The second interim financial report and signed certification shall be prepared and submitted to the County Superintendent of Schools on or before March 15th of each year. Charter Corporation shall provide the District with its second interim financial report and signed certification approximately one (1) month prior to the County Superintendent of Schools' submission deadline. This second interim financial report shall reflect changes through January 31st.

c. The third interim financial report and signed certification shall be prepared and submitted to the District on or before June 1st of each year, if deemed necessary. This third interim financial report shall reflect changes through April 30th.

d. The final unaudited financial report and signed certification for the full prior year shall be prepared and submitted to the County Superintendent of Schools on or before September 15th of each year. Charter Corporation shall provide the District with its unaudited financial report and signed certification approximately one (1) month prior to the County Superintendent of Schools' submission deadline.

4. Financial Audit

a. Charter Corporation shall provide a copy of Charter School's audited financial report to the District, the County Superintendent of Schools, the State Controller, and the California Department of Education by December 15th of each year.

b. Audit exceptions or deficiencies identified in the audit report shall be addressed by Charter School through the development of a corrective action plan outlining how and when they will be resolved to the District's satisfaction. The corrective action plan shall be provided to the District by January 15th of each year or within four weeks following the finalization of the audited financial report, whichever is later.

J. Attendance Reporting

1. Charter Corporation shall use commercially available attendance accounting software (such as Power School, etc.) for student attendance accounting at Charter School.

2. Charter Corporation, on behalf of Charter School, shall submit enrollment and attendance data as required to receive apportionment of funding according to the specified deadlines. The District's staff shall review and certify the accuracy of Charter School's attendance data submitted by Charter Corporation only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to Charter School.

3. Student data covering demographic suspensions and expulsions, and program participation, etc., are needed for effective oversight responsibilities as well as timely and efficient state and federal reporting on behalf of the District and charter schools. Consequently, Charter School shall adhere to the following:

   a. Charter School shall submit student enrollment projections to the District by March 1st of the preceding school year.

   b. Charter Corporation shall submit monthly summary reports of enrollment no later than five business days following the close of the period.

   c. Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit.

   d. Charter School shall provide copies of P-1 and P-2 and annual state attendance reports to the District by January 15th, April 30th, and June 20th, respectively, of each year.

   e. Charter School shall provide to the District copies of amended state attendance reports, if any, within three weeks of discovery of the need for making such an amendment.

K. Students with Disabilities

1. Section 504 of the Rehabilitation Act of 1973 & Americans with Disabilities Act of 1992

   a. The Charter Corporation shall comply with Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act of 1992 ("ADA"), all Office for Civil Rights mandates for students enrolled in charter schools, and any other applicable state and federal anti-discrimination laws to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter Corporation.

   b. The Charter Corporation shall be solely responsible, at its own expense, for its compliance with Section 504 and the ADA. The Charter Corporation shall adopt and at all times maintain a current Section 504 policy, procedure, and forms. By September 1 of each year, the Charter Corporation shall designate a Charter Corporation employee responsible for Section 504 and ADA compliance and notify the District, in writing, of the name of the responsible individual.

c. The Charter Corporation shall ensure compliance with its procedures and Section 504 for disciplinary action against disabled students.

2. Special Education and Related Services under the Individuals with Disabilities Education Act (IDEA)

   a. The Charter Corporation has elected to be its own local education agency ("LEA") and member of the El Dorado Charter Special Education Local Plan Area ("SELPA") in conformity with Education Code § 47641(a). As such, the Charter Corporation shall be solely responsible for all aspects of compliance with state and federal special education laws, including, but not limited to, the IDEA and California Education Code and their implementing regulations. Additionally, the Charter Corporation shall be responsible for ensuring the provision of special education and related services consistent with students' individualized education programs ("IEPs").

   b. The Charter Corporation understands that any modification to its status as an LEA, including seeking membership in another SELPA, requires written notice to the District and modification of this Agreement.

   c. The Charter Corporation understands that no special education and related services, nor any other responsibilities under the IDEA, will be provided by the District to Charter School students, regardless of the school district of residence of the students.

3. The Charter Corporation agrees that all pupils shall have access to Charter School, no student shall be denied admission due to disability, and admission preferences shall not result in limiting enrollment access for pupils with disabilities. The Charter Corporation agrees it shall have the means in place to achieve a balance of special education pupils that is reflective of the general population residing within the territorial jurisdiction of the District and that it will comply with all applicable state and federal laws related to students with disabilities.

4. The Charter Corporation's insurance obligations pursuant to the Charter and/or this Agreement, specifically including all requirements to provide insurance coverage for the District and District Personnel, shall extend with full force and effect to any and all matters in any way related to or arising from compliance with Section 504, the ADA, and/or the IDEA, the provision of services to students with disabilities, and access to the Charter School and its facilities pursuant to said laws.

5. Complaints. The Charter Corporation shall respond to and investigate all complaints received involving students with disabilities, including, but not limited to, any complaints under the IDEA, Section 504, ADA, and/or California Education Code. The District shall have no involvement in any complaints relating to students with disabilities and compliance, unless the District determines its involvement is necessary as a result of its oversight responsibilities.

6. Indemnity. The Charter Corporation agrees to defend, indemnify, and hold harmless the District and District Personnel from any liabilities, claims, demands, and attorneys' fees and costs arising out of, or in any way related to, compliance with the IDEA, Section 504, ADA, Education Code, and/or similar law, including the provision of special education and related services and access to the Charter School and its facilities. The Charter Corporation further agrees to defend, indemnify, and hold harmless the District and District Personnel from any liabilities, claims, demands, and attorneys' fees and costs arising out of, or in any way related

to, any special education and related services that may have been previously provided to the Charter Corporation by the District.

L. Insurance and Risk Management

1. No coverage shall be provided to the Charter School/Charter Corporation by the District, including self-insured programs or commercial insurance policies. It shall continue to be the Charter School/Charter Corporation's responsibility, not the District's, to monitor its vendors, contractors, partners, or sponsors for compliance with the insurance requirements.

2. The Charter School/Charter Corporation shall purchase and maintain in full force and effect at all times during the term of its Charter and any renewal thereof and/or this Agreement, unless and until alternative insurance requirements may be agreed upon by the chartering authority, insurance in amounts and types and subject to the terms approved by the District's risk manager and as specified below. The Charter School/Charter Corporation's obligations to acquire and maintain insurance as provided in this section of the Agreement shall survive the revocation, expiration, termination, or cancellation of the Charter and/or this Agreement or any other act or event that would end the Charter School/Charter Corporation's right to operate as a charter school pursuant to its Charter or cause the Charter School/Charter Corporation to cease operations until the Charter School/Charter Corporation has fully complied with the Closure Procedures set forth in the Charter and/or this Agreement and any additional closure procedures required by law, regulation, or required by the CDE.

3. Without limiting the Charter and/or this Agreement and/or the defense, indemnity, and hold-harmless obligations of the Charter School/Charter Corporation, throughout the life of the Charter, the Charter School/Charter Corporation shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A or A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

   COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: "bodily injury," "property damage," "advertising injury," and "personal injury," including, but not limited to, coverage for products and completed operations, with combined single limits of not less than $2,000,000 per occurrence and $5,000,000 in the aggregate. This coverage will be on an occurrence basis. Additionally, Excess Liability coverage, sometimes known as umbrella coverage, shall be procured in the amount of $10,000,000 per occurrence.

   A. General Liability Insurance Endorsement Negligence Related to Sexual Abuse or Molestation providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of sexual abuse with liability coverage of $10,000,000 per occurrence. Such insurance must include coverage for sexual abuse perpetrated by a student, students in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible. This policy shall be endorsed specifically to include coverage for any and all contractors, invitees, or others hired by or permitted to be on campus and/or otherwise have access to Charter School students.

B. General Liability Insurance Endorsement Negligence providing coverage for allegations of wrongful acts or negligence should an injury occur. Such coverage shall provide for defense with liability coverage of $10,000,000 per occurrence. Such insurance must include coverage for corporal punishment perpetrated by a student in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.

SCHOOL BOARD LEGAL LIABILITY and ERRORS AND OMISSIONS $5,000,000.00 per occurrence, with an aggregate policy limit of $10,000,000. School board legal liability (SBLL) insurance protects school board members, employees, and administrators from claims of wrongful acts. It is also known as educators' legal liability (ELL) insurance.

EMPLOYEE BENEFITS LIABILITY insurance and/or coverage which shall include coverage for errors and omissions in the administration of an employee benefit program. Such coverage shall be in an amount not less than $ 1,000,000 per occurrence and $1,000,000 in the aggregate.

PROPERTY insurance and/or coverage, which shall include: (a) coverage for real property on an "all risk" basis with full replacement cost coverage and code upgrade coverage if the Charter School/Charter Corporation or a related or associated entity owns the site and/or the improvements on the site, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of the Charter School/Charter Corporation. If any District property is leased, rented, or borrowed, it shall also be insured by the Charter School/Charter Corporation in the same manner as (a), (b), and (c) above.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than $5,000,000 per person and per occurrence.

WORKER'S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits.

FIDELITY BOND coverage shall be maintained by the Charter School/Charter Corporation to cover all Charter School/Charter Corporation employees who handle, process or otherwise have responsibility for Charter School/Charter Corporation funds, supplies, equipment or other assets. Minimum amount of coverage shall be $1,000,000 per occurrence.

CYBER LIABILITY coverage for both electronic and non-electronic data breach of $1,000,000 per occurrence with an aggregate limit of not less than $2,000,000.

4. Charter School/Charter Corporation shall be responsible, at its sole expense, for separately insuring its personal property.

5. All of the insurance and/or coverage required by the Charter and/or the foregoing provisions of this Agreement shall: (a) be endorsed to name the District, officers, Board or Superintendent appointed groups, committees, boards, and any other Board or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors,

and assigns (collectively hereinafter the "District and the District Personnel") as additional insureds; (b) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the District and/or by the District Personnel shall be in excess of the Charter School/Charter Corporation's insurance and/or coverage required by the Charter and/or the foregoing provisions of this Agreement and shall not contribute with the primary insurance and/or coverage to be provided by the Charter School/Charter Corporation; (c) shall be on an "occurrence" basis rather than a "claims made" basis, excepting only educators' legal liability and errors and omissions insurance and/or coverage, which shall be on a "claims made" basis; and (d) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

6. Each policy of insurance and/or memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement shall be endorsed to state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to the District by U.S. Mail, certified, or by personal delivery. In addition to such notice provided to the District by the insurer, the Charter School/Charter Corporation shall also provide the District with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement, and any permitted change to any policy of insurance or memorandum of coverage shall be evidenced in accordance with the Verification of Coverage requirements below. If at any time any policy of insurance or memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, the Charter School shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code Section 47607 and/or shall become void at the District's option.

7. The coverage and limits required hereunder and/or District's acceptance of the insurance and/or coverage required by the provisions of this Agreement shall not in any way limit the liability or responsibility of the Charter School/Charter Corporation or any insurer or joint powers authority to District.

8. Each policy of insurance and/or memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement shall be endorsed to state that all rights of subrogation against the District and/or the District Personnel are waived.

9. VERIFICATION OF COVERAGE

The Charter School/Charter Corporation shall provide to the District duplicate originals of each policy of insurance and/or each memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement, including all declarations, forms, and endorsements, which shall be received and approved by the District risk manager within thirty (30) days of the approval of this Agreement and by July 1 and January 7 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the District for such documents. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of duplicate originals and original endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of the Charter School/Charter Corporation to defend, indemnify, and hold harmless the District and the District Personnel.

10. DEDUCTIBLES AND LIMITS OF LIABILITY

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the Charter and/or the foregoing provisions of this Agreement shall not reduce or limit the obligation(s) of the Charter School/Charter Corporation to defend, indemnify, and hold harmless the District and the District Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the Charter and/or the foregoing provisions of this Agreement shall not be reduced by or apply to defense costs or attorney's fees incurred to defend against covered claims.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the Charter and/or the foregoing provisions of this Agreement must be declared to and approved by the District.

11. If Charter School/Charter Corporation maintains broader coverage and/or higher limits than the minimums shown herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Charter School/Charter Corporation. Charter School/Charter Corporation's liability policy or policies must provide all liability Charter School/Charter Corporation is required to insure against by law and is authorized to insure against.

12. The Charter School/Charter Corporation and District anticipate that the required levels and types of insurance coverage required to meet the District's risk management standards may change over time. Charter School/Charter Corporation agrees to maintain such insurance as may be required by the District, the terms of which may be updated annually by the District, or more frequently with Charter School/Charter Corporation's agreement, and they shall enter into an amendment to this Agreement to revise the terms of the required coverage should the District determine such an amendment or addendum is preferred.

13. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent or their designee. The minimum insurance requirements as specified herein do not represent a determination by District that the coverage is adequate or sufficient to protect Charter School/Charter Corporation from risk related to its operations, and

Charter School/Charter Corporation must determine whether and what additional coverage may be appropriate for its operations.

14. The Charter School/Charter Corporation shall notify the District of any litigation or legal action taken or claims made by any party against the Charter School/Charter Corporation or any employee, including but not limited to any special education complaint or due process hearing or any complaint filed with the Public Employees Relations Board, within 15 days of the Charter School/Charter Corporation's receiving notice. The Charter School/Charter Corporation shall promptly respond to all reasonable inquiries from the District regarding any claims against the Charter School/Charter Corporation and/or any obligation of the Charter School/Charter Corporation under the foregoing provisions of this Agreement. The Parties recognize that some records relating to claims and litigation may be confidential and thus not disclosable to the District, though the confidentiality of particular records does not limit the Charter School/Charter Corporation's obligation to report to the District the existence of the litigation, legal action, or claim.

15. The Charter School/Charter Corporation shall promptly respond to all inquiries from the District regarding any claims against the Charter School/Charter Corporation and/or any obligation of the Charter School/Charter Corporation under the foregoing provisions of this Agreement.

16. The above-described provisions set forth the minimum standards for insurance to be acquired and maintained by the Charter School/Charter Corporation, but the District does not provide risk management services to the Charter School/Charter Corporation and nothing herein shall be construed as the District advising the Charter School/Charter Corporation regarding the sufficiency of such coverage to protect the Charter School/Charter Corporation's interests.

17. Health benefits plans and policies shall be provided, upon request, to the District within eight weeks of mutual approval of this Agreement and thereafter annually by no later than two weeks prior to the commencement of each school year.

M. <u>Indemnification</u>

1. To the fullest extent permitted by law, the Charter School/Charter Corporation agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to District, and hold harmless the District, officers, Board or Superintendent appointed groups, committees, boards, and any other Board or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns ("Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney's fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission on the part of the Charter School/Charter Corporation, and/or on the part of the board of directors, officers, board appointed groups, committees, boards, and any other Charter School/Charter Corporation appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of the Charter School/Charter Corporation arising from or in any way relating to the performance of and/or to the failure to perform in whole or in part any obligation under the Charter and/or this Agreement and/or in any way related to the operation or operations of the Charter School/Charter Corporation or of any other facility, program, or activity.

2. The obligations of the Charter School/Charter Corporation to defend the District and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claims, demands, actions, causes of action, or suits within the scope of these provisions of the Charter and/or this Agreement. However, nothing in this provision shall be construed to obligate the Charter School/Charter Corporation to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee's sole negligence or from an Indemnitee's willful misconduct where such sole negligence or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the sole negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of the Charter School/Charter Corporation shall be for that portion of the loss(es) not due to the sole negligence or the willful misconduct of such Indemnitee(s).

3. The Charter School/Charter Corporation further specifies that its indemnification, defense, and hold harmless obligations pursuant to the Charter and this Agreement extend with full force and effect to indemnify, defend, and hold the Indemnitees harmless from any and all financial obligations in the event of an unbalanced budget and to any and all matters in any way related to or arising from compliance with the IDEA, Section 504, the Americans with Disabilities Act, and the provision of services to students with special needs and access to the Charter School/Charter Corporation and its facilities..

4. The Charter School/Charter Corporation's obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this section of this Agreement, shall survive the revocation, expiration, termination, or cancellation of the Charter and/or this Agreement or any other act or event that would end the Charter School's right to operate as a charter school pursuant to its Charter or cause the Charter School/Charter Corporation to cease operations.

5. Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authorizing entity has complied with all oversight responsibilities required by law.

6. The Charter School shall at all times be operated by or as a nonprofit public benefit corporation. Nothing in this paragraph shall serve to reduce or excuse the Charter School/Charter Corporation's obligations to obtain and maintain the insurance required by the Charter and/or this Agreement and/or its obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in the Charter and this Agreement.

N. <u>School Safety Plan</u>

1. Charter School shall have a school safety plan that includes the safety topics listed in Education Code § 32282(a)(2)(A) to (N) as required by Education Code § 47605(c)(5)(F) and including an instructional continuity plan in conformance with Education Code § 32282(3).

2. A copy of Charter School's school safety plan shall be provided to the District two weeks prior to commencement of the first school year and when reviewed and updated annually by March 1st of each year.

The school safety plan shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address Charter School's procedures for complying with existing laws related to school safety including, but not limited to, the safety topics listed in Education Code § 32282(a)(2)(A)-(N).

O. Human Resources Management

1. All staff working at Charter School are employees of Charter Corporation, which shall have sole responsibility for employment, management, salary, benefits, dismissal, and discipline of its employees.

2. Charter Corporation is deemed the exclusive public employer of the employees of Charter School for the purposes of the Educational Employee Relations Act (EERA) under Government Code § 3540 *et seq.* and will be considered the public school employer of the employees at Charter School for purposes of collective bargaining.

3. Actual staffing data shall be provided to the District, upon request. Teacher credentials and permits shall be maintained on file at Charter School and shall be subject to annual inspection by the District. Copies of credentials and a list of teaching and class assignments for each teacher shall be made available by Charter School through the California Statewide Assignment Accountability System (CalSAAS). Charter School shall also work cooperatively with the District's credentialing office to complete and maintain as current, at the commencement of each school year and upon the hiring of any new certificated employee, or at other times as the District may request, the District's documentation of credentials of all Charter School credentialed staff and of the teaching and class assignments for each teacher at the Charter School.

4. Charter School shall comply with the credentialing requirements for teachers at Charter School set forth in Education Code § 47605(l) as well as any applicable federal laws. Charter School will provide written verification of compliance with Education Code § 47605(l) to the District at the commencement of each school year.

5. Certificated and noncertificated employee salary schedules shall be provided to the District upon request. A copy of Charter Corporation's personnel and payroll policies shall be provided annually by September 1st. Copies of individual employment contracts shall be maintained on file at Charter School and shall be subject to periodic inspection by the District.

6. Charter Corporation shall provide to the District, upon request, the job descriptions and qualifications for each position at Charter School.

7. Charter Corporation may process Charter School's State Teachers' Retirement System (STRS) and Public Employees Retirement System (PERS) deductions and contributions. Charter Corporation shall accept and assume sole financial responsibility for all STRS and PERS reporting fines and penalties resulting from incomplete, inaccurate, or late reports and/or inadequate or late deposits from any cause whatsoever, except to the extent resulting from the sole negligence of the District. Such responsibility shall include but not be limited to any and all reporting fines and/or penalties.

8. Charter Corporation shall distribute a copy of its Employee Handbook to each employee at Charter School each year. At a minimum, the handbook shall include a statement that Charter Corporation is the exclusive public employer of employees at Charter School and has sole

responsibility for employment, management, salary, benefits, dismissal, and discipline of its employees. The handbook shall also include specific expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. Such handbook shall be provided to the District upon request.

9. At all times during the term of the Charter, Charter Corporation employees at Charter School, parent volunteers who will be performing services with Charter School's pupils who are not under the direct supervision of a certificated teacher, and all vendors having unsupervised contact with Charter School's pupils shall submit to background checks and fingerprinting in accordance with Education Code §§ 44830.1 and 45125.1. Charter Corporation shall provide certification to the District that all such employees, volunteers, and vendors have cleared a criminal record check through the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI) prior to having any unsupervised contact with pupils.

10. Charter Corporation shall maintain on file and have available for inspection during site visits, evidence it has performed criminal background checks for all employees and documentation certifying that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with pupils.

P. <u>Student Records/Expulsions</u>

1. To the extent necessary to discharge the District's reasonable supervisorial oversight activities, Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled, upon request, to access Charter School's education records under FERPA (20 U.S.C. § 1232g) and related state laws regarding student records. The District, Charter School, and their officers and employees shall comply with FERPA and state laws regarding student records.

2. Should a pupil who has been recommended for expulsion by the Charter School administrator responsible for such recommendation pursuant to the student discipline procedures withdraw from enrollment at the Charter School prior to the completion of the expulsion process, the Charter School shall continue with and complete the expulsion process and make a final determination regarding expulsion regardless of the withdrawal the student from the Charter School.

3. If a Charter School pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days pursuant to Education Code § 47605(e)(3) and concurrently provide notice to the District. Charter School shall maintain records of such notifications during the term of this Agreement for the District to review upon request.

4. Neither Charter School nor the District shall be obligated to accept enrollment of any pupil who has been expelled from the other party during the term of the expulsion, consistent with applicable law(s) and policy. This shall not be read to mean Charter School may not refer expelled pupils to the District if the District is the pupil's school district of residence. Charter School may still refer expelled pupils back to the pupil's district of residence, which may be the District. However, the Parties understand and agree Charter School has no control of or responsibility for the District's decision to accept such pupils after Charter School's referral.

5. Students expelled from any school for any of the offenses listed in Education Code Section 48915(a) or 48915(c) shall not be permitted to enroll in the Charter School during the period of their expulsion.

6. Charter School shall provide Charter School's student discipline policies to the District upon commencement of the first year of instruction and annually thereafter. Notwithstanding any language to the contrary in the Charter, revisions to the causes or procedures for suspension or expulsion beyond those necessary to comport with current laws as applicable to charter schools or to reflect changes in Education Code Section 48900 *et seq*. applicable to non-charter schools shall constitute a material revision to the Charter unless determined by the District not to be a material revision.

7. Charter School may request the District to process student expulsions; whether to provide such service will be in District's sole discretion. The District will charge Charter School for the cost associated with the provision of the student expulsion services at the then current rate.

Q. <u>Transportation</u>

1. Charter Corporation shall be responsible for any and all transportation offered to pupils who enroll in Charter School, including but not limited to any and all transportation required in any student's IEP or Section 504 Plan and/or as required by the McKinney-Vento Homeless Education Assistance Act.

2. Charter School may, at its sole option, provide transportation services for Charter School's pupils to and from Charter School.

3. Charter School shall be responsible for providing transportation for field trips, including using public transportation.

4. Charter School must adhere to all applicable federal, state, and local laws and regulations when transporting students including, but not limited to:

   a. California Vehicle Code (CVC)

   b. California Education Code

   c. Federal Motor Carrier Safety Administration Act (FMCSA)

   d. California Department of Motor Vehicle Code

   e. California Motor Vehicles Regulations, Title 13 of the California Code of Regulations

   f. California Emergency Medical Services Authority (EMSA) Emergency First Aid Guidelines

   g. California Air Resources Board (CARB) Regulations

   h. Title VI of the Civil Rights Act of 1964

   i. Individuals with Disabilities Education Act (IDEA)

5. If the Charter Corporation provides transportation to or from a school or school activity it shall prepare a transportation safety plan prior to such activities (and revise the plan as required) containing procedures for school personnel to follow to ensure the safe transport of pupils. The plan shall address all the following: (a) determining if pupils require escort pursuant to Vehicle Code section 22112(d)(1); (b) procedures for all pupils in prekindergarten, kindergarten, and grades 1 to 8, inclusive, to follow as they board and exit the appropriate school bus at each pupil's school bus stop; (c) boarding and exiting a school bus at a school or other trip destination; (d) procedures to ensure that a pupil is not left unattended on a school bus, school pupil activity bus, or youth bus if applicable to the grade levels served; (e) procedures and standards for designating an adult chaperone, other than the driver, to accompany pupils on a school pupil activity bus. The plan shall be retained and made available upon request to an officer of the California Highway Patrol.

6. Pending availability, Charter School may request the use of the District's buses for field trips, which will be provided in the District's sole discretion. Such request must be sent to the District's Transportation Department and Charter School shall pay the cost of the field trip buses. Should Charter School otherwise require charter buses, Charter School shall be solely responsible for arranging, contracting, and paying for such buses through third part charter bus vendors.

R. <u>Nutritional Services</u>

1. Charter School shall make available a nutritionally adequate breakfast and a nutritionally adequate lunch free of charge and with adequate time to eat, as determined by Charter School in consideration of the recommendations provided by the California Department of Education, during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, except as set forth in the exceptions listed in Education Code § 49501.5.

2. The meals made available by Charter School shall be nutritionally adequate meals that qualify for federal reimbursement.

3. Charter School shall be responsible for providing its own food services. If Charter Corporation wishes the District to operate food services (breakfast and lunch) for Charter School, such service shall be subject to a separate written agreement and provided at the District's sole discretion, and the District will retain the state and/or federal revenue for any food services provided by the District to Charter School. The District may provide food services for Charter School during any extended school year (i.e., summer school). The District shall advise Charter School as to any necessary reporting required by state or federal agencies.

S. <u>Educational Program</u>

1. Subject to the District's oversight and compliance with the Charter and applicable state and federal law, Charter Corporation is autonomous for the purposes of, among other things, deciding Charter School's educational program.

2. Charter Corporation shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for Charter School.

3. Charter School shall comply with Education Code § 47606.5 (regarding local control and accountability plans and annual updates thereto), as that statute may be amended from time to

time, as well as its applicable regulations. Charter School's initial local control and accountability plan (LCAP) and its annual update to the LCAP shall be prepared and submitted to the District and the County Superintendent of Schools on or before July 1st of each year, unless a different date is established by law.

4. Charter School's calendar shall be submitted annually to the District for review and verification of compliance with instructional day and minutes requirements. Any calendar changes must be provided to the District by April 1st prior to the beginning of a new school year. Any calendar changes made following April 1st must be provided to the District immediately and no later than ten business days following the change.

5. Charter School is accountable for pupil outcomes identified in the Charter.

6. Charter Corporation will prepare an annual report providing all information necessary to demonstrate Charter School is meeting the applicable accountability standards. The annual report shall be provided to the District by June 30th of each year. The District and Charter Corporation will collaborate to prepare a template and technical assistance to support development of the annual report.

7. At the request of the District, Charter Corporation shall present updates and/or reports regarding Charter School to the District during the year.

T. <u>English Learner Services</u>

1. If Charter School is using the District's English Learner Services, students who enroll at Charter School shall complete a Home Language Survey at the time of enrollment. Charter School shall then email (to HLS@fresnounified.org, unless the District provides a replacement email address) the surveys to the District's Department of English Learner Services, which will coordinate the initial testing for these students. After testing, the Department will send the test results to Charter School.

U. <u>Facilities</u>

1. Charter Corporation agrees that it is not currently seeking facilities for Charter School from the District under Proposition 39. If Charter School seeks facilities in the future, it understands it must follow the requirements regarding requesting Charter School Facilities set forth in Education Code § 47614 and the regulations related thereto as well as the District's requirements for Charter School Facilities.

2. All facilities used by the Charter School shall meet all applicable fire and safety code requirements, will conform with the requirements of Education Code §§ 47610(d) and/or 47610.5, and will conform with all applicable provisions of the Americans with Disabilities Act and any other applicable federal and state requirements. All facilities shall be approved by the local fire marshal for the use intended.

V. <u>Material Revisions to the Charter</u>

1. Changes to the Charter deemed to be a material revision shall be made only with prior approval from the District. Changes to the Charter considered to be a material revision include, but are not limited to, the following, unless a specific proposed revision is determined by the District Superintendent or designee not to constitute a material revision:

a. Substantive changes to the educational program, mission, or vision of Charter School, including the addition or deletion of a major program component that is a distinctive feature of Charter School, such as STEM, language immersion, grade level grouping, arts integration, etc.

b. Adding a classroom-based or non-classroom-based program or facility not expressly authorized by the Charter.

c. Proposed changes in enrollment that represent an increase or decrease from the enrollment originally projected in the Charter by more than 25% in any grade level or 10% of total enrollment in any given year.

d. Addition or deletion of grade levels to be served for the program as a whole or in a given year that is not expressly authorized by the Charter, or as otherwise required by law.

e. Changes to location or addition or closure of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Should the Charter School require the use of a temporary location rented or otherwise obtained for short term school related purposes, it shall first consult with the District and the Superintendent shall determine if the proposed use constitutes a material revision.

f. Changing the name of Charter School.

g. Entering into a contract to be managed or operated by any other nonprofit public benefit corporation other than Charter Corporation.

h. Substantive changes to admission policies and procedures and/or enrollment preferences identified in the Charter, unless required by law.

i. Substantive changes to the governance structure as described in the corporate bylaws, including, but not limited to, changes in the authorized number of Governing Board members, method by which sitting Board members are removed, method by which new Board members are selected, and/or provisions that reduce the size of the quorum required for a meeting and majority required for action. Revisions to the bylaws to ensure compliance with legal updates that do not affect the Charter may not be considered a material revision by the District.

2. Notice of a revision to the Charter that the Charter Corporation does not believe to be material shall be provided, in writing, at least 10 business days in advance of Charter Corporation's Governing Board meeting at which the revision is to be acted on.

W. <u>Site Visits</u>

1. The District shall conduct at least one site visit to Charter School annually in accordance with the Charter Schools Act. The information gathered will be used to assess Charter School's progress in governance and organizational management, implementation of the educational program, measurable pupil outcomes, fiscal operations, and fulfillment of the terms of the Charter and this Agreement.

2. A school site visit may include review of the facility, review of records maintained by Charter School, and interviews with the management of Charter School and/or Charter Corporation,

Charter School employees including the site principal, and Charter School's pupils, parents and legal guardians, as well as observation of instruction in the classrooms.

3. Any deficiencies will be reviewed with Charter School's site leadership and Charter Corporation and an opportunity for comment, explanation and/or correction will be provided.

X. Renewal

1. Charter Corporation may seek renewal of Charter School's Charter in accordance with Education Code §§ 47607 and 47607.2. Charter Corporation shall submit its renewal petition to the District no earlier than September 1st of the last school year of its current term unless otherwise agreed in writing by the District.

2. The District and Charter School may mutually agree to schedule a renewal conference, which shall be attended by the District and Charter School. Charter School shall provide the District with a draft Renewal Petition at least five business days prior to the scheduled renewal conference, if any.

3. The petition for renewal of the Charter shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.

4. Any renewal or material revision request shall be formatted in accordance with and include the information and items identified in the District's Chater School Petition Renewal/Material Revision procedures document, as applicable, and include all the following materials:

   a. At least 14 hard copies (double-sided, 3-hole punched, unbound) of the entire renewal Charter (unless a different number of hard copies is agreed to by the District), with the entire document (including any appendices, exhibits, or attachments) sequentially numbered from the first through the last page (including any appendices, exhibits, or attachments), and also including a table of contents that includes references to all appendices/exhibits/attachments.

   b. A redline comparing the renewal/revision Charter to the current Charter included in each notebook.

   c. An electronic version of both the clean and redline versions of the renewal/revision Charter, submitted as follows:

      i. An electronic file version of all documents plus attachments should be uploaded via Epicenter and into a USB drive. Please submit the petition in both Microsoft® Word and PDF. It is acceptable for attachments to be submitted as a PDF, except the petition shall include an Excel spreadsheet of the five-year budget and an LCFF calculator, and page number shall be sequential and continuous throughout, and all attachments shall be identified in the Table of Contents.

      ii. The USB drive shall include the final master clean copy and a redlined copy of the changes made from the previous petition.

d. An electronic (Excel) version of the Budget including the LCFF calculator and a narrative explanation of budget assumptions. Charter School will provide all other fiscal data necessary to understand budget calculations upon request.

e. An electronic (Word) version of the currently approved and operating version of the Charter.

f. An executive summary (including page references) of the changes requested or made from the currently approved Charter (including as updated or clarified pursuant to this Agreement), and specific explanations of any requested material revision(s) to the Charter.

g. Renewal petitions must contain the California Dashboard data and state-wide testing data, including the data from the penultimate year of the Charter School's current term, as pertinent to renewal pursuant to Education Code Sections 47607(c) and 47607.2 or the alternative verifiable data provided for in Education Code 47607(c)(6) for that period and any and all other data, plans, or information necessary to support renewal pursuant to Education Code 47607 and 47607.2.

h. A signed certification of completeness.

i. An electronic (PDF) version of the entire petition package for publishing purposes.

j. Each of the items/components specified in the District's Charter Renewal/Material Revision Procedures.

5. The District delegates to the Superintendent or designee and the Charter Corporation Board delegates to the Executive Director or designee authority to waive or extend the timelines in this Agreement, the Charter, law, or applicable regulation, including but not limited to, for consideration or action on material revision and/or renewal of the Charter.

Y. Dispute Resolution

1. The Dispute Resolution element of the Charter is hereby replaced in their entirety with the following:

2. The Charter School/Charter Corporation and the District will attempt to resolve disputes amicably and reasonably without resorting to formal procedures. All timelines and procedures in this section may be revised upon mutual written agreement of authorized representatives of District and the Charter School.

3. If either the Charter School or District determines that a violation of the Charter, this Agreement, or other written agreement among the Parties may have occurred or a problem has arisen related to the operation of the Charter School and/or the District's oversight obligations, or a dispute otherwise arises between the District and the Charter School, the following procedures shall be followed to resolve the dispute:

A. Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately in accordance with Education Code Section 47607 and its implementing regulations or take action as it deems necessary.

B. In the event that the District believes the dispute relates to an issue that could lead to revocation of the Charter, participation in the dispute resolution procedures outlined herein shall not be interpreted to impede or act as a pre-requisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations. Rather, the District may choose, in its sole discretion, to proceed directly with the revocation procedures or may choose to participate in all or part of the dispute resolution procedures set forth below, and may terminate any voluntary participation in the dispute resolution procedures at any time.

C. If the violation or issue in question does not constitute a severe and imminent threat and/or the District has not decided to commence revocation procedures without following this dispute resolution procedure, either party will provide written notification of the violation or issue. The date that this notice is orally provided or sent shall be the "Notice Date." Any such notice provided by District will also constitute the notice required under the provisions of Education Code 47607(g) prior to revocation of a charter. Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and the meeting shall be held within ten (10) calendar days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent's designee, and the Charter School representative will be the Charter School Executive Director or the Executive Director's designee. If the dispute is not resolved at this meeting, or in strict accordance with any plan for resolution agreed upon at this meeting, the parties will proceed to Step D or take any other action they deem appropriate in response to the dispute. Any period of time agreed upon at the meeting for the Charter School to attempt to cure the issue shall be deemed and is agreed by the Charter School and the District to constitute the "reasonable opportunity to remedy the violation" provided for in Education Code Section 47607(g) prior to revocation of the Charter and the District shall not be required to provide an additional "reasonable opportunity to remedy the violation" during any revocation proceedings.

D. If the dispute is not resolved in accordance with the procedures through Step C, either Party will be deemed to have exhausted the administrative remedies of the Charter, this Agreement, or other written agreement among the Parties, and law and may pursue any alternative legal options for resolution, including revocation of the Charter by the District and/or other appropriate action in accordance with Education Code Section 47607 or applicable law.

4. Internal Disputes. The Charter Corporation Board will adopt policies and processes for airing and resolving disputes, other than those between the District and the Charter School, which are covered above. Parents/guardians, students, Board members, volunteers, and staff at the Charter School will be provided with a copy of the Charter School's policies and dispute resolution process.

5. Internal Disputes. The District will refer all disputes or complaints it receives not related to a possible violation of the Charter, this Agreement, or other written agreement among the Parties (including any addenda thereto) or law or to the operation of the Charter School or the District's oversight obligations, to the Charter School for resolution according to the Charter School's internal dispute resolution processes. The District may choose to submit disputes that are related to possible violations of the Charter, this Agreement, or other written agreement among the Parties (including any addenda thereto) or the law or to the operation of the Charter School or the District's oversight obligations to the Charter School for resolution according to the

Charter School's internal dispute resolution process. Should the District receive a complaint regarding the Charter School that is referred to the Charter School for investigation and/or resolution, the Charter School shall provide the District with updates regarding the Charter School's investigation and resolution of the matter regularly, upon request, and upon resolution of the complaint or issue. In the event that the Charter School's adopted policies and processes fail to resolve the dispute, the District agrees not to intervene in the dispute without the consent of the Charter Corporation's Board unless the matter relates to a possible violation of the Charter Renewal, this Agreement, or other written agreement among the Parties (including any addenda thereto) or law or to the operation of the Charter School or the District's oversight obligations.

Z. Charter Revocation

1. The District shall have the right to revoke the Charter in accordance with Education Code §§ 47607, 47607.3, and any other applicable statutes or regulations. Prior to instituting revocation proceedings, the District may, but is not required to, provide progressive notices that correction of a problem at Charter School by Charter Corporation needs to occur within specified reasonable timelines.

2. The minimum progression of notification of corrective action for concerns the District considers involving violation(s) of Education Code § 47607(f) is as specified in California Code of Regulations, Title 5, Section 11968.5.2. Additional notification may be provided at the sole discretion of the District.

3. If the District determines, based on credible report(s), that there is a severe and imminent threat to the health or safety of the pupils of Charter School, and makes such determination in writing pursuant to Education Code § 47607(g), the District may take immediate action to assure the safety and well-being of the pupils, as well as staff and the community, consistent with California Code of Regulations, Title 5, Section 11968.5.3. Such immediate action, as deemed appropriate by the District in its reasonable discretion, may include but is not limited to revocation of the Charter in accordance with Education Code § 47607.

4. During the period prior to revocation, Charter Corporation shall have the opportunity to work with the District to address concerns and develop a plan to remediate all areas to the reasonable satisfaction of the District consistent with applicable laws.

AA. Closure Procedures

1. In addition to the procedures specified in the Charter, the Charter School shall comply with all the requirements of California Code of Regulations, Title 5, Sections 11962 and 11962.1 and any other applicable legal requirements for closure of a charter school and the requirements set forth in this Agreement, including the detailed closure procedures set forth in Attachment A and incorporated herein by this reference. The closure procedures set forth in the Charter and in this Agreement shall be collectively referred to as the "Closure Protocol." The official action by the Charter School's Board documenting the closure of the school for any reason will be referred to as the "Closure Action." In the case of any conflict between the closure procedures described in the Charter and those described in this Agreement, the procedures set forth in this Agreement shall prevail.

2. The Closure Protocol shall survive the revocation, expiration, termination, or cancellation of this Agreement or the Charter or any other act or event that would end the Charter School's

right to operate as a charter school pursuant to the Charter or cause the Charter School to cease operation. The Charter School and the District agree that, due to the nature of the property and activities that are the subject of the Charter, the District and public shall suffer irreparable harm should the Charter School breach any obligation under its Closure Protocol. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under the Closure Protocol or any provision of the Closure Protocol or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

3. The Charter School will utilize the reserve fund to undertake any expenses associated with the Closure Protocol.

4. Charter Corporation expressly acknowledges the right of the District to gain full access to and copies of all student and business records concerning Charter School within a reasonable time after a determination that the Charter School will be closing for any reason.

BB. <u>Required Disclosures</u>

1. Pursuant to Education Code § 47604.3, Charter School shall respond promptly to all reasonable inquiries of the District.

2. Charter Corporation shall immediately notify the District of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action against Charter Corporation, Charter School or any employee, agent or volunteer that may involve or affect Charter Corporation or Charter School. In addition, Charter Corporation shall immediately notify the District of any request for information by any governmental agency about Charter Corporation or Charter School.

3. The District shall immediately notify Charter Corporation of any pending or actual litigation and/or claim from any party or notice of any potential litigation and/or claim against the District, Charter Corporation and/or Charter School, which may involve or affect Charter Corporation or Charter School. In addition, the District shall immediately notify Charter Corporation of any request for information by any governmental entity about Charter Corporation or Charter School.

4. If Charter Corporation seeks any loans or advance receipt of funds for Charter School, it shall establish a fiscal plan for repayment in advance of receipt of such loans. Charter Corporation shall provide advance written notice to the District specifying its intent to apply for a loan for Charter School. Advance notice shall include a description of the need for the loan, its terms, and the plan for repayment, including a cash flow schedule. If a loan is received, Charter Corporation shall, at the time of deposit of any sums which are loans to Charter Corporation for Charter School, provide the District with the loan documents, minutes of Charter Corporation's Board meetings at which such loan was approved, plan for repayment and updated cash flow schedule.

III. LEGAL

A. **Non-Assignment.** Neither party shall assign its rights, duties, or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties, or privileges under this Agreement on any third party, without the written consent of the other party. The replacement of Charter Corporation with any other nonprofit public benefit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and prior approval of the District pursuant to applicable sections of the Education Code.

B. **Severability.** If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law, statute and/or ordinance, such provision shall be revised by mutual agreement of the Parties or severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

C. **Venue.** The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in the County of Fresno, California.

D. **Amendment and Waiver.** Any waiver, amendment, modification, or cancellation of any provisions of this Agreement must be in writing and executed by duly authorized representatives of all parties specifically indicating the intent of the Parties to modify this Agreement. No such amendment or waiver shall be effective absent approval or ratification by the District and the Governing Board of Charter Corporation. The failure of either party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.

E. **Entire Agreement.** This Agreement and attachments, if any, contain the entire agreement of the Parties with respect to the matters covered herein, and supersede any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement.

This Agreement represents the full and final agreement between Charter Corporation and the District and shall only be modified in writing by the mutual agreement of the Parties.

The Parties hereto have caused this Agreement to be executed by duly authorized officers or representatives set forth below.

Dated: _____

_____
Fresno Unified School District
Board President

Dated: 1/28/26

Lia Marasco
Sierra Charter School
Board President

DISTRICT
Fresno Unified School District

Approved As To Form:

_____
Patrick Jensen, Chief Financial Officer

_____
Stacey Sandoval, Executive Director Risk Management

_____
Date

Feb 4, 2026
_____
Date

ATTACHMENT A to MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
SIERRA CHARTER SCHOOL

Item	Description	Responsible Party	Completion Date	Verification
	Invoking Closure Procedures			
1	In the case of revocation or non-renewal, the Charter School shall invoke and comply with the closure procedures. In the case of voluntary surrender, Charter Corporation shall notify the District in writing that the closure procedures have been invoked and shall comply therewith. Charter Corporation agrees that its officials shall have a continuing duty to cooperate with the District in all matters pertaining to the closure of Charter School, including, without limitation, attending meetings with the District, Fresno County Superintendent of Schools, and/or the State Department of Education, preparing a schedule of closing tasks with dates, obtaining and providing additional information and documentation, and interpreting and explaining any ambiguous records or information. Charter Corporation will be the responsible entity for winding up its closure and closure-related activities. Charter Corporation shall notify within 72 hours of the closure action the District, the California Department of Education, the Fresno County Superintendent of Schools, the SELPA in which Charter School participates, the retirement system in which Charter Corporation's employees participate, and the home school districts of each Charter School student of Charter School's closing, including the following information as relevant to each recipient: (1) The effective date of the closure; (2) The reason for closure; (3) The name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure;			

Item	Description	Responsible Party	Completion Date	Verification
	(4) The pupils' school districts of residence; and (5) The manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.			
	Immediate Actions			
2	Charter Corporation shall immediately notify the District of the location of all student and business records. Following that notification, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except that student records may be copied for students' families or transferred to other schools, provided a notation is kept of the records copied or transferred.			
3	Charter Corporation and the District shall each immediately identify an individual who will serve as the single point of contact for the entity regarding Charter School's close out activities.			
4	The District shall immediately notify Charter Corporation in writing whether, on behalf of the State Superintendent of Public Instruction, it is taking over immediate and direct control of all Charter School's student and business records.			
5	The Charter School shall provide the District with a list of students enrolled in the Charter School within 10 days of the effective date of the Closure Action. The Charter School shall provide the District the date each student's cumulative file is transferred to a new school or home district and the name of the school/district to which each file was transferred within 10 days of transferring the file.			
	Students and Families			
6	Charter Corporation shall notify the family of each student enrolled of Charter School's closure. Unless the District otherwise directs, the notification shall be immediate in the case of a revocation that takes immediate effect or shall occur within three (3) days of Charter Corporation's knowledge of the			

Item	Description	Responsible Party	Completion Date	Verification
	school closure or the Closure Action. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and specific information on completed courses and credits that meet graduation requirements.			
7	Charter School shall continue instruction until the end of the current academic year (unless a revocation takes immediate effect). Charter School shall publicly announce cancellation of all future classes.			
8	If Charter School continues instruction to the end of the current academic year, report cards shall be issued to each student on the last day of class and Charter Corporation also shall mail a copy of the report cards to the students' last known addresses.			
9	Charter Corporation shall notify surrounding school districts and the County Superintendent of Schools within fourteen days of the school's knowledge of closure. In the case of revocation, Charter Corporation shall notify the same immediately.			
10	Charter Corporation shall cooperate with the District and provide information to students and families regarding alternative public school placements within 3 to 7 days of the announcement of Charter School's forthcoming closure, or immediately in the case of a revocation that takes immediate effect.			
11	Charter Corporation shall offer to provide a copy of each student's cumulative file upon request of the student's family. Charter Corporation shall provide the copy within seven days of a request being received, ensuring that the documents are given to the family member identified as having legal custody or guardianship of the student. All handling and transfer of student records will be made in compliance with the Family Educational Rights and Privacy Act			

Item	Description	Responsible Party	Completion Date	Verification
	(FERPA) 20 U.S.C. Section 1232g. As permitted by each student's district of residence, the Charter School shall transfer all appropriate student records to the district of residence, or the district to which the student is transferring if requested by the parent/guardian. All state assessment results, special education records, and personnel records will be transferred and maintained in accordance with applicable law.			
12	Charter Corporation shall comply within three days to requests for the transfer of students' cumulative files to other public or private schools in which the students enroll.			
13	Charter Corporation shall promptly respond to inquiries from students and their families and from the media regarding Charter School's closure, the disposition of student records, and the alternative placement available to the students.			
14	Upon Charter Corporation's knowledge of closure, Charter Corporation shall immediately (no later than one (1) business day) provide the District with a list of students (names, addresses and phone numbers) in each grade level and the classes they have completed. Identify each student's district of residence, and a notation of where the student's records have been transferred. Charter Corporation shall update the list upon request and shall provide a final list within three (3) days of the closure.			
15	Charter Corporation shall notify the SELPA within fourteen days of the closure, complete all documentation necessary for special education students and transfer copies of the student's records to the SELPA. In the case of an immediate closure, Charter School shall provide the foregoing information to the SELPA no later than five (5) days following closure.			
16	The District may prepare an information sheet regarding frequently asked questions about the closure. Charter Corporation shall post the information sheet on its website and otherwise disseminate it as requested by the District.			
Student and Business Records				

Item	Description	Responsible Party	Completion Date	Verification
17	Once the closure procedures have been invoked, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except for the duplication or transfer of student cumulative files as noted. Charter Corporation shall transfer to the District's Charter Office all of the following: (1) All original and/or duplicate student and school records, including, without limitation, individual student records, discipline records, special education records, all state assessment results, fiscal information, teacher grade books, and attendance records; (2) All cum folders. The cum folders must be boxed and in alphabetical order by grade level; and (3) Student transcripts. The transcripts must be submitted on computer discs. All transfers of student records will be made in compliance with FERPA (20 U.S.C. § 1232g). Charter Corporation will ask the District to store and maintain original records of Charter School students. Charter Corporation shall transfer and maintain personnel records in accordance with applicable law.			
18	At the point Charter School is dissolved, the student and business records shall come under the exclusive control of the District which shall distribute, maintain, or dispose of the records as it determines appropriate.			
19	Charter Corporation shall terminate all present leases, service agreements and other contracts not necessary for the closure of the school. Leases, service agreements, and contracts should be terminated in a cost-effective manner in order to minimize expenses.			
20	Charter Corporation shall return grant funds and restricted categorical funds to their			

Item	Description	Responsible Party	Completion Date	Verification
	source in accordance with the terms of the grant or state and federal law as appropriate and submit a final expenditure report for all grants within fourteen days. Federal grants must be closed out, including the filing of the required Final Expenditure Reports and Final Performance Reports; completion of certain federal forms may apply if the school was receiving funds directly from the U.S. Department of Education.			
	Faculty and Staff			
21	Charter Corporation shall immediately notify its faculty and staff of Charter School's closure, providing each with necessary information related to compensation and retirement, including, but not limited to, any optional benefits that they may continue after Charter School closes.			
22	Charter Corporation will provide assistance to its faculty and staff in searching for and securing other employment.			
23	Charter Corporation shall provide the District within fourteen days with a description of current and projected payroll and payroll benefits commitments through closure, including a list of each employee, and their job duties, and a projection of the funds necessary to: (1) transition the students and records; (2) complete all administrative closure related tasks; and (3) complete contracts and grants.			
24	Charter Corporation shall provide the District within fourteen days with notice of any outstanding payments to staff and the method by which Charter Corporation will make the payments.			
25	Charter Corporation will within fourteen days contact the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the County Superintendent of Schools and follow their procedures for dissolving contracts and reporting. Charter Corporation will copy the District on all correspondence.			

26	Prior to final close-out, Charter Corporation shall do all of the following on behalf of the school's employees: • File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines. • File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63). • Make final federal tax payments (employee taxes, etc.). • File the final withholding tax return (Treasury Form 165). • File the final return with the IRS (Form 990 and Schedule).			
27	For six calendar months from the latter of the Closure Action or the effective date of the closure, sufficient staff as deemed appropriate by the Charter Corporation Board will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the Charter School and student transfers.			
	Assets and Liabilities			
28	On closure, Charter School/Charter Corporation shall remain solely responsible for all liabilities arising from the operation of the Charter School.			
29	Charter Corporation shall notify all funding sources (including charitable partners) of Charter School's closure within fourteen days.			
30	Upon knowledge of closure or Closure Action, Charter Corporation shall retain all necessary authority and powers to take all actions necessary for the winding up of Charter School's affairs, except that in no event shall Charter Corporation take any action that incurs any financial or education obligation on behalf of Charter Corporation or Charter School unrelated to Charter School's winding up. Charter Corporation shall identify its funding for the necessary wind-up activities set forth in this Agreement and the law.			
31	Charter Corporation shall immediately notify all contractors (such as a charter management organization, education management organization, food service			

	provider, instructional service provider, or transportation service provider) of Charter School's closure.			
32	If Charter Corporation has any agreements with organizations representing employees, Charter Corporation shall notify the organizations of Charter School's closure as may be specified in the agreements.			
33	Charter Corporation shall notify the District within fourteen days of all pending litigation to which Charter Corporation is a party. Charter Corporation shall immediately notify the District if litigation is filed thereafter up to the point that Charter School is formally dissolved.			
34	Charter Corporation, within 30 days, shall prepare and deliver to the District a comprehensive list of creditors and debtors.			
35	Charter Corporation, within 30 days, shall prepare and deliver to the District a comprehensive inventory of all assets.			
36	Charter Corporation, within 30 days shall prepare and deliver to the District a plan for the proposed disposal of all property owned by the school (and acquired with public funds) in order to maximize revenue in accordance with law, payment of any and all liabilities and the disbursement of any remaining assets of the school, liquidation of assets to pay off any and all outstanding liabilities, bearing in mind that assets paid for by state funds may be transferred in accordance with the nonprofit corporation's bylaws to another public agency such as another charter school. Assets donated to Charter School may be returned to donors or disposed of in accordance with donor's wishes. Net assets, after the payment of outstanding liabilities, if any, may be transferred to another public entity within Charter Corporation pursuant to applicable law or to another public agency such as another charter school.			
37	Charter Corporation shall arrange for preliminary (if necessary) and final closure audits to be paid for from the special reserve or bond revenue, to be completed as soon as is reasonably practical, but in no case later than six months after closure, and shall provide the audit report to the District			

	promptly upon completion. The auditor engaged to perform the audit(s) shall be from the list of approved school auditors maintained by the California State Controller's Office, shall meet all Charter requirements applicable to the annual auditor, and shall be approved by the District. The audit(s) at a minimum shall determine an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value; an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation; and an assessment of the disposition of any restricted funds received by or due to Charter Corporation, the disposition of all assets and liabilities of Charter School and shall verify Charter Corporation's comprehensive list of creditors and debtors, and the amounts owed or owing, as well as verify Charter Corporation's comprehensive list of all assets by source, noting any restrictions on each asset's use. Charter Corporation shall provide the District with copies of all Charter Corporation financial records, including but not limited to all accounting paperwork such as invoices, purchase orders, vendors, statements, cash receipts, cash disbursements, payroll documentation, accounts receivable and payable and all financial reports. Charter Corporation shall timely respond to the District's request(s) for financial information.			

38	Based on the audit findings, and with the approval of the District, Charter Corporation shall expend any identified assets to liquidate any identified liabilities. Charter Corporation shall distribute any remaining assets in accordance with Charter Corporation's petition, bylaws, and the law. The disposition of Charter Corporation's assets shall include, but not be limited by the following dispositions: a. Notwithstanding any rule, regulation, Charter provision, corporate bylaws, or document to the contrary, on closure of the Charter School, all assets of the Charter School – including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending the Charter School – which have been determined to have been generated exclusively through state and federal apportionment funds for Charter School students, after payment of all debts and liabilities and refunds to applicable agencies, shall be distributed to a California public school or school district, which identity shall be determined by mutual agreement between Charter Corporation and District. Any assets acquired from the District or District property will be promptly returned to the District upon the Charter School's closure. The distribution shall include the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. All remaining assets of Charter School will be liquidated, and all creditors will be paid first. b. All other assets of Charter School, including but not limited to all leaseholds, personal property, intellectual property shall be distributed in accordance with the			

	Articles of Incorporation or bylaws upon the dissolution of the nonprofit public benefit corporation. c. Any liability or debt incurred by Charter Corporation will be the responsibility of Charter Corporation and not the District. Charter Corporation understands and acknowledges that Charter Corporation will cover the outstanding debts or liabilities of Charter Corporation. Charter Corporation understands and acknowledges that only unrestricted funds will be used to pay creditors. d. Any assets belonging to the District or District property will be promptly returned upon Charter School's closure to the District. e. Charter Corporation will complete and file any and all required reports, including annual reports required pursuant to Education Code § 47604.33.			
	Dissolution of the Corporate Entity			
36	Following the resolution of all outstanding assets and liabilities, Charter School shall be dissolved. If established as a nonprofit public benefit corporation pursuant to Education Code § 47604 solely for operation of Charter School, Charter Corporation shall be dissolved.			

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

Contract Routing Form

Contract Attached

Contract Number: 327225

Federal Funding Will Not Be Used

University High School
Vendor Name

2611 E Matoian Way M/S Uh134, Fresno, Ca, 93740
Address

559-278-1113
Phone Number

Jeffie Esparza Hickman
Vendor Contact

Term (Duration) From: 7/1/2025

Through: 6/30/2030

FUSD Contract Administrator:
Felicia.Olais@fresnounified.org
Name

Charter Office
Site/Dept

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

Contract Amount: $0.00

Estimated

Scope of Work Summary: *This* Memorandum *Of Understanding (Mou) Between Fresno Unified School District And University High School (Uhs) Is The Culminating Contract Based Upon An Approved Renewal Of Uhs'S Petition By The Fresno Unified School District Board On November 6, 2024. It Is Required To Document And Authorize The Provision Of Educational And Support Services Between Fresno Unified School District And University*

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:** Felicia Olais

2) Reviewed & approved by **Cabinet Level:** Marie E Williams

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

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

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

Routing:BOE Board Date(if applicable):

MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
UNIVERSITY HIGH SCHOOL
July 1, 2025, to June 30, 2030

This Memorandum of Understanding (the "Agreement") is made and entered into this _____ day of _____, _____, by and between the Fresno Unified School District ("the District") and University High School, a California nonprofit public benefit corporation ("Charter Corporation"). Hereinafter, the District and Charter Corporation shall be collectively referred to as "the Parties."

I. RECITALS

A. The Fresno Unified School District is a school district existing under the laws of the State of California.

B. The State of California enacted the Charter Schools Act of 1992 (hereinafter the "Act") authorizing the formation of charter schools with the intent that the schools improve pupil learning; increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving; encourage the use of different and innovative teaching methods; create new professional opportunities for teachers; provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system; and are held accountable for meeting measurable pupil outcomes.

C. Charter Corporation is a nonprofit public benefit corporation that manages and operates University High ("Charter School"), a public charter school existing under the laws of the State of California and under the supervisorial oversight of the District. Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and Charter Corporation may be used interchangeably, with the duties and responsibilities of Charter School and Charter Corporation being the same under this Agreement.

D. The Act authorizes the District to grant or deny a charter petition for a charter school under specified circumstances. The District has approved the petition for Charter School for a period of five years from July 1, 2025, through June 30, 2030 ("the Charter").

E. Charter Corporation shall be responsible for, and have all rights and benefits attributable to, Charter School as further outlined herein. Charter Corporation is responsible for Charter School's compliance with the terms of the Charter and with this Agreement.

F. The Parties agree that no single party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992, which may change from time to time during the term of this Agreement.

G. The fundamental interest of the District is, on a continuing basis, to be reasonably assured that Charter Corporation is: (1) successfully implementing the provisions of the Charter, as granted; (2) obeying all requirements of federal, state, and local law that apply to Charter School; (3) operating prudently and soundly in all respects, including fiscal and governance; and (4) providing a sound educational program for Charter School's students.

H. The Parties recognize and agree that Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against a pupil on the basis of the characteristics listed in Education Code § 220.

I. The Parties recognize that there are matters related to the operation of Charter School and the effective oversight of Charter Corporation that go beyond the provisions included in the Charter or that need further clarification. The District also acknowledges that the operation of Charter School is to be solely carried out by Charter Corporation. This Agreement is intended to address those matters that have not been covered in the Charter and to provide guidance on the oversight policies and procedures of the District. Further, this Agreement is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities and their legal relationship.

J. If the terms of this Agreement conflict with the terms of the Charter, this Agreement will control while the District and Charter Corporation negotiate any necessary revisions to the Charter to achieve consistency.

II. AGREEMENTS

A. Terms and Incorporation into Charter

1. This Agreement shall govern the relationship between the District and Charter Corporation regarding the operation of Charter School.

2. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both Charter Corporation and the District.

3. The duly authorized representative of Charter Corporation is the Executive Director or any designee thereof.

4. The duly authorized representative of the District is the Superintendent or any designee thereof.

5. All communication regarding any aspect of the operation of Charter School shall be initiated by Charter Corporation with the Superintendent, unless the Superintendent delegates this function to another officer of the District. The authority of the Superintendent shall be as determined by the District's Board of Trustees. The Board of Trustees shall approve any material revisions to the Charter and any formal District actions that require Board action pursuant to statute or regulation as part of the statutory process governing charter revocation.

6. The term of this Agreement shall be for a period of five years from July 1, 2025, ("Effective Date") through June 30, 2030, which is concurrent with the term of the Charter granted to Charter School. Should the term of the Charter be extended by the California Legislature or the California Department of Education, the term of this Agreement shall remain in full force and effect until the conclusion of such term extension. Further, the term of this Agreement shall continue in full force and effect beyond the term of the Charter during any period when the District Board is the Charter School's chartering authority (whether approved directly or if designated by the State Board of Education to serve as the chartering authority) including during the pendency of any appeal of a denial of a renewal request or revocation of the Charter, unless and until such time as (a) the Parties agree that a replacement Agreement shall supersede and replace this Agreement and such replacement Agreement becomes effective; (b) the Parties

agree in writing that the Agreement is terminated; or (c) the Charter School ceases operating and relinquishes/loses its Charter for any reason and complies with all closure procedures (as set forth in the Charter, this Agreement, and/or the law) and any ongoing requirements of the Charter and/or this Agreement.

7. This Agreement is subject to approval by the District's Board of Trustees and Charter Corporation's Governing Board. The Parties shall review the terms of this Agreement annually and, by February 1 of each year, present proposed revisions to the Agreement, if any. If the Parties cannot agree to the proposed revisions by April 30 of that year, the existing Agreement will continue in effect until mutually modified. Nothing in this Section shall prevent either party from suggesting, proposing, or agreeing to a revision to this Agreement at any time during the year.

8. Upon final termination or revocation of the Charter, this Agreement shall automatically terminate.

9. Should Charter School commit a material violation of any of the conditions, standards, or procedures set forth in the Charter, fail to meet or pursue any of the pupil outcomes identified in the Charter, fail to meet generally accepted accounting principles, engage in fiscal mismanagement, or violate any law, the District shall have the right to revoke the Charter in accordance with Education Code § 47607 and its applicable regulations.

10. This Agreement is subject to early termination only as set forth herein or as otherwise permitted by law.

11. Renewal of the Charter shall be processed in accordance with the standards and requirements of applicable law, including Education Code §§ 47607 and 47607.2, as the same may be modified or replaced.

12. This Agreement is incorporated into the Charter and made a part thereof as if set forth in full in the Charter. A violation of the Agreement shall constitute a violation of the Charter, including for purposes of Education Code Section 47607 controlling charter revocation for material violations of a charter, to the same extent as if the requirement or provision was contained in the Charter itself. In the event of a conflict between the law and the terms of this Agreement, the law shall prevail, and any such conflicting terms shall be revised by mutual agreement of the parties or severed from this Agreement and nullified. In the event of a conflict between the Charter and this Agreement, the terms of this Agreement shall control and prevail and shall be interpreted and deemed to be updates and clarifications to the Charter. Where the Charter is silent on an issue, the Agreement serves to fill in any gaps. Where the language of the Charter is ambiguous, the Agreement is the document that governs interpretation of that language, where applicable.

B. <u>Operation of Charter School</u>

1. Charter School is a public charter school that shall be operated pursuant to the Charter and this Agreement, plus specific approved conditions, if any.

2. Charter School is authorized by the District to operate with grades 9-12.

3. As of the effective date of the Charter, and subsequently at all times it is operational, Charter School and/or Charter Corporation will post and/or update the required information, including

that set forth below, on Charter School's and/or Charter Corporation's website. Charter School and/or Charter Corporation will update the posting within ten days whenever the information changes.

a. The names and contact information for the principal contacts for Charter School; and

b. The names and contact information for Charter School's and/or Charter Corporation's management/operational leadership and for Charter School's and/or Charter Corporation's Governing Board.

4. Charter School and/or Charter Corporation shall provide the District with written notice whenever information changes, including any change in the directors, officers, administrators, and management, as soon as possible and in no event later than ten days after the change.

C. **Governance**

1. Charter School shall operate consistently with Education Code § 47604(a) and (b). Charter Corporation acknowledges, as is stated in its Charter, that it is a separate legal entity. Per Education Code Section 47604(d), the District is not liable for the debts or obligations of Charter Corporation or Charter School or for claims arising from the performance of acts, errors, or omissions by Charter Corporation or Charter School if the District has complied with all oversight responsibilities required by law, including, but not limited to, those required by Education Code Section 47604.32 and Education Code Section 47605(m).

2. The Parties further recognize that, consistent with the Charter, Charter Corporation has obtained and maintains status as a nonprofit public benefit corporation as provided in Education Code § 47604 for the operation of Charter School.

3. The District reserves the right to have a single representative on Charter Corporation's Governing Board in accordance with Education Code § 47604(c), which representative shall be a full voting member of the Charter Corporation's Governing Board (unless the District specifically determines the representative shall be nonvoting) below with no restrictions or limitations on their service. The appointment and/or removal of such a representative is in the sole discretion of the District Board or designee, and the Charter Corporation and Charter School shall have no authority over the identity, length of service, appointment, or removal of any such representative.

4. Charter Corporation's Governing Board shall conduct public meetings within the physical boundaries of Fresno County at such intervals as are necessary to ensure the Board is providing sufficient direction to Charter Corporation and Charter School through implementation of effective policies and procedures. Charter Corporation shall establish a two-way teleconference location at each Charter School site.

5. Meetings of Charter Corporation's Governing Board and all legislative bodies of the Charter School (as defined in the Brown Act) will be conducted in compliance with the requirements of the Ralph M. Brown Act (Government Code § 54950 et seq.) (the "Brown Act").

6. Charter Corporation shall ensure that all members of its Governing Board, Charter School's leadership, Charter School's primary financial contact, and any other Charter School staff deemed appropriate by Charter Corporation have participated in annual training on the requirements of the Brown Act, Government Code Section 1090, the Political Reform Act, and

the California Public Records Act. Additionally, the Charter Corporation's Governing Board shall undergo ethics training as required by law. Verification of such training shall be provided to the District. The Brown Act portion of this training shall include training regarding the rights of the public, including but not limited to the rights to attend, speak, criticize the Charter School, Charter Corporation, and its legislative bodies, to video record, audio record, and/or broadcast the meetings, and to access writings for discussion or consideration at a public meeting. All such training shall be conducted by an individual or entity with demonstrated or professional knowledge and expertise in the applicable law, regulations, and rules, and shall not be conducted by a board member or employee of the Charter School, other than an attorney employed by the Charter School. Any new board member or designated employee shall undergo such training within 90 days of taking the position at the Charter School.

7. Copies of meeting agendas and minutes for meetings of Charter Corporation's Governing Board and all "legislative bodies" of the Charter Corporation/Charter School as defined by the Brown Act, shall be provided to the District at the time the earlier of the time they are distributed to all or a majority of the Charter Board or are posted on the Charter School's website pursuant to the Brown Act. This provision shall be deemed to have been met when the agenda, including all backup materials distributed to the Charter Board that are not exempt from public disclosure and minutes are posted to the Charter School's website if it is concurrent with distribution to a majority of Charter Board members.

8. Charter Corporation shall post all backup materials that are not exempt from public disclosure related to agenda items for meetings of all "legislative bodies" of the Charter Corporation/Charter School as defined by the Brown Act to its website with the pertinent agenda at or before the time they are distributed to all or a majority of the members of the legislative body.

D. <u>Required Governance Documentation</u>

1. Charter Corporation shall provide the District with all documents specified in Epicenter, as that list may be periodically updated by the District, with submission by the dates specified in Epicenter. The list below is by way of example, with the specifically required documents and due dates as identified in Epicenter. Nothing herein shall limit the District's authority to make reasonable requests for and receive copies of additional documents related to Charter School and/or Charter Corporation's operations or limit Charter School's obligation to provide any different or additional information or documents as may be required by law or regulation.

   a. Articles of Incorporation;

   b. Bylaws;

   c. Conflict of Interest Code;

   d. Roster of Charter Corporation's Governing Board;

   e. Schedule of Governing Board meetings;

   f. Name and contact information for Charter School's leadership (e.g., principal, executive director, and/or head of school);

g. Name and contact information for Charter School's primary financial contact (e.g., CFO, COO, accountant, or back-office financial services provider); and

h. Facilities Use Agreement(s)/Lease(s) and/or other documentation relating to the facility(ies) in which Charter School is located and/or operates from.

2. Charter Corporation shall provide up-to-date versions of all required documents by September 1st of each year, or as otherwise specified.

3. In the event Charter School revises any of the documents it is required to submit, it shall send an updated version to the District within ten (10) business days of the date the change is approved by Charter Corporation's Governing Board.

4. Charter Corporation shall promptly respond to all reasonable inquiries by the District and any other authorized agency, including but not limited to financial inquiries related to Charter School.

E. <u>Admissions, Recruitment, and Enrollment</u>

1. The Charter School shall comply with Education Code Sections 47605, 200, 220, 231.5, and Government Code Sections 12940 and 11135.

2. As of the effective date of the Charter, and at all times it is operational during the Charter term, Charter School shall have the following enrollment and admissions information posted on Charter School's website and shall update the posting as quickly as possible whenever the information changes:

   a. Procedures and timeline for enrollment, admission, and the public random drawing, which shall include, but not be limited to, an assurance that Charter School will provide enrollment preferences as specified in the Charter and in compliance with Education Code § 47605(e)(2)(B).

   b. Descriptions of outreach and recruitment activities to reach the target population.

   c. Evidence that enrollment preferences and public random drawing preferences are consistent with the Charter and all applicable federal and state laws.

   d. A copy of the application and enrollment forms and information provided to prospective pupils, parents, and legal guardians, without the need to create an account, password, or otherwise register or identify oneself to view the application and information about the enrollment process.

   e. Notice that Charter School complies with all requirements not to discourage a pupil from enrolling or seeking enrollment as developed by the California Department of Education.

   f. Process for a pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, including procedures for notifying the superintendent of the school district of the pupil's last known address within 30 days per Education Code § 47605(e)(3).

3. Charter School shall make a serious and consistent effort to recruit students to Charter School to: (1) achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, that is reflective of the general population residing within the District; and (2) to fulfill its mission to serve pupils from communities throughout Fresno County. At least annually, Charter School shall audit, assess, and review the results of its outreach and recruitment plan in order to determine the effectiveness of its efforts to achieve the pupil balance provided for in the Charter Schools Act and modify its plan, including recruitment and outreach efforts, to improve the effectiveness of its plan as necessary.

F. <u>Funding</u>

1. Charter School has elected to receive the state aid portion of Charter School's total Local Control Funding Formula ("LCFF") allocation directly pursuant to Education Code § 47651.

2. Funding shortfalls shall be the Charter Corporation and Charter School's responsibility.

3. Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the LCFF under Education Code § 42238 *et seq*. LCFF funding shall be apportioned by Average Daily Attendance (ADA). Charter School shall be responsible for providing the California Department of Education with all data required for funding. LCFF funding shall not include:

   a. Programs for which Charter School is required to apply separately, such as summer school.

   b. Special education programs, which funds are allocated to the Special Education Local Plan Area (SELPA) with which Charter School is affiliated.

   c. Charter School shall be funded directly from the state for its share of lottery funds. A portion of lottery funds must be spent on instruction, as dictated by the state.

4. In addition to LCFF funding, Charter School may receive Block Grant Funding for eligible expenses consistent with state law. It shall be Charter School's responsibility to independently apply for funding beyond the basic statutory entitlements of the base grant due to Charter School under LCFF.

5. Charter School may be eligible for federal funding including, but not limited to: Title I, II, IV and VII, based on the qualification of Charter School's pupils for such funding.

6. Charter School may receive funding from new or one-time funding sources available to schools or school districts provided by the State of California to the extent Charter School and its pupils generate such entitlements. Additionally, Charter School may apply for private grants.

7. Grants written by and obtained by Charter School shall come directly to Charter School and shall not go through the District or be subtracted from the resources the District would otherwise have allocated to Charter School.

8. In addition to LCFF funding specified herein, the Parties recognize the ability of Charter School to pursue additional sources of funding.

9. If the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of Charter School, the District will receive a percentage of such funds to be allocated to Charter School. The District will charge the maximum indirect cost as allowed under law or the grant. Funds shall be allocated to Charter School on a prorated basis related to the formula that generates the funds. For example, if funds are generated on a per eligible student basis, they shall be allocated to Charter School on a per eligible student basis, minus the administration fee (e.g., indirect charge fee) charged by the District.

10. Charter School shall cooperate fully with the District in applications made by the District on behalf of Charter School's pupils.

11. Charter Corporation and Charter School agree to comply with all applicable laws and regulations related to expenditures and receipt of funds.

12. Charter School may also be entitled to a variety of state and federal application-based programs, as well as various grant opportunities. It shall be the responsibility of Charter School to apply for any and all funding beyond the base statutory entitlement.

13. The District shall annually transfer to Charter Corporation funding in lieu of property taxes in monthly installments no later than the 15th of each month pursuant to Education Code § 47635.

14. Pursuant to Education Code § 47604(d), Charter School agrees that all loans received by Charter School shall be the sole responsibility of Charter School and the District shall have no obligation for repayment and Charter School shall not indicate or represent that the District is a party to or has any obligation relative to any loan or loan application. Charter Corporation is to operate Charter School in a financially sound fashion. It is agreed that all loans sought by Charter Corporation for Charter School shall be authorized in writing in advance by Charter Corporation and shall be the sole responsibility of Charter Corporation. In no event shall the District have any obligation for repayment of such loans.

15. Charter Corporation and Charter School shall use all revenue received from state and federal sources only for the educational services of Charter Corporation and Charter School and for the benefit of the pupils enrolled and attending Charter School. Sources of funding must be used in accordance with applicable state and federal statutes and the terms or conditions, if any, of any grant or donation.

16. Charter Corporation and the District agree to negotiate on a case-by-case basis for additional funding pursuant to Education Code § 47636.

17. This Funding section, as well as all other sections of this Agreement, shall be applied consistently with the statutes and regulations applicable to charter schools, which may from time to time be amended or modified by the Legislature or the State Board of Education. Nothing contained in this Agreement shall be deemed a waiver by either party of the rights and obligations under these laws.

18. The District shall not advance any funds to Charter Corporation for Charter School. In addition, the District shall not act as or provide a line of credit to Charter Corporation for Charter School.

19. Charter Corporation on behalf of Charter School shall seek reimbursements of its mandated costs, if any, directly from the state.

20. In the event the District seeks and receives a voter-approved bond, parcel tax, etc., Charter School and/or Charter Corporation shall have no entitlement to any portion of the funds unless otherwise negotiated in advance and agreed to in writing by the Parties. The Parties shall meet sufficiently in advance of any action by the District to pursue such measures so as to advise Charter Corporation and to determine the positions of the Parties. Charter Corporation agrees that it and Charter School have no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.

G. Legal Relationship

1. The Parties recognize that Charter Corporation is a separate legal entity that operates Charter School under the supervisorial oversight of the District.

2. Charter Corporation shall be wholly responsible for Charter School's operations and shall manage its operations efficiently and economically pursuant to its annual budget. The District shall not be liable for the debts or obligations of Charter School or for claims arising from the performance of acts, errors, or omissions by Charter School if the District has complied with all oversight responsibilities, including, but not limited to, those required by Education Code §§ 47604.32 and 47605(m).

3. Charter School shall retain the right to use its own legal counsel and shall be responsible for procuring such counsel and paying all associated costs and fees.

4. Neither Charter School nor Charter Corporation shall have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. Charter School shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom Charter School enters into an agreement or contract for goods or services that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the District.

5. Notwithstanding any other indemnification provisions contained in this Agreement, Charter School and Charter Corporation agree, acknowledge, and accept full responsibility and liability for their policies, requirements, processes, and procedures, including their admissions policies and procedures and public random drawing requirements, policies, and procedures. Charter Corporation shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its trustees, officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "the District and District Personnel") from and against any and all actions, suits, proceedings, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys' fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District and District Personnel, that may be asserted or claimed by any person, firm, association, or entity arising out of, in whole or in part, or in connection with, the District's approval of Charter School's or Charter Corporation's Charter, Charter School's or Charter Corporation's performance under the Charter, Charter School's or Charter Corporation's performance under this Agreement or any acts or errors or omissions by Charter School or Charter Corporation, their officers, directors, administrators, employees, attorneys, agents, representatives, volunteers, successors and assigns, including, but not limited to, arising out of Charter School's policies and procedures, such as its application requirements, admission policies and procedures, and public random drawing procedures.

6. To the extent required by law, Charter Corporation and Charter School agree to comply at all times with all applicable state and/or federal laws (which may be amended from time to time), including, but not limited to, those set forth in Education Code § 47604.1 and the following:

   a. The Ralph M. Brown Act (Government Code § 54950 *et seq.*);

   b. The California Public Records Act (Government Code § 7920.000 *et seq.*);

   c. Conflict of interest laws applicable to charter schools, including without limitation, the Political Reform Act and its administration by the California Fair Political Practices Commission (Government Code § 81000 *et seq.*);

   d. Government Code § 1090 *et seq.*, as set forth in Education Code § 47604.1;

   e. The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g);

   f. The Child Abuse and Neglect Reporting Act (Penal Code § 11164 *et seq.*);

   g. The Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 *et seq.*);

   h. The Americans with Disabilities Act ("ADA") and the Americans with Disabilities Act Amendments Act of 2008 ("ADAAA") (42 U.S.C. § 12101 *et seq.*);

   i. The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;

   j. The California Fair Employment and Housing Act ("FEHA") (Government Code § 12900 *et seq.*);

   k. The Age Discrimination in Employment Act ("ADEA") (29 U.S.C. § 621 *et seq.*);

   l. Section 504 of the Rehabilitation Act of 1973 (29 U.5.C. § 794 *et seq.*);

   m. Education Code § 220 (prohibiting discrimination); and

   n. The Uniform Complaint Procedures (5 CCR § 4600 *et seq.*).

7. Charter Corporation agrees that all of its records that relate in any way to the operation of Charter School, including those submitted to the District, shall be treated as public records subject to the requirements of the Public Records Act, as well as Education Code § 47604.3.

H. Fiscal Relationship

1. Oversight Obligations. The District's oversight obligations include, but are not limited to, the following:

   a. Review and revision of this Agreement, and subsequent agreements, to clarify and interpret the Charter, and any revisions to the Charter and the relationship between Charter School and the District.

b. Monitoring performance and compliance with the Charter and with applicable laws, including the following:

   i. Identifying at least one staff member as a contact person for Charter School;

   ii. Visiting Charter School at least annually;

   iii. Ensuring that Charter School complies with all reports required of charter schools by law, including the local control and accountability plan and annual update to the local control and accountability plan required pursuant to Education Code § 47606.5;

   iv. Monitoring the fiscal condition of Charter School; and

   v. Conducting the Charter revocation process, as necessary, pursuant to Education Code § 47607 and its applicable regulations, including investigating alleged violations, holding a public hearing, and monitoring efforts to cure.

   vi. Providing timely notification as set forth in Education Code § 47604.32(a)(5) to the California Department of Education if any of the following circumstances occur or will occur with regard to Charter School: renewal of the Charter is granted or denied; the Charter is revoked; or Charter School will cease operation for any reason.

2. Charter School shall promptly respond to all reasonable inquiries of the District regarding Charter School's financial records.

3. For purposes of fiscal oversight and monitoring by the District not covered in the financial reporting section, Charter Corporation shall provide the District with a copy of documents, data and reports in the reasonable form and at the times specified by the District.

4. Charter Corporation shall provide such other documents, data and reports as may be reasonably requested or required by the County Superintendent of Schools, including the annual reports set forth in Education Code § 47604.33, which must be prepared and submitted to the District and the County Superintendent of Schools.

5. The District shall use any financial or other information it obtains from Charter Corporation and Charter School, including, but not limited to, the reports required by Education Code § 47604.33, to perform its duties described in Education Code § 47604.32(a), including monitoring the fiscal condition of Charter School.

6. It is recommended that Charter School maintain a minimum ending fund balance of not less than 3% as a reserve for economic uncertainties.

7. Oversight Services. Charter Corporation shall pay the District an amount equal to one percent (1%) of Charter School's revenues (excluding any monies for which the District has received as indirect cost rate charge) to cover the actual cost of supervisorial oversight. Charter School's revenue means the LCFF entitlement. This is the amount received in the current fiscal year from the LCFF calculated pursuant to Education Code § 42238.02, as implemented by Education Code § 42238.03. Payment shall be made by Charter Corporation monthly, at the same time as the in-lieu property taxes are distributed by the District.

8. The Parties agree the District shall not act as fiscal agent for Charter Corporation or Charter School. It is agreed Charter Corporation shall be solely responsible for all fiscal services for Charter School, including payroll, purchasing, attendance reporting, and completion and submission of state budget forms. The District shall process and transfer to Charter Corporation all payments received by the District for Charter School in a timely fashion.

9. To the extent Charter Corporation wishes to contract with the District for any services to Charter School beyond those specified in this Agreement, a separate written contract with the District shall be required and the costs of such services shall be paid in full by Charter Corporation.

I. Financial Reporting

1. Budget Data

   a. The Charter Corporation shall provide the District for review a preliminary budget and supporting documents on or before May 15th of each year. All key budget variables, including revenue, expenditure, debit, and beginning and ending balance variables shall be defined. The District and Chater Corporation will continue to communicate during the period between this submission and the County Superintendent of School's July 1st annual deadline for submission of the Charter Corporation's final adopted budget. Any changes the Charter Corporation makes to the preliminary budget shall be communicated to the District within one business day.

   b. The adopted budget and signed certification following approval by the Charter Corporation's Governing Board shall be provided to the District for review the day after it is approved and must be provided no later than June 25th of each year.

   c. A copy of Charter Corporation's adopted budget guidelines, fiscal policies, and internal controls shall be provided to the District within four weeks of this Agreement being approved by both Parties followed by annual updates on or before June 30th of each year. The District will include additional reminders of fiscal deadlines and electronic documentation as needed using EpiCenter or a similar tool.

2. Cash Flow Data

   a. Cash flow projections shall be submitted with each interim financial report, as detailed below.

   b. The District shall be notified at least three (3) weeks in advance (or a shorter time period upon showing of good cause by Charter School) of any action by Charter Corporation's Governing Board to incur short- or long-term debt. Financing documents shall be made available for the District's review upon request. This report regarding issuance of debt must include financial details and conditions of such debt, including but not limited to, a resolution by the Charter Corporation's Governing Board defining the nature of the debt, and the terms specified in a loan agreement or debt instrument. The District shall not provide advice on debt issuance or financial transactions of the Charter Corporation, and nor shall the reporting of this information to the District be construed as the District approving or endorsing such action on behalf of the Charter Corporation. The Parties acknowledge and agree that the issuance of debt by or on behalf of the Charter Corporation shall not obligate the District to pledge any funds or security for the repayment of the debt

or to make any appropriation for the repayment of such debt or otherwise impose any responsibility or liability for any such debt on the District, except as specifically otherwise agreed in writing.

c. The District shall provide Charter Corporation with in-lieu property tax estimates and other available financial data necessary for Charter Corporation to meet its budget and fiscal obligations outlined in this Agreement and in applicable law within a reasonable period of time after a written request by Charter Corporation, but in no case later than 30 days thereafter.

3. Financial Data

a. The first interim financial report and signed certification shall be prepared and submitted to the County Superintendent of Schools on or before December 15th of each year. Charter Corporation shall provide the District with its first interim financial report and signed certification approximately one (1) month prior to the County Superintendent of Schools' submission deadline. This first interim financial report shall reflect changes through October 31st.

b. The second interim financial report and signed certification shall be prepared and submitted to the County Superintendent of Schools on or before March 15th of each year. Charter Corporation shall provide the District with its second interim financial report and signed certification approximately one (1) month prior to the County Superintendent of Schools' submission deadline. This second interim financial report shall reflect changes through January 31st.

c. The third interim financial report and signed certification shall be prepared and submitted to the District on or before June 1st of each year, if deemed necessary. This third interim financial report shall reflect changes through April 30th.

d. The final unaudited financial report and signed certification for the full prior year shall be prepared and submitted to the County Superintendent of Schools on or before September 15th of each year. Charter Corporation shall provide the District with its unaudited financial report and signed certification approximately one (1) month prior to the County Superintendent of Schools' submission deadline.

4. Financial Audit

a. Charter Corporation shall provide a copy of Charter School's audited financial report to the District, the County Superintendent of Schools, the State Controller, and the California Department of Education by December 15th of each year.

b. Audit exceptions or deficiencies identified in the audit report shall be addressed by Charter School through the development of a corrective action plan outlining how and when they will be resolved to the District's satisfaction. The corrective action plan shall be provided to the District by January 15th of each year or within four weeks following the finalization of the audited financial report, whichever is later.

J. Attendance Reporting

1. Charter Corporation shall use commercially available attendance accounting software (such as Power School, etc.) for student attendance accounting at Charter School.

2. Charter Corporation, on behalf of Charter School, shall submit enrollment and attendance data as required to receive apportionment of funding according to the specified deadlines. The District's staff shall review and certify the accuracy of Charter School's attendance data submitted by Charter Corporation only when all documentation has been submitted and is accurate. Attendance data submitted without the requisite detail will not be processed and may result in a delay of funding to Charter School.

3. Student data covering demographic suspensions and expulsions, and program participation, etc., are needed for effective oversight responsibilities as well as timely and efficient state and federal reporting on behalf of the District and charter schools. Consequently, Charter School shall adhere to the following:

   a. Charter School shall submit student enrollment projections to the District by March 1st of the preceding school year.

   b. Charter Corporation shall submit monthly summary reports of enrollment and Average Daily Attendance ("ADA") no later than five business days following the close of the period.

   c. Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit.

   d. Charter School shall provide copies of P-1 and P-2 and annual state attendance reports to the District by January 15th, April 30th, and June 20th, respectively, of each year.

   e. Charter School shall provide to the District copies of amended state attendance reports, if any, within three weeks of discovery of the need for making such an amendment.

K. Students with Disabilities

1. Section 504 of the Rehabilitation Act of 1973 & Americans with Disabilities Act of 1992

   a. The Charter Corporation shall comply with Section 504 of the Rehabilitation Act of 1973 ("Section 504"), the Americans with Disabilities Act of 1992 ("ADA"), all Office for Civil Rights mandates for students enrolled in charter schools, and any other applicable state and federal anti-discrimination laws to ensure that no qualified person with a disability shall, on the basis of the disability, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter Corporation.

   b. The Charter Corporation shall be solely responsible, at its own expense, for its compliance with Section 504 and the ADA. The Charter Corporation shall adopt and at all times maintain a current Section 504 policy, procedure, and forms. By September 1 of each year, the Charter Corporation shall designate a Charter Corporation employee responsible for Section 504 and ADA compliance and notify the District, in writing, of the name of the responsible individual.

c. The Charter Corporation shall ensure compliance with its procedures and Section 504 for disciplinary action against disabled students.

2. Special Education and Related Services under the Individuals with Disabilities Education Act (IDEA)

   a. The Charter Corporation has elected to be its own local education agency ("LEA") and member of the Fresno County Charter Special Education Local Plan Area ("SELPA") in conformity with Education Code § 47641(a). As such, the Charter Corporation shall be solely responsible for all aspects of compliance with state and federal special education laws, including, but not limited to, the IDEA and California Education Code and their implementing regulations. Additionally, the Charter Corporation shall be responsible for ensuring the provision of special education and related services consistent with students' individualized education programs ("IEPs").

   b. The Charter Corporation understands that any modification to its status as an LEA, including seeking membership in another SELPA, requires written notice to the District and modification of this Agreement.

   c. The Charter Corporation understands that no special education and related services, nor any other responsibilities under the IDEA, will be provided by the District to Charter School students, regardless of the school district of residence of the students.

3. The Charter Corporation agrees that all pupils shall have access to Charter School, no student shall be denied admission due to disability, and admission preferences shall not result in limiting enrollment access for pupils with disabilities. The Charter Corporation agrees it shall have the means in place to achieve a balance of special education pupils that is reflective of the general population residing within the territorial jurisdiction of the District and that it will comply with all applicable state and federal laws related to students with disabilities.

4. The Charter Corporation's insurance obligations pursuant to the Charter and/or this Agreement, specifically including all requirements to provide insurance coverage for the District and District Personnel, shall extend with full force and effect to any and all matters in any way related to or arising from compliance with Section 504, the ADA, and/or the IDEA, the provision of services to students with disabilities, and access to the Charter School and its facilities pursuant to said laws.

5. Complaints. The Charter Corporation shall respond to and investigate all complaints received involving students with disabilities, including, but not limited to, any complaints under the IDEA, Section 504, ADA, and/or California Education Code. The District shall have no involvement in any complaints relating to students with disabilities and compliance, unless the District determines its involvement is necessary as a result of its oversight responsibilities.

6. Indemnity. The Charter Corporation agrees to defend, indemnify, and hold harmless the District and District Personnel from any liabilities, claims, demands, and attorneys' fees and costs arising out of, or in any way related to, compliance with the IDEA, Section 504, ADA, Education Code, and/or similar law, including the provision of special education and related services and access to the Charter School and its facilities. The Charter Corporation further agrees to defend, indemnify, and hold harmless the District and District Personnel from any liabilities, claims, demands, and attorneys' fees and costs arising out of, or in any way related

to, any special education and related services that may have been previously provided to the Charter Corporation by the District.

L. Insurance and Risk Management

1. No coverage shall be provided to the Charter School/Charter Corporation by the District, including self-insured programs or commercial insurance policies. It shall continue to be the Charter School/Charter Corporation's responsibility, not the District's, to monitor its vendors, contractors, partners, or sponsors for compliance with the insurance requirements.

2. The Charter School/Charter Corporation shall purchase and maintain in full force and effect at all times during the term of its Charter and any renewal thereof and/or this Agreement, unless and until alternative insurance requirements may be agreed upon by the chartering authority, insurance in amounts and types and subject to the terms approved by the District's risk manager and as specified below. The Charter School/Charter Corporation's obligations to acquire and maintain insurance as provided in this section of the Agreement shall survive the revocation, expiration, termination, or cancellation of the Charter and/or this Agreement or any other act or event that would end the Charter School/Charter Corporation's right to operate as a charter school pursuant to its Charter or cause the Charter School/Charter Corporation to cease operations until the Charter School/Charter Corporation has fully complied with the Closure Procedures set forth in the Charter and/or this Agreement and any additional closure procedures required by law, regulation, or required by the CDE.

3. Without limiting the Charter and/or this Agreement and/or the defense, indemnity, and hold-harmless obligations of the Charter School/Charter Corporation, throughout the life of the Charter, the Charter School/Charter Corporation shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A or A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

   COMMERCIAL GENERAL LIABILITY insurance and/or coverage, which shall include coverage for: "bodily injury," "property damage," "advertising injury," and "personal injury," including, but not limited to, coverage for products and completed operations, with combined single limits of not less than $2,000,000 per occurrence and $5,000,000 in the aggregate. This coverage will be on an occurrence basis. Additionally, Excess Liability coverage, sometimes known as umbrella coverage, shall be procured in the amount of $10,000,000 per occurrence.

   A. General Liability Insurance Endorsement Negligence Related to Sexual Abuse or Molestation providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of sexual abuse with liability coverage of $10,000,000 per occurrence. Such insurance must include coverage for sexual abuse perpetrated by a student, students in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible. This policy shall be endorsed specifically to include coverage for any and all contractors, invitees, or others hired by or permitted to be on campus and/or otherwise have access to Charter School students.

B. General Liability Insurance Endorsement Negligence providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of corporal punishment. Such coverage shall provide for defense with liability coverage of $10,000,000 per occurrence. Such insurance must include coverage for corporal punishment perpetrated by a student in supervised internship program, employed school psychologists and counselors, employee, officer or director, business invitee, volunteer or representative, and agent for whose conduct the insured entity is responsible.

SCHOOL BOARD LEGAL LIABILITY and ERRORS AND OMISSIONS $5,000,000.00 per occurrence, with an aggregate policy limit of $10,000,000. School board legal liability (SBLL) insurance protects school board members, employees, and administrators from claims of wrongful acts. It is also known as educators' legal liability (ELL) insurance.

EMPLOYEE BENEFITS LIABILITY insurance and/or coverage which shall include coverage for errors and omissions in the administration of an employee benefit program. Such coverage shall be in an amount not less than $ 1,000,000 per occurrence and $1,000,000 in the aggregate.

PROPERTY insurance and/or coverage, which shall include: (a) coverage for real property on an "all risk" basis with full replacement cost coverage and code upgrade coverage if the Charter School/Charter Corporation or a related or associated entity owns the stie and/or the improvements on the site, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of the Charter School/Charter Corporation. If any District property is leased, rented, or borrowed, it shall also be insured by the Charter School/Charter Corporation in the same manner as (a), (b), and (c) above.

COMMERCIAL AUTO LIABILITY insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than $5,000,000 per person and per occurrence.

WORKER'S COMPENSATION insurance and/or coverage, as required by applicable law, with not less than statutory limits.

FIDELITY BOND coverage shall be maintained by the Charter School/Charter Corporation to cover all Charter School/Charter Corporation employees who handle, process or otherwise have responsibility for Charter School/Charter Corporation funds, supplies, equipment or other assets. Minimum amount of coverage shall be $1,000,000 per occurrence.

CYBER LIABILITY coverage for both electronic and non-electronic data breach of $1,000,000 per occurrence with an aggregate limit of not less than $2,000,000.

4. Charter School/Charter Corporation shall be responsible, at its sole expense, for separately insuring its personal property.

5. All of the insurance and/or coverage required by the Charter and/or the foregoing provisions of this Agreement shall: (a) be endorsed to name the District, officers, Board or Superintendent appointed groups, committees, boards, and any other Board or Superintendent appointed body,

and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the "District and the District Personnel") as additional insureds; (b) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the District and/or by the District Personnel shall be in excess of the Charter School/Charter Corporation's insurance and/or coverage required by the Charter and/or the foregoing provisions of this Agreement and shall not contribute with the primary insurance and/or coverage to be provided by the Charter School/Charter Corporation; (c) shall be on an "occurrence" basis rather than a "claims made" basis, excepting only educators' legal liability and errors and omissions insurance and/or coverage, which shall be on a "claims made" basis; and (d) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

6. Each policy of insurance and/or memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement shall be endorsed to state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days' prior written notice thereof given by the insurer to the District by U.S. Mail, certified, or by personal delivery. In addition to such notice provided to the District by the insurer, the Charter School/Charter Corporation shall also provide the District with thirty (30) days' prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement, and any permitted change to any policy of insurance or memorandum of coverage shall be evidenced in accordance with the Verification of Coverage requirements below. If at any time any policy of insurance or memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, the Charter School shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code Section 47607 and/or shall become void at the District's option.

7. The coverage and limits required hereunder and/or District's acceptance of the insurance and/or coverage required by the provisions of this Agreement shall not in any way limit the liability or responsibility of the Charter School/Charter Corporation or any insurer or joint powers authority to District.

8. Each policy of insurance and/or memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement shall be endorsed to state that all rights of subrogation against the District and/or the District Personnel are waived.

9. VERIFICATION OF COVERAGE

The Charter School/Charter Corporation shall provide to the District duplicate originals of each policy of insurance and/or each memorandum of coverage required by the Charter and/or the foregoing provisions of this Agreement, including all declarations, forms, and endorsements, which shall be received and approved by the District risk manager within thirty (30) days of the approval of this Agreement and by July 1 and January 7 of each year thereafter, and at any other time that a policy of insurance and/or memorandum of coverage is changed and at any other time a request is made by the District for such documents. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of duplicate originals and original endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of the Charter School/Charter Corporation to defend, indemnify, and hold harmless the District and the District Personnel.

10. DEDUCTIBLES AND LIMITS OF LIABILITY

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the Charter and/or the foregoing provisions of this Agreement shall not reduce or limit the obligation(s) of the Charter School/Charter Corporation to defend, indemnify, and hold harmless the District and the District Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the Charter and/or the foregoing provisions of this Agreement shall not be reduced by or apply to defense costs or attorney's fees incurred to defend against covered claims.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the Charter and/or the foregoing provisions of this Agreement must be declared to and approved by the District.

11. If Charter School/Charter Corporation maintains broader coverage and/or higher limits than the minimums shown herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by Charter School/Charter Corporation. Charter School/Charter Corporation's liability policy or policies must provide all liability Charter School/Charter Corporation is required to insure against by law and is authorized to insure against.

12. The Charter School/Charter Corporation and District anticipate that the required levels and types of insurance coverage required to meet the District's risk management standards may change over time. Charter School/Charter Corporation agrees to maintain such insurance as may be required by the District, the terms of which may be updated annually by the District, or more frequently with Charter School/Charter Corporation's agreement, and they shall enter into an amendment to this Agreement to revise the terms of the required coverage should the District determine such an amendment or addendum is preferred.

13. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent or their designee. The minimum insurance requirements as specified herein do not represent a determination by District that the coverage is adequate or sufficient to protect Charter School/Charter Corporation from risk related to its operations, and

Charter School/Charter Corporation must determine whether and what additional coverage may be appropriate for its operations.

14. The Charter School/Charter Corporation shall notify the District of any litigation or legal action taken or claims made by any party against the Charter School/Charter Corporation or any employee, including but not limited to any special education complaint or due process hearing or any complaint filed with the Public Employees Relations Board, within 15 days of the Charter School/Charter Corporation's receiving notice. The Charter School/Charter Corporation shall promptly respond to all reasonable inquiries from the District regarding any claims against the Charter School/Charter Corporation and/or any obligation of the Charter School/Charter Corporation under the foregoing provisions of this Agreement. The Parties recognize that some records relating to claims and litigation may be confidential and thus not disclosable to the District, though the confidentiality of particular records does not limit the Charter School/Charter Corporation's obligation to report to the District the existence of the litigation, legal action, or claim.

15. The Charter School/Charter Corporation shall promptly respond to all inquiries from the District regarding any claims against the Charter School/Charter Corporation and/or any obligation of the Charter School/Charter Corporation under the foregoing provisions of this Agreement.

16. The above-described provisions set forth the minimum standards for insurance to be acquired and maintained by the Charter School/Charter Corporation, but the District does not provide risk management services to the Charter School/Charter Corporation and nothing herein shall be construed as the District advising the Charter School/Charter Corporation regarding the sufficiency of such coverage to protect the Charter School/Charter Corporation's interests.

17. Health benefits plans and policies shall be provided, upon request, to the District within eight weeks of mutual approval of this Agreement and thereafter annually by no later than two weeks prior to the commencement of each school year.

M. <u>Indemnification</u>

1. To the fullest extent permitted by law, the Charter School/Charter Corporation agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to District, and hold harmless the District, officers, Board or Superintendent appointed groups, committees, boards, and any other Board or Superintendent appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns ("Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney's fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission on the part of the Charter School/Charter Corporation, and/or on the part of the board of directors, officers, board appointed groups, committees, boards, and any other Charter School/Charter Corporation appointed body, and administrators, employees, attorneys, agents, representatives, volunteers, subcontractors, invitees, successors, and/or assigns of the Charter School/Charter Corporation arising from or in any way relating to the performance of and/or to the failure to perform in whole or in part any obligation under the Charter and/or this Agreement and/or in any way related to the operation or operations of the Charter School/Charter Corporation or of any other facility, program, or activity.

2. The obligations of the Charter School/Charter Corporation to defend the District and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claims, demands, actions, causes of action, or suits within the scope of these provisions of the Charter and/or this Agreement. However, nothing in this provision shall be construed to obligate the Charter School/Charter Corporation to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee's sole negligence or from an Indemnitee's willful misconduct where such sole negligence or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the sole negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of the Charter School/Charter Corporation shall be for that portion of the loss(es) not due to the sole negligence or the willful misconduct of such Indemnitee(s).

3. The Charter School/Charter Corporation further specifies that its indemnification, defense, and hold harmless obligations pursuant to the Charter and this Agreement extend with full force and effect to indemnify, defend, and hold the Indemnitees harmless from any and all financial obligations in the event of an unbalanced budget and to any and all matters in any way related to or arising from compliance with the IDEA, Section 504, the Americans with Disabilities Act, and the provision of services to students with special needs and access to the Charter School/Charter Corporation and its facilities..

4. The Charter School/Charter Corporation's obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in this section of this Agreement, shall survive the revocation, expiration, termination, or cancellation of the Charter and/or this Agreement or any other act or event that would end the Charter School's right to operate as a charter school pursuant to its Charter or cause the Charter School/Charter Corporation to cease operations.

5. Pursuant to Education Code Section 47604(d), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authorizing entity has complied with all oversight responsibilities required by law.

6. The Charter School shall at all times be operated by or as a nonprofit public benefit corporation. Nothing in this paragraph shall serve to reduce or excuse the Charter School/Charter Corporation's obligations to obtain and maintain the insurance required by the Charter and/or this Agreement and/or its obligation to indemnify, defend, and hold harmless the Indemnitees, as set forth in the Charter and this Agreement.

N. <u>School Safety Plan</u>

1. Charter School shall have a school safety plan that includes the safety topics listed in Education Code § 32282(a)(2)(A) to (N) as required by Education Code § 47605(c)(5)(F) and including an instructional continuity plan in conformance with Education Code § 32282(3).

2. A copy of Charter School's school safety plan shall be provided to the District two weeks prior to commencement of the first school year and when reviewed and updated annually by March 1st of each year.

The school safety plan shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address Charter School's procedures for complying with existing laws related to school safety including, but not limited to, the safety topics listed in Education Code § 32282(a)(2)(A)-(N).

O. Human Resources Management

1. All staff working at Charter School are employees of Charter Corporation, which shall have sole responsibility for employment, management, salary, benefits, dismissal, and discipline of its employees.

2. Charter Corporation is deemed the exclusive public employer of the employees of Charter School for the purposes of the Educational Employee Relations Act (EERA) under Government Code § 3540 *et seq.* and will be considered the public school employer of the employees at Charter School for purposes of collective bargaining.

3. Actual staffing data shall be provided to the District, upon request. Teacher credentials and permits shall be maintained on file at Charter School and shall be subject to annual inspection by the District. Copies of credentials and a list of teaching and class assignments for each teacher shall be made available by Charter School through the California Statewide Assignment Accountability System (CalSAAS). Charter School shall also work cooperatively with the District's credentialing office to complete and maintain as current, at the commencement of each school year and upon the hiring of any new certificated employee, or at other times as the District may request, the District's documentation of credentials of all Charter School credentialed staff and of the teaching and class assignments for each teacher at the Charter School.

4. Charter School shall comply with the credentialing requirements for teachers at Charter School set forth in Education Code § 47605(l) as well as any applicable federal laws. Charter School will provide written verification of compliance with Education Code § 47605(l) to the District at the commencement of each school year.

5. Certificated and noncertificated employee salary schedules shall be provided to the District upon request. A copy of Charter Corporation's personnel and payroll policies shall be provided annually by August 1st. Copies of individual employment contracts shall be maintained on file at Charter School and shall be subject to periodic inspection by the District.

6. Charter Corporation shall provide to the District, upon request, the job descriptions and qualifications for each position at Charter School.

7. Charter Corporation may process Charter School's State Teachers' Retirement System (STRS) and Public Employees Retirement System (PERS) deductions and contributions. Charter Corporation shall accept and assume sole financial responsibility for all STRS and PERS reporting fines and penalties resulting from incomplete, inaccurate, or late reports and/or inadequate or late deposits from any cause whatsoever, except to the extent resulting from the sole negligence of the District. Such responsibility shall include but not be limited to any and all reporting fines and/or penalties.

8. Charter Corporation shall distribute a copy of its Employee Handbook to each employee at Charter School each year. At a minimum, the handbook shall include a statement that Charter Corporation is the exclusive public employer of employees at Charter School and has sole

responsibility for employment, management, salary, benefits, dismissal, and discipline of its employees. The handbook shall also include specific expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements. Such handbook shall be provided to the District upon request.

9. At all times during the term of the Charter, Charter Corporation employees at Charter School, parent volunteers who will be performing services with Charter School's pupils who are not under the direct supervision of a certificated teacher, and all vendors having unsupervised contact with Charter School's pupils shall submit to background checks and fingerprinting in accordance with Education Code §§ 44830.1 and 45125.1. Charter Corporation shall provide certification to the District that all such employees, volunteers, and vendors have cleared a criminal record check through the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI) prior to having any unsupervised contact with pupils.

10. Charter Corporation shall maintain on file and have available for inspection during site visits, evidence it has performed criminal background checks for all employees and documentation certifying that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with pupils.

P. <u>Student Records/Expulsions</u>

1. To the extent necessary to discharge the District's reasonable supervisorial oversight activities, Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled, upon request, to access Charter School's education records under FERPA (20 U.S.C. § 1232g) and related state laws regarding student records. The District, Charter School, and their officers and employees shall comply with FERPA and state laws regarding student records.

2. Should a pupil who has been recommended for expulsion by the Charter School administrator responsible for such recommendation pursuant to the student discipline procedures withdraw from enrollment at the Charter School prior to the completion of the expulsion process, the Charter School shall continue with and complete the expulsion process and make a final determination regarding expulsion regardless of the withdrawal the student from the Charter School.

3. If a Charter School pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days pursuant to Education Code § 47605(e)(3) and concurrently provide notice to the District. Charter School shall maintain records of such notifications during the term of this Agreement for the District to review upon request.

4. Neither Charter School nor the District shall be obligated to accept enrollment of any pupil who has been expelled from the other party during the term of the expulsion, consistent with applicable law(s) and policy. This shall not be read to mean Charter School may not refer expelled pupils to the District if the District is the pupil's school district of residence. Charter School may still refer expelled pupils back to the pupil's district of residence, which may be the District. However, the Parties understand and agree Charter School has no control of or responsibility for the District's decision to accept such pupils after Charter School's referral.

5. Students expelled from any school for any of the offenses listed in Education Code Section 48915(a) or 48915(c) shall not be permitted to enroll in the Charter School during the period of their expulsion.

6. Charter School shall provide Charter School's student discipline policies to the District upon commencement of the first year of instruction and annually thereafter. Notwithstanding any language to the contrary in the Charter, revisions to the causes or procedures for suspension or expulsion beyond those necessary to comport with current laws as applicable to charter schools or to reflect changes in Education Code Section 48900 *et seq.* applicable to non-charter schools shall constitute a material revision to the Charter unless determined by the District not to be a material revision.

7. Charter School may request the District to process student expulsions; whether to provide such service will be in District's sole discretion. The District will charge Charter School for the cost associated with the provision of the student expulsion services at the then current rate.

Q. <u>Transportation</u>

1. Charter Corporation shall be responsible for any and all transportation offered to pupils who enroll in Charter School, including but not limited to any and all transportation required in any student's IEP or Section 504 Plan and/or as required by the McKinney-Vento Homeless Education Assistance Act.

2. Charter School may, at its sole option, provide transportation services for Charter School's pupils to and from Charter School.

3. Charter School shall be responsible for providing transportation for field trips, including using public transportation.

4. Charter School must adhere to all applicable federal, state, and local laws and regulations when transporting students including, but not limited to:

   a. California Vehicle Code (CVC)

   b. California Education Code

   c. Federal Motor Carrier Safety Administration Act (FMCSA)

   d. California Department of Motor Vehicle Code

   e. California Motor Vehicles Regulations, Title 13 of the California Code of Regulations

   f. California Emergency Medical Services Authority (EMSA) Emergency First Aid Guidelines

   g. California Air Resources Board (CARB) Regulations

   h. Title VI of the Civil Rights Act of 1964

   i. Individuals with Disabilities Education Act (IDEA)

5. If the Charter Corporation provides transportation to or from a school or school activity it shall prepare a transportation safety plan prior to such activities (and revise the plan as required) containing procedures for school personnel to follow to ensure the safe transport of pupils. The plan shall address all the following: (a) determining if pupils require escort pursuant to Vehicle Code section 22112(d)(1); (b) procedures for all pupils in prekindergarten, kindergarten, and grades 1 to 8, inclusive, to follow as they board and exit the appropriate school bus at each pupil's school bus stop; (c) boarding and exiting a school bus at a school or other trip destination; (d) procedures to ensure that a pupil is not left unattended on a school bus, school pupil activity bus, or youth bus if applicable to the grade levels served; (e) procedures and standards for designating an adult chaperone, other than the driver, to accompany pupils on a school pupil activity bus. The plan shall be retained and made available upon request to an officer of the California Highway Patrol.

6. Pending availability, Charter School may request the use of the District's buses for field trips, which will be provided in the District's sole discretion. Such request must be sent to the District's Transportation Department and Charter School shall pay the cost of the field trip buses. Should Charter School otherwise require charter buses, Charter School shall be solely responsible for arranging, contracting, and paying for such buses through third part charter bus vendors.

R. <u>Nutritional Services</u>

1. Charter School shall make available a nutritionally adequate breakfast and a nutritionally adequate lunch free of charge and with adequate time to eat, as determined by Charter School in consideration of the recommendations provided by the California Department of Education, during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, except as set forth in the exceptions listed in Education Code § 49501.5.

2. The meals made available by Charter School shall be nutritionally adequate meals that qualify for federal reimbursement.

3. Charter School shall be responsible for providing its own food services. If Charter Corporation wishes the District to operate food services (breakfast and lunch) for Charter School, such service shall be subject to a separate written agreement and provided at the District's sole discretion, and the District will retain the state and/or federal revenue for any food services provided by the District to Charter School. The District may provide food services for Charter School during any extended school year (i.e., summer school). The District shall advise Charter School as to any necessary reporting required by state or federal agencies.

S. <u>Educational Program</u>

1. Subject to the District's oversight and compliance with the Charter and applicable state and federal law, Charter Corporation is autonomous for the purposes of, among other things, deciding Charter School's educational program.

2. Charter Corporation shall comply with and adhere to the state requirements for participation and administration of all state mandated tests for Charter School.

3. Charter School shall comply with Education Code § 47606.5 (regarding local control and accountability plans and annual updates thereto), as that statute may be amended from time to

time, as well as its applicable regulations. Charter School's initial local control and accountability plan (LCAP) and its annual update to the LCAP shall be prepared and submitted to the District and the County Superintendent of Schools on or before July 1st of each year, unless a different date is established by law.

4. Charter School's calendar shall be submitted annually to the District for review and verification of compliance with instructional day and minutes requirements. Any calendar changes must be provided to the District by April 1st prior to the beginning of a new school year. Any calendar changes made following April 1st must be provided to the District immediately and no later than ten business days following the change.

5. Charter School is accountable for pupil outcomes identified in the Charter.

6. Charter Corporation will prepare an annual report providing all information necessary to demonstrate Charter School is meeting the applicable accountability standards. The annual report shall be provided to the District by June 30th of each year. The District and Charter Corporation will collaborate to prepare a template and technical assistance to support development of the annual report.

7. At the request of the District, Charter Corporation shall present updates and/or reports regarding Charter School to the District during the year.

T. <u>English Learner Services</u>

1. If Charter School is using the District's English Learner Services, students who enroll at Charter School shall complete a Home Language Survey at the time of enrollment. Charter School shall then email (to HLS@fresnounified.org, unless the District provides a replacement email address) the surveys to the District's Department of English Learner Services, which will coordinate the initial testing for these students. After testing, the Department will send the test results to Charter School.

U. <u>Facilities</u>

1. Charter Corporation agrees that it is not currently seeking facilities for Charter School from the District under Proposition 39. If Charter School seeks facilities in the future, it understands it must follow the requirements regarding requesting Charter School Facilities set forth in Education Code § 47614 and the regulations related thereto as well as the District's requirements for Charter School Facilities.

2. All facilities used by the Charter School shall meet all applicable fire and safety code requirements, will conform with the requirements of Education Code §§ 47610(d) and/or 47610.5, and will conform with all applicable provisions of the Americans with Disabilities Act and any other applicable federal and state requirements. All facilities shall be approved by the local fire marshal for the use intended.

V. <u>Material Revisions to the Charter</u>

1. Changes to the Charter deemed to be a material revision shall be made only with prior approval from the District. Changes to the Charter considered to be a material revision include, but are not limited to, the following, unless a specific proposed revision is determined by the District Superintendent or designee not to constitute a material revision:

a. Substantive changes to the educational program, mission, or vision of Charter School, including the addition or deletion of a major program component that is a distinctive feature of Charter School, such as STEM, language immersion, grade level grouping, arts integration, etc.

b. Adding a classroom-based or non-classroom-based program or facility not expressly authorized by the Charter.

c. Proposed changes in enrollment that represent an increase or decrease from the enrollment originally projected in the Charter by more than 25% in any grade level or 10% of total enrollment in any given year.

d. Addition or deletion of grade levels to be served for the program as a whole or in a given year that is not expressly authorized by the Charter, or as otherwise required by law.

e. Changes to location or addition or closure of facilities, including school sites, resource centers, meeting space, or other satellite facility including the opening of a new facility. Should the Charter School require the use of a temporary location rented or otherwise obtained for short term school related purposes, it shall first consult with the District and the Superintendent shall determine if the proposed use constitutes a material revision.

f. Changing the name of Charter School.

g. Entering into a contract to be managed or operated by any other nonprofit public benefit corporation other than Charter Corporation.

h. Substantive changes to admission policies and procedures and/or enrollment preferences identified in the Charter, unless required by law.

i. Substantive changes to the governance structure as described in the corporate bylaws, including, but not limited to, changes in the authorized number of Governing Board members, method by which sitting Board members are removed, method by which new Board members are selected, and/or provisions that reduce the size of the quorum required for a meeting and majority required for action. Revisions to the bylaws to ensure compliance with legal updates that do not affect the Charter may not be considered a material revision by the District.

2. Notice of a revision to the Charter that the Charter Corporation does not believe to be material shall be provided, in writing, at least 10 business days in advance of Charter Corporation's Governing Board meeting at which the revision is to be acted on.

W. <u>Site Visits</u>

1. The District shall conduct at least one site visit to Charter School annually in accordance with the Charter Schools Act. The information gathered will be used to assess Charter School's progress in governance and organizational management, implementation of the educational program, measurable pupil outcomes, fiscal operations, and fulfillment of the terms of the Charter and this Agreement.

2. A school site visit may include review of the facility, review of records maintained by Charter School, and interviews with the management of Charter School and/or Charter Corporation,

Charter School employees including the site principal, and Charter School's pupils, parents and legal guardians, as well as observation of instruction in the classrooms.

3. Any deficiencies will be reviewed with Charter School's site leadership and Charter Corporation and an opportunity for comment, explanation and/or correction will be provided.

X. Renewal

1. Charter Corporation may seek renewal of Charter School's Charter in accordance with Education Code §§ 47607 and 47607.2. Charter Corporation shall submit its renewal petition to the District no earlier than September 1st of the last school year of its current term unless otherwise agreed in writing by the District.

2. The District and Charter School may mutually agree to schedule a renewal conference, which shall be attended by the District and Charter School. Charter School shall provide the District with a draft Renewal Petition at least five business days prior to the scheduled renewal conference, if any.

3. The petition for renewal of the Charter shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.

4. Any renewal or material revision request shall be formatted in accordance with and include the information and items identified in the District's Chater School Petition Renewal/Material Revision procedures document, as applicable, and include all the following materials:

    a. At least 14 hard copies (double-sided, 3-hole punched, unbound) of the entire renewal Charter (unless a different number of hard copies is agreed to by the District), with the entire document (including any appendices, exhibits, or attachments) sequentially numbered from the first through the last page (including any appendices, exhibits, or attachments), and also including a table of contents that includes references to all appendices/exhibits/attachments.

    b. A redline comparing the renewal/revision Charter to the current Charter included in each notebook.

    c. An electronic version of both the clean and redline versions of the renewal/revision Charter, submitted as follows:

        i. An electronic file version of all documents plus attachments should be uploaded via Epicenter and into a USB drive. Please submit the petition in both Microsoft® Word and PDF. It is acceptable for attachments to be submitted as a PDF, except the petition shall include an Excel spreadsheet of the five-year budget and an LCFF calculator, and page number shall be sequential and continuous throughout, and all attachments shall be identified in the Table of Contents.

        ii. The USB drive shall include the final master clean copy and a redlined copy of the changes made from the previous petition.

d. An electronic (Excel) version of the Budget including the LCFF calculator and a narrative explanation of budget assumptions. Charter School will provide all other fiscal data necessary to understand budget calculations upon request.

e. An electronic (Word) version of the currently approved and operating version of the Charter.

f. An executive summary (including page references) of the changes requested or made from the currently approved Charter (including as updated or clarified pursuant to this Agreement), and specific explanations of any requested material revision(s) to the Charter.

g. Renewal petitions must contain the California Dashboard data and state-wide testing data, including the data from the penultimate year of the Charter School's current term, as pertinent to renewal pursuant to Education Code Sections 47607(c) and 47607.2 or the alternative verifiable data provided for in Education Code 47607(c)(6) for that period and any and all other data, plans, or information necessary to support renewal pursuant to Education Code 47607 and 47607.2.

h. A signed certification of completeness.

i. An electronic (PDF) version of the entire petition package for publishing purposes.

j. Each of the items/components specified in the District's Charter Renewal/Material Revision Procedures.

5. The District delegates to the Superintendent or designee and the Charter Corporation Board delegates to the Executive Director or designee authority to waive or extend the timelines in this Agreement, the Charter, law, or applicable regulation, including but not limited to, for consideration or action on material revision and/or renewal of the Charter.

Y. Dispute Resolution

1. The Dispute Resolution element of the Charter is hereby replaced in their entirety with the following:

2. The Charter School/Charter Corporation and the District will attempt to resolve disputes amicably and reasonably without resorting to formal procedures. All timelines and procedures in this section may be revised upon mutual written agreement of authorized representatives of District and the Charter School.

3. If either the Charter School or District determines that a violation of the Charter, this Agreement, or other written agreement among the Parties may have occurred or a problem has arisen related to the operation of the Charter School and/or the District's oversight obligations, or a dispute otherwise arises between the District and the Charter School, the following procedures shall be followed to resolve the dispute:

A. Should the District determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately in accordance with Education Code Section 47607 and its implementing regulations or take action as it deems necessary.

B. In the event that the District believes the dispute relates to an issue that could lead to revocation of the Charter, participation in the dispute resolution procedures outlined herein shall not be interpreted to impede or act as a pre-requisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations. Rather, the District may choose, in its sole discretion, to proceed directly with the revocation procedures or may choose to participate in all or part of the dispute resolution procedures set forth below, and may terminate any voluntary participation in the dispute resolution procedures at any time.

C. If the violation or issue in question does not constitute a severe and imminent threat and/or the District has not decided to commence revocation procedures without following this dispute resolution procedure, either party will provide written notification of the violation or issue. The date that this notice is orally provided or sent shall be the "Notice Date." Any such notice provided by District will also constitute the notice required under the provisions of Education Code 47607(g) prior to revocation of a charter. Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and the meeting shall be held within ten (10) calendar days after the Notice Date. The District representative at the meeting will be the Superintendent or the Superintendent's designee, and the Charter School representative will be the Charter School Executive Director or the Executive Director's designee. If the dispute is not resolved at this meeting, or in strict accordance with any plan for resolution agreed upon at this meeting, the parties will proceed to Step D or take any other action they deem appropriate in response to the dispute. Any period of time agreed upon at the meeting for the Charter School to attempt to cure the issue shall be deemed and is agreed by the Charter School and the District to constitute the "reasonable opportunity to remedy the violation" provided for in Education Code Section 47607(g) prior to revocation of the Charter and the District shall not be required to provide an additional "reasonable opportunity to remedy the violation" during any revocation proceedings.

D. If the dispute is not resolved in accordance with the procedures through Step C, either Party will be deemed to have exhausted the administrative remedies of the Charter, this Agreement, or other written agreement among the Parties, and law and may pursue any alternative legal options for resolution, including revocation of the Charter by the District and/or other appropriate action in accordance with Education Code Section 47607 or applicable law.

4. Internal Disputes. The Charter Corporation Board will adopt policies and processes for airing and resolving disputes, other than those between the District and the Charter School, which are covered above. Parents/guardians, students, Board members, volunteers, and staff at the Charter School will be provided with a copy of the Charter School's policies and dispute resolution process.

5. Internal Disputes. The District will refer all disputes or complaints it receives not related to a possible violation of the Charter, this Agreement, or other written agreement among the Parties (including any addenda thereto) or law or to the operation of the Charter School or the District's oversight obligations, to the Charter School for resolution according to the Charter School's internal dispute resolution processes. The District may choose to submit disputes that are related to possible violations of the Charter, this Agreement, or other written agreement among the Parties (including any addenda thereto) or the law or to the operation of the Charter School or the District's oversight obligations to the Charter School for resolution according to the

Charter School's internal dispute resolution process. Should the District receive a complaint regarding the Charter School that is referred to the Charter School for investigation and/or resolution, the Charter School shall provide the District with updates regarding the Charter School's investigation and resolution of the matter regularly, upon request, and upon resolution of the complaint or issue. In the event that the Charter School's adopted policies and processes fail to resolve the dispute, the District agrees not to intervene in the dispute without the consent of the Charter Corporation's Board unless the matter relates to a possible violation of the Charter Renewal, this Agreement, or other written agreement among the Parties (including any addenda thereto) or law or to the operation of the Charter School or the District's oversight obligations.

Z. Charter Revocation

1. The District shall have the right to revoke the Charter in accordance with Education Code §§ 47607, 47607.3, and any other applicable statutes or regulations. Prior to instituting revocation proceedings, the District may, but is not required to, provide progressive notices that correction of a problem at Charter School by Charter Corporation needs to occur within specified reasonable timelines.

2. The minimum progression of notification of corrective action for concerns the District considers involving violation(s) of Education Code § 47607(f) is as specified in California Code of Regulations, Title 5, Section 11968.5.2. Additional notification may be provided at the sole discretion of the District.

3. If the District determines, based on credible report(s), that there is a severe and imminent threat to the health or safety of the pupils of Charter School, and makes such determination in writing pursuant to Education Code § 47607(g), the District may take immediate action to assure the safety and well-being of the pupils, as well as staff and the community, consistent with California Code of Regulations, Title 5, Section 11968.5.3. Such immediate action, as deemed appropriate by the District in its reasonable discretion, may include but is not limited to revocation of the Charter in accordance with Education Code § 47607.

4. During the period prior to revocation, Charter Corporation shall have the opportunity to work with the District to address concerns and develop a plan to remediate all areas to the reasonable satisfaction of the District consistent with applicable laws.

AA. Closure Procedures

1. In addition to the procedures specified in the Charter, the Charter School shall comply with all the requirements of California Code of Regulations, Title 5, Sections 11962 and 11962.1 and any other applicable legal requirements for closure of a charter school and the requirements set forth in this Agreement, including the detailed closure procedures set forth in Attachment A and incorporated herein by this reference. The closure procedures set forth in the Charter and in this Agreement shall be collectively referred to as the "Closure Protocol." The official action by the Charter School's Board documenting the closure of the school for any reason will be referred to as the "Closure Action." In the case of any conflict between the closure procedures described in the Charter and those described in this Agreement, the procedures set forth in this Agreement shall prevail.

2. The Closure Protocol shall survive the revocation, expiration, termination, or cancellation of this Agreement or the Charter or any other act or event that would end the Charter School's

right to operate as a charter school pursuant to the Charter or cause the Charter School to cease operation. The Charter School and the District agree that, due to the nature of the property and activities that are the subject of the Charter, the District and public shall suffer irreparable harm should the Charter School breach any obligation under its Closure Protocol. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under the Closure Protocol or any provision of the Closure Protocol or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

3. The Charter School will utilize the reserve fund to undertake any expenses associated with the Closure Protocol.

4. Charter Corporation expressly acknowledges the right of the District to gain full access to and copies of all student and business records concerning Charter School within a reasonable time after a determination that the Charter School will be closing for any reason.

BB. <u>Required Disclosures</u>

1. Pursuant to Education Code § 47604.3, Charter School shall respond promptly to all reasonable inquiries of the District.

2. Charter Corporation shall immediately notify the District of any pending or actual litigation and/or claim from any party or notice of potential infraction, criminal or civil action against Charter Corporation, Charter School or any employee, agent or volunteer that may involve or affect Charter Corporation or Charter School. In addition, Charter Corporation shall immediately notify the District of any request for information by any governmental agency about Charter Corporation or Charter School.

3. The District shall immediately notify Charter Corporation of any pending or actual litigation and/or claim from any party or notice of any potential litigation and/or claim against the District, Charter Corporation and/or Charter School, which may involve or affect Charter Corporation or Charter School. In addition, the District shall immediately notify Charter Corporation of any request for information by any governmental entity about Charter Corporation or Charter School.

4. If Charter Corporation seeks any loans or advance receipt of funds for Charter School, it shall establish a fiscal plan for repayment in advance of receipt of such loans. Charter Corporation shall provide advance written notice to the District specifying its intent to apply for a loan for Charter School. Advance notice shall include a description of the need for the loan, its terms, and the plan for repayment, including a cash flow schedule. If a loan is received, Charter Corporation shall, at the time of deposit of any sums which are loans to Charter Corporation for Charter School, provide the District with the loan documents, minutes of Charter Corporation's Board meetings at which such loan was approved, plan for repayment and updated cash flow schedule.

III. LEGAL

A. <u>Non-Assignment</u>. Neither party shall assign its rights, duties, or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties, or privileges under

this Agreement on any third party, without the written consent of the other party. The replacement of Charter Corporation with any other nonprofit public benefit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and prior approval of the District pursuant to applicable sections of the Education Code.

B. **Severability.** If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law, statute and/or ordinance, such provision shall be revised by mutual agreement of the Parties or severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

C. **Venue.** The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in the County of Fresno, California.

D. **Amendment and Waiver.** Any waiver, amendment, modification, or cancellation of any provisions of this Agreement must be in writing and executed by duly authorized representatives of all parties specifically indicating the intent of the Parties to modify this Agreement. No such amendment or waiver shall be effective absent approval or ratification by the District and the Governing Board of Charter Corporation. The failure of either party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.

E. **Entire Agreement.** This Agreement and attachments, if any, contain the entire agreement of the Parties with respect to the matters covered herein, and supersede any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement.

This Agreement represents the full and final agreement between Charter Corporation and the District and shall only be modified in writing by the mutual agreement of the Parties.

The Parties hereto have caused this Agreement to be executed by duly authorized officers or representatives set forth below.

Dated: _____

_____
Fresno Unified School District
Board President

Dated: 12/10/2025

_____
University High School
Board President

DISTRICT
Fresno Unified School District

_____
Patrick Jensen, Chief Financial Officer

_____
Date

Approved As To Form:

_____
Stacey Sandoval, Executive Director Risk Management

Feb 3, 2026
_____
Date

ATTACHMENT A to MEMORANDUM OF UNDERSTANDING
By and Between
FRESNO UNIFIED SCHOOL DISTRICT
And
UNIVERSITY HIGH SCHOOL

Item	Description	Responsible Party	Completion Date	Verification
	Invoking Closure Procedures			
1	In the case of revocation or non-renewal, the Charter School shall invoke and comply with the closure procedures. In the case of voluntary surrender, Charter Corporation shall notify the District in writing that the closure procedures have been invoked and shall comply therewith. Charter Corporation agrees that its officials shall have a continuing duty to cooperate with the District in all matters pertaining to the closure of Charter School, including, without limitation, attending meetings with the District, Fresno County Superintendent of Schools, and/or the State Department of Education, preparing a schedule of closing tasks with dates, obtaining and providing additional information and documentation, and interpreting and explaining any ambiguous records or information. Charter Corporation will be the responsible entity for winding up its closure and closure-related activities. Charter Corporation shall notify within 72 hours of the closure action the District, the California Department of Education, the Fresno County Superintendent of Schools, the SELPA in which Charter School participates, the retirement system in which Charter Corporation's employees participate, and the home school districts of each Charter School student of Charter School's closing, including the following information as relevant to each recipient: (1) The effective date of the closure; (2) The reason for closure; (3) The name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure;			

Item	Description	Responsible Party	Completion Date	Verification
	(4) The pupils' school districts of residence; and (5) The manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.			
	Immediate Actions			
2	Charter Corporation shall immediately notify the District of the location of all student and business records. Following that notification, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except that student records may be copied for students' families or transferred to other schools, provided a notation is kept of the records copied or transferred.			
3	Charter Corporation and the District shall each immediately identify an individual who will serve as the single point of contact for the entity regarding Charter School's close out activities.			
4	The District shall immediately notify Charter Corporation in writing whether, on behalf of the State Superintendent of Public Instruction, it is taking over immediate and direct control of all Charter School's student and business records.			
5	The Charter School shall provide the District with a list of students enrolled in the Charter School within 10 days of the effective date of the Closure Action. The Charter School shall provide the District the date each student's cumulative file is transferred to a new school or home district and the name of the school/district to which each file was transferred within 10 days of transferring the file.			
	Students and Families			
6	Charter Corporation shall notify the family of each student enrolled of Charter School's closure. Unless the District otherwise directs, the notification shall be immediate in the case of a revocation that takes immediate effect or shall occur within three (3) days of Charter Corporation's knowledge of the			

Item	Description	Responsible Party	Completion Date	Verification
	school closure or the Closure Action. The written notification shall include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records. Parents/guardians will also be provided with student information that includes grade reports, discipline records, immunization records, and specific information on completed courses and credits that meet graduation requirements.			
7	Charter School shall continue instruction until the end of the current academic year (unless a revocation takes immediate effect). Charter School shall publicly announce cancellation of all future classes.			
8	If Charter School continues instruction to the end of the current academic year, report cards shall be issued to each student on the last day of class and Charter Corporation also shall mail a copy of the report cards to the students' last known addresses.			
9	Charter Corporation shall notify surrounding school districts and the County Superintendent of Schools within fourteen days of the school's knowledge of closure. In the case of revocation, Charter Corporation shall notify the same immediately.			
10	Charter Corporation shall cooperate with the District and provide information to students and families regarding alternative public school placements within 3 to 7 days of the announcement of Charter School's forthcoming closure, or immediately in the case of a revocation that takes immediate effect.			
11	Charter Corporation shall offer to provide a copy of each student's cumulative file upon request of the student's family. Charter Corporation shall provide the copy within seven days of a request being received, ensuring that the documents are given to the family member identified as having legal custody or guardianship of the student. All handling and transfer of student records will be made in compliance with the Family Educational Rights and Privacy Act			

Item	Description	Responsible Party	Completion Date	Verification
	(FERPA) 20 U.S.C. Section 1232g. As permitted by each student's district of residence, the Charter School shall transfer all appropriate student records to the district of residence, or the district to which the student is transferring if requested by the parent/guardian. All state assessment results, special education records, and personnel records will be transferred and maintained in accordance with applicable law.			
12	Charter Corporation shall comply within three days to requests for the transfer of students' cumulative files to other public or private schools in which the students enroll.			
13	Charter Corporation shall promptly respond to inquiries from students and their families and from the media regarding Charter School's closure, the disposition of student records, and the alternative placement available to the students.			
14	Upon Charter Corporation's knowledge of closure, Charter Corporation shall immediately (no later than one (1) business day) provide the District with a list of students (names, addresses and phone numbers) in each grade level and the classes they have completed. Identify each student's district of residence, and a notation of where the student's records have been transferred. Charter Corporation shall update the list upon request and shall provide a final list within three (3) days of the closure.			
15	Charter Corporation shall notify the SELPA within fourteen days of the closure, complete all documentation necessary for special education students and transfer copies of the student's records to the SELPA. In the case of an immediate closure, Charter School shall provide the foregoing information to the SELPA no later than five (5) days following closure.			
16	The District may prepare an information sheet regarding frequently asked questions about the closure. Charter Corporation shall post the information sheet on its website and otherwise disseminate it as requested by the District.			
Student and Business Records				

Item	Description	Responsible Party	Completion Date	Verification
17	Once the closure procedures have been invoked, no student or business records shall be disposed of, moved, or duplicated without the express written consent of the District, except for the duplication or transfer of student cumulative files as noted. Charter Corporation shall transfer to the District's Charter Office all of the following: (1) All original and/or duplicate student and school records, including, without limitation, individual student records, discipline records, special education records, all state assessment results, fiscal information, teacher grade books, and attendance records; (2) All cum folders. The cum folders must be boxed and in alphabetical order by grade level; and (3) Student transcripts. The transcripts must be submitted on computer discs. All transfers of student records will be made in compliance with FERPA (20 U.S.C. § l232g). Charter Corporation will ask the District to store and maintain original records of Charter School students. Charter Corporation shall transfer and maintain personnel records in accordance with applicable law.			
18	At the point Charter School is dissolved, the student and business records shall come under the exclusive control of the District which shall distribute, maintain, or dispose of the records as it determines appropriate.			
19	Charter Corporation shall terminate all present leases, service agreements and other contracts not necessary for the closure of the school. Leases, service agreements, and contracts should be terminated in a cost-effective manner in order to minimize expenses.			
20	Charter Corporation shall return grant funds and restricted categorical funds to their			

Item	Description	Responsible Party	Completion Date	Verification
	source in accordance with the terms of the grant or state and federal law as appropriate and submit a final expenditure report for all grants within fourteen days. Federal grants must be closed out, including the filing of the required Final Expenditure Reports and Final Performance Reports; completion of certain federal forms may apply if the school was receiving funds directly from the U.S. Department of Education.			
	Faculty and Staff			
21	Charter Corporation shall immediately notify its faculty and staff of Charter School's closure, providing each with necessary information related to compensation and retirement, including, but not limited to, any optional benefits that they may continue after Charter School closes.			
22	Charter Corporation will provide assistance to its faculty and staff in searching for and securing other employment.			
23	Charter Corporation shall provide the District within fourteen days with a description of current and projected payroll and payroll benefits commitments through closure, including a list of each employee, and their job duties, and a projection of the funds necessary to: (1) transition the students and records; (2) complete all administrative closure related tasks; and (3) complete contracts and grants.			
24	Charter Corporation shall provide the District within fourteen days with notice of any outstanding payments to staff and the method by which Charter Corporation will make the payments.			
25	Charter Corporation will within fourteen days contact the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the County Superintendent of Schools and follow their procedures for dissolving contracts and reporting. Charter Corporation will copy the District on all correspondence.			

26	Prior to final close-out, Charter Corporation shall do all of the following on behalf of the school's employees: • File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines. • File the Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63). • Make final federal tax payments (employee taxes, etc.). • File the final withholding tax return (Treasury Form 165). • File the final return with the IRS (Form 990 and Schedule).			
27	For six calendar months from the latter of the Closure Action or the effective date of the closure, sufficient staff as deemed appropriate by the Charter Corporation Board will maintain employment to take care of all necessary tasks and procedures required for smooth closing of the Charter School and student transfers.			
	Assets and Liabilities			
28	On closure, Charter School/Charter Corporation shall remain solely responsible for all liabilities arising from the operation of the Charter School.			
29	Charter Corporation shall notify all funding sources (including charitable partners) of Charter School's closure within fourteen days.			
30	Upon knowledge of closure or Closure Action, Charter Corporation shall retain all necessary authority and powers to take all actions necessary for the winding up of Charter School's affairs, except that in no event shall Charter Corporation take any action that incurs any financial or education obligation on behalf of Charter Corporation or Charter School unrelated to Charter School's winding up. Charter Corporation shall identify its funding for the necessary wind-up activities set forth in this Agreement and the law.			
31	Charter Corporation shall immediately notify all contractors (such as a charter management organization, education management organization, food service			

	provider, instructional service provider, or transportation service provider) of Charter School's closure.			
32	If Charter Corporation has any agreements with organizations representing employees, Charter Corporation shall notify the organizations of Charter School's closure as may be specified in the agreements.			
33	Charter Corporation shall notify the District within fourteen days of all pending litigation to which Charter Corporation is a party. Charter Corporation shall immediately notify the District if litigation is filed thereafter up to the point that Charter School is formally dissolved.			
34	Charter Corporation, within 30 days, shall prepare and deliver to the District a comprehensive list of creditors and debtors.			
35	Charter Corporation, within 30 days, shall prepare and deliver to the District a comprehensive inventory of all assets.			
36	Charter Corporation, within 30 days shall prepare and deliver to the District a plan for the proposed disposal of all property owned by the school (and acquired with public funds) in order to maximize revenue in accordance with law, payment of any and all liabilities and the disbursement of any remaining assets of the school, liquidation of assets to pay off any and all outstanding liabilities, bearing in mind that assets paid for by state funds may be transferred in accordance with the nonprofit corporation's bylaws to another public agency such as another charter school. Assets donated to Charter School may be returned to donors or disposed of in accordance with donor's wishes. Net assets, after the payment of outstanding liabilities, if any, may be transferred to another public entity within Charter Corporation pursuant to applicable law or to another public agency such as another charter school.			
37	Charter Corporation shall arrange for preliminary (if necessary) and final closure audits to be paid for from the special reserve or bond revenue, to be completed as soon as is reasonably practical, but in no case later than six months after closure, and shall provide the audit report to the District			

	promptly upon completion. The auditor engaged to perform the audit(s) shall be from the list of approved school auditors maintained by the California State Controller's Office, shall meet all Charter requirements applicable to the annual auditor, and shall be approved by the District. The audit(s) at a minimum shall determine an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value; an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation; and an assessment of the disposition of any restricted funds received by or due to Charter Corporation, the disposition of all assets and liabilities of Charter School and shall verify Charter Corporation's comprehensive list of creditors and debtors, and the amounts owed or owing, as well as verify Charter Corporation's comprehensive list of all assets by source, noting any restrictions on each asset's use. Charter Corporation shall provide the District with copies of all Charter Corporation financial records, including but not limited to all accounting paperwork such as invoices, purchase orders, vendors, statements, cash receipts, cash disbursements, payroll documentation, accounts receivable and payable and all financial reports. Charter Corporation shall timely respond to the District's request(s) for financial information.			

38	Based on the audit findings, and with the approval of the District, Charter Corporation shall expend any identified assets to liquidate any identified liabilities. Charter Corporation shall distribute any remaining assets in accordance with Charter Corporation's petition, bylaws, and the law. The disposition of Charter Corporation's assets shall include, but not be limited by the following dispositions: a. Notwithstanding any rule, regulation, Charter provision, corporate bylaws, or document to the contrary, on closure of the Charter School, all assets of the Charter School – including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending the Charter School – which have been determined to have been generated exclusively through state and federal apportionment funds for Charter School students, after payment of all debts and liabilities and refunds to applicable agencies, shall be distributed to a California public school or school district, which identity shall be determined by mutual agreement between Charter Corporation and District. Any assets acquired from the District or District property will be promptly returned to the District upon the Charter School's closure. The distribution shall include the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. All remaining assets of Charter School will be liquidated, and all creditors will be paid first. b. All other assets of Charter School, including but not limited to all leaseholds, personal property, intellectual property shall be distributed in accordance with the			

	Articles of Incorporation or bylaws upon the dissolution of the nonprofit public benefit corporation. c. Any liability or debt incurred by Charter Corporation will be the responsibility of Charter Corporation and not the District. Charter Corporation understands and acknowledges that Charter Corporation will cover the outstanding debts or liabilities of Charter Corporation. Charter Corporation understands and acknowledges that only unrestricted funds will be used to pay creditors. d. Any assets belonging to the District or District property will be promptly returned upon Charter School's closure to the District. e. Charter Corporation will complete and file any and all required reports, including annual reports required pursuant to Education Code § 47604.33.			
Dissolution of the Corporate Entity				
36	Following the resolution of all outstanding assets and liabilities, Charter School shall be dissolved. If established as a nonprofit public benefit corporation pursuant to Education Code § 47604 solely for operation of Charter School, Charter Corporation shall be dissolved.			

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 26-34, Hamilton K-8 School Gym Heating, Ventilation, Air Conditioning Upgrade

ITEM DESCRIPTION: Included in the Board material is information on Bid 26-34, Hamilton K-8 School Gym Heating, Ventilation, Air Conditioning Upgrade. This project will upgrade the gymnasium with mechanical cooling. The project will provide new equipment, capable of providing Minimum Efficiency Reporting Value-13 (MERV-13) filtration. The existing systems are over 25 years old and require replacement due to age, condition, repair history, and difficulty in locating replacement parts.

The request for bids was lawfully advertised on December 12, 2026. Notifications were sent to 371 firms plus six construction trade publications, and the district received six responses. Bids were opened on January 13, 2026. Staff recommend award to the lowest responsive, responsible bidder:

Strategic Mechanical, Inc. (Fresno, California) $899,400.

FINANCIAL SUMMARY: Sufficient funds in the amount of $899,400 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. 26-34, HAMILTON K-8 SCHOOL GYM HEATING, VENTILATION, AIR CONDITIONING UPGRADE

Bid Opening Date: January 13, 2026 prior to 2:00 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
Strategic Mechanical, Inc.	**Fresno**	**$899,400**
New England Sheet Metal and Mechanical Co.	Fresno	$917,900
B&M Civil, LLC	Rancho Cordova	$964,500
Davis Moreno Construction, Inc.	Fresno	$995,794
GCB1, Inc. dba GC Builders	Fresno	$1,068,902
~~Heagy Construction Improvements, Inc.~~	~~Camino~~	~~$676,795~~

Low bid determined by Base Bid.

Staff recommends award of the Base Bid for $899,400 to Strategic Mechanical, Inc., the lowest responsive, responsible bidder.

In accordance with Public Contract Code 5101, Staff recommends Heagy Construction Improvements, Inc. be relieved of bid for not having the required certifications as required by bid specifications.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify Change Orders

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

Bid 24-18, Farber Educational Campus South Building A Modernization, Change Order 4 includes but may not be limited to adding the following: electrical and fire alarm infrastructure, projectors, marker boards, landscape and irrigation infrastructure, roof hatch and ladder, remove and replace concrete, relocation of underground utilities, framing and finishes, handrails, masonry, flooring mortar bed, and 164 days to the project duration.

Original Contract Amount:	$	7,428,160
Change Order(s) previously ratified:	$	557,488
Change Order 4 presented for ratification:	$	147,668
New Contract Amount:	$	8,133,316

Bid 24-72, McLane High School New Gymnasium, Change Order 5 includes but may not be limited to adding the following: data outlets, underground utility relocation, cameras, painting, wall graphics, and 21 days to the contract duration.

Original Contract Amount:	$	12,547,405
Change Order(s) previously ratified:	$	224,831
Change Order 5 presented for ratification:	$	105,373
New Contract Amount:	$	12,877,609

Bid 25-32, Rowell Elementary School Playground Replacements, Change Order 1 includes but may not be limited to adding the following: relocation of footings, relocation of drywell, and 14 days to the contract duration.
Change Order 2 includes but may not be limited to adding the following: sewer repair, site investigation, credit for omitted scope, reinstallation of shade canopy, and 13 days to the contract duration.

Original Contract Amount:	$	686,808
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	0
Change Order 2 presented for ratification:	$	- 16,471
New Contract Amount:	$	670,337

Bid 25-37, Gibson and Mayfair Elementary Schools Heating, Ventilation, Air Conditioning and Energy Management System Replacements, Change Order 3 includes but may not be limited to adding the following: heat pump curb adapter, credit for unused allowance, and 121 days to the contract duration.

Original Contract Amount:	$	2,305,000
Change Order(s) previously ratified:	$	21,810
Change Order 3 presented for ratification:	$	- 4,096
New Contract Amount:	$	2,322,714

Bid 25-46, Sunnyside High School CTE Building Improvements, Change Order 1 includes but may not be limited to adding the following: windows and tint, demolition, sheetrock, flooring, casework, wall covering, painting, door hardware, floor sink, exit signs, room signage, fencing, landscape and irrigation, credit for unused bid allowance, and 64 days to the project duration.

Original Contract Amount:	$	388,900
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	18,589
New Contract Amount:	$	407,489

Bid 25-48, Heating Ventilation and Air Conditioning Improvement at Various Sites, Change Order 2 (Easterby Elementary School) includes but may not be limited to adding the following: electrical circuits and mechanical controls.
Change Order 3 (Easterby Elementary School) includes but may not be limited to adding the following: credit for unused bid allowance.
Change Order 2 (Jackson Elementary School) includes but may not be limited to adding the following: credit for unused bid allowance.
Change Order 2 (Leavenworth Elementary School) includes but may not be limited to adding the following: repair of mechanical drains, electrical piping and wiring, and credit for unused bid allowance.
Change Order 2 (Storey Elementary School) includes but may not be limited to adding the following: electrical infrastructure, mechanical controls, and credit for unused bid allowance.

Original Contract Amount (All Sites):	$	8,743,000
Original Contract Amount (Easterby ES):	$	833,000
Change Order(s) previously ratified:	$	17,596
Change Order 2 presented for ratification:	$	10,061
Change Order 3 presented for ratification:	$	- 18,005
New Contract Amount:	$	842,652
Original Contract Amount (Jackson ES):	$	792,000
Change Order(s) previously ratified:	$	- 20,660
Change Order 2 presented for ratification:	$	- 23,421
New Contract Amount:	$	747,919
Original Contract Amount (Leavenworth ES):	$	1,352,000
Change Order(s) previously ratified:	$	- 4,652
Change Order 2 presented for ratification:	$	-10,057
New Contract Amount:	$	1,337,291
Original Contract Amount (Norseman ES):	$	1,557,000
Change Order(s) previously ratified:	$	21,707
Current Contract Amount:	$	1,578,707

Original Contract Amount (Robinson ES):	$	798,000
Change Order(s) previously ratified:	$	0
Current Contract Amount:	$	798,000
Original Contract Amount (Storey ES):	$	1,318,000
Change Order(s) previously ratified:	$	- 10,508
Change Order 2 presented for ratification:	$	- 4,529
New Contract Amount:	$	1,302,963
Original Contract Amount (Thomas ES):	$	1,165,000
Change Order(s) previously ratified:	$	7,342
Current Contract Amount:	$	1,172,342
Original Contract Amount (Wilson ES):	$	928,000
Change Order(s) previously ratified:	$	0
Current Contract Amount:	$	928,000
New Contract Amount (All Sites):	$	8,707,874

Bid 25-50, Tioga Middle School Single Point of Entry and Parking Improvements, Change Order 3 includes but may not be limited to adding the following: storm drain, remove and replace asphaltic concrete, painting, skateboard racks, credit for unused bid allowance, and 63 days to the project duration.

Original Contract Amount:	$	1,221,700
Change Order(s) previously ratified:	$	16,354
Change Order 3 presented for ratification:	$	- 11,765
New Contract Amount:	$	1,226,289

Bid 25-58 Sections A and C, Fencing and the Americans with Disabilities Act (ADA) Improvements at Dailey and Winchell Elementary Schools, Change Order 1 Section A (Dailey Elementary School) includes but may not be limited to adding the following: revision of fence layout, credit for utilizing existing material, additional concrete, and 15 days to the project duration.
Change Order 1 Section C (Winchell Elementary School) includes but may not be limited to adding the following: replace asphalt ADA parking stalls with concrete, and 15 days to the project duration.

Original Contract Amount (Dailey ES and Winchell ES):	$	367,415
Original Contract Amount (Dailey ES):	$	186,455
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	18,197
New Contract Amount:	$	204,652
Original Contract Amount (Winchell ES):	$	180,960
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	17,656
New Contract Amount:	$	198,616

New Contract Amount (Dailey ES and Winchell ES):	$	403,268

Bid 25-60, Aynesworth and Calwa Elementary Schools Unit Ventilation, Energy Management Systems, and Central Plant Equipment Replacement, Change Order 1 (Aynesworth Elementary School) includes but may not be limited to adding the following: control valves, sensors, exhaust fan, modify chiller layout, replace pressure reducing valve, and 5 days to the project duration.
Change Order 1 (Calwa Elementary School) includes but may not be limited to adding the following: transport chiller, fencing, concrete, and 12 days to the project duration.

Original Contract Amount (Aynesworth ES and Calwa ES):	$	2,768,000
Original Contract Amount (Aynesworth ES):	$	1,054,000
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	22,445
New Contract Amount:	$	1,076,445
Original Contract Amount (Calwa ES):	$	1,714,000
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	93,411
New Contract Amount:	$	1,807,411
New Contract Amount (Aynesworth ES and Calwa ES):	$	2,883,856

All requests for a change to the project are subject to multiple layers of review and evaluation, by both the project team (designer, contractor, Division of the State Architect Inspector of Record, project manager) and district management. Final approval for modification to the contract, resulting in a change order, is by the district. Each item in a change order is the result of one of the following: district request; unknown, unforeseen, or hidden condition; designer error/omission; or regulatory requirement. Change order costs are tracked by item and responsibility identified. Change orders can also include credits to the district. A Project Financial Summary is attached to each change order in the backup material.

FINANCIAL SUMMARY: Sufficient funds in the amount of $345,056 are available in the Measure M Fund for Bids 24-18, 24-72, 25-32, 25-37, 25-46, 25-48, 25-50, 25-58, and 25-60.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559)457-3134

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

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
V 10 Building A
1020 S. 10th Street
Fresno, CA 93721

CHANGE ORDER No. : 004

DSA File No. :

Application No. :

CONTRACTOR :
Marko Construction Group, Inc.
3675 E. Jensen Avenue
Fresno, CA 93725

DESIGNER'S PROJECT No. : 20-53

FUSD BID/CONTRACT No. : 24-18

CONTRACTOR P.O. No. : 5148

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$ 7,428,160.00
Net change by previously authorized Change Orders	$ 557,487.57
The Contract Sum prior to this Change Order was	$ 7,985,647.57
The Contract Sum will be adjusted by	$ 147,668.32
The new Contract Sum, including this Change Order will be	$ 8,133,315.89
The Contract Completion date prior to this Change Order was	30-Jun-25
The Contract Time will be adjusted by	164 Days
The new Contract Completion date, including this Change Order is therefore	11-Dec-25

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	*Accepted by:*	*Authorized by:*
PBK Architects, Inc.	**Marko Construction Group Inc.**	**Fresno Unified School District**
7790 N. Palm Avenue	3675 E. Jensen Avenue	4600 N. Brawley
Fresno, CA 93711	Fresno, CA 93725	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Michael Schoen	By: Jason Tenty	By: Alex Belanger	Asst. Sup.
Date: 12/09/2025	Date: 12/10/25	Date: 12/10/2025

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 4-1

DESCRIPTION OF CHANGE:
Provide and install raceways and boxes for the fire alarm system.

REASON FOR CHANGE:
Design did not provide direction for specific raceways and boxes for the fire alarm system per fire inspector field direction.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 23, PCO 29

Amount of this Change Order Item:	**Increase**	**$**	**25,385.01**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 4-2

DESCRIPTION OF CHANGE:
Gas line installation relocation below grade to connect to existing gas meter.

REASON FOR CHANGE:
Gas line needed to be relocated due to space constraints in Room 121. Line relocated and ran though Room 123.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 83, OTP 25, PCO 28.2

Amount of this Change Order Item:	**Increase**	**$**	**15,170.00**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 4-3

DESCRIPTION OF CHANGE:
Add atrium water lines and drainage for landscape and irrigation infrastructure.

REASON FOR CHANGE:
District requested an outdoor meeting space with a green wall in the atrium.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Bulletin 09, OTP 28, PCO 35

Amount of this Change Order Item:	**Increase**	**$**	**34,423.40**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

Item 4-4

DESCRIPTION OF CHANGE:
Add wall framing door, hardware, HVAC, electrical, finishes and necessary infrastructure to create a lactation room at the North end of the break room.

REASON FOR CHANGE:
District requested for a lactation room to be added.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Bulletin 07/7.1, PCO 43

Amount of this Change Order Item:	**Increase $**	**21,478.80**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-5

DESCRIPTION OF CHANGE:
Install new access ladder system and roof hatch in the fire riser room.

REASON FOR CHANGE:
Roof hatch and accss ladder needed to be replacd to accommodate the new roofing system height.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 55, OTP 36, PCO 30

Amount of this Change Order Item:	**Increase $**	**9,377.50**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-6

DESCRIPTION OF CHANGE:
Provide and install 120v circuit for the fire bell and add ground rods in the IDF room.

REASON FOR CHANGE:
The contract documents did not inculde necessary ground rods and a dedicated circuit for the fire bell.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 95, OTP 43, PCO 31&32

Amount of this Change Order Item:	**Increase $**	**3,135.82**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 4-7

DESCRIPTION OF CHANGE:
Remove the electrical concrete housekeeping pad at the North West corner of Building A.

REASON FOR CHANGE:
Contract Document did not show the removal of the old electrical pad.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 72, PCO 45

Amount of this Change Order Item:	**Increase**	**$**	**1,012.00**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 4-8

DESCRIPTION OF CHANGE:
Replace concrete for the sewer line reroute.

REASON FOR CHANGE:
Contract Documents did not show existing grade beam that could not be removed. It was necessary to reroute the sewer line and replace the site cocnrete in this area.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
Bulletin 04, OTP 10, PCO 13

Amount of this Change Order Item:	**Increase**	**$**	**8,798.52**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 4-9

DESCRIPTION OF CHANGE:
Add CMU infill at East side of the main conference room.

REASON FOR CHANGE:
It was necessary to add more CMU infill for appropriate sepertion between the two double doors entering the main conference room.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 85, PCO 33

Amount of this Change Order Item:	**Increase**	**$**	**5,446.10**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

Item 4-10

DESCRIPTION OF CHANGE:
Drill holes through 1/4" steel plate on atrium sill.

REASON FOR CHANGE:
The contract documents did not address the steel plate at the atrium preimetr walls. It was necessary to drill through them to provide the required support for the storefront system.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 93, PCO 34

Amount of this Change Order Item:	**Increase $**	**4,452.80**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-11

DESCRIPTION OF CHANGE:
Provide credit for the auto sliding door at the atrium.

REASON FOR CHANGE:
The District requested changes to the Atrium to allow for outdoor training. It was necessary to revise and relocate the access.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Bulletin 08, PCO 40

Amount of this Change Order Item:	**Increase $**	**(3,615.78)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-12

DESCRIPTION OF CHANGE:
Add blocking for siesmic bracing for light fixtures in the meeting rooms.

REASON FOR CHANGE:
Contract documents did not show the seismic bracing for the pendant light fixtures in the meeting rooms.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 68, 70 & 91, PCO 48

Amount of this Change Order Item:	**Increase $**	**760.24**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 4-13

DESCRIPTION OF CHANGE:
Reduce the size of the wing walls in Room 128.

REASON FOR CHANGE:
District requested for the wing walls to be decreased and the handrails to be extendd to allow a better line of sight in the main meeting Room 128.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Bulletin 10.1, PCO 49

Amount of this Change Order Item:	**Increase $**	**5,143.62**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-14

DESCRIPTION OF CHANGE:
Install (2) projector on the east side of Room 128.

REASON FOR CHANGE:
District requested for (2) projectors to be added to scope of work in Room 128.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFI 80, PCO 50

Amount of this Change Order Item:	**Increase $**	**1,520.49**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-15

DESCRIPTION OF CHANGE:
Enlarge CMU wall footings including additional rebar.

REASON FOR CHANGE:
In the course of construction, unforeseen underground infrastructure was encountered in the CMU footings. They conflicted with the relocated PG&E transformer location. It was necessary to relocate the infrastructure, which required a modification to the CMU footing.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
Bulletin 14, PCO 52

Amount of this Change Order Item:	**Increase $**	**10,120.92**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 4-16

DESCRIPTION OF CHANGE:
Overtie charges for project painting.

REASON FOR CHANGE:
The District requested to expedite the completion.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
PCO 53.1

Amount of this Change Order Item:	**Increase $**	**3,368.64**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-17

DESCRIPTION OF CHANGE:
Credit for door at Room 116.

REASON FOR CHANGE:
The projet documents had an incorrect callout for the door at Room 116 and was not needed. A credit was provided.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Bulletin 2.2, PCO 55

Amount of this Change Order Item:	**Increase $**	**(2,277.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-18

DESCRIPTION OF CHANGE:
Credit for landscape and irrigation removed for scope of work at the North side of the building.

REASON FOR CHANGE:
District requested landscape and irrigation be removed from scope of work at the North side of the building.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
PCO 56

Amount of this Change Order Item:	**Increase $**	**(26,049.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 4-19

DESCRIPTION OF CHANGE:
Credit for markerboard install removed from scope of work.

REASON FOR CHANGE:
District requested for markerboard install to be removed from scope of work.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
PCO 57

Amount of this Change Order Item:	**Increase**	**$**	**(4,000.00)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 4-20

DESCRIPTION OF CHANGE:
Provide credit for exterior tile from the atrium.

REASON FOR CHANGE:
District requested for the exterior tile in the atrium to be removed from scope of work.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
PCO 58

Amount of this Change Order Item:	**Increase**	**$**	**(22,088.20)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 4-21

DESCRIPTION OF CHANGE:
Add conduit and data cabling added for Room 128 projectors.

REASON FOR CHANGE:
The contract documents did not provide plans for conduit and data cabling in Room 128 for the projectors.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 136, PCO 60

Amount of this Change Order Item:	**Increase**	**$**	**3,361.82**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

Item 4-22

DESCRIPTION OF CHANGE:
Cap atrium floor drain piping below grade.

REASON FOR CHANGE:
A future scope of work in the atrium required capping the existing floor drain piping.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
PCO 61

Amount of this Change Order Item:	**Increase $**	**1,378.30**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-23

DESCRIPTION OF CHANGE:
Add electrical contractors for mechanical exhaust connectin to fire alarm system.

REASON FOR CHANGE:
City of Fresno requires connecting the power exhaust units to the HVAC global shutdown procedures.

CHANGE CATEGORY:
Governing agency required change after document approval.

DOCUMENT REFERENCE:
RFI 143, PCO 62

Amount of this Change Order Item:	**Increase $**	**3,059.36**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-24

DESCRIPTION OF CHANGE:
Provide (4) mobile dry erase boards.

REASON FOR CHANGE:
District requested for mobile markerboards to be furnished.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
PCO 63

Amount of this Change Order Item:	**Increase $**	**6,165.21**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 4-25

DESCRIPTION OF CHANGE:
Provide trench drain in the atrium.

REASON FOR CHANGE:
Ditrict requested changes were made in the atrium to accommodate the added outdoor meeting space.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
PCO 39

Amount of this Change Order Item:	**Increase $**	**7,542.70**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-26

DESCRIPTION OF CHANGE:
Overtime charges for Room 128 cemet plaster, painting and acoustical ceilings.

REASON FOR CHANGE:
To expediate the project schedule to ensure project completion, overtime work for completion of Room 128 ceiling work was approved and utilized.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
PCO 59

Amount of this Change Order Item:	**Increase $**	**19,049.40**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-27

DESCRIPTION OF CHANGE:
Add mortor bed quarry tile infill to the atrium.

REASON FOR CHANGE:
District requested changes were made in the atrium to accommodate the added outdoor meeting space.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
Bulletin 13, PCO 46.1

Amount of this Change Order Item:	**Increase $**	**11,994.62**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 4-28

DESCRIPTION OF CHANGE:
Provide concrete patch back for the rerouted interior plumbing.

REASON FOR CHANGE:
Concrete was cutback to provide space to add an additional plumbing line in the lobby area for the prep room and womens restroom.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
Bulletin 04, PCO 65

Amount of this Change Order Item:	**Increase**	**$**	**3,553.03**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 4-29

DESCRIPTION OF CHANGE:
Add one hundred and sixty-four (164) calendar days to Contract duration. FUSD and Contractor each acknowledge and agree that the Contract remians in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all right it has under the Contractor or applicable law. No compensation is due to Contractor for additional days identified in this Change Order.

REASON FOR CHANGE:
Contract time extension to accommodate minor project close-out activities.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Increase**	**$**	-
Time adjustment by this Change Order Item:	**Increase**		164 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 147,668.32**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**164 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project: V10 - Farber South Building A Remod

Date: 11/01/2025

Contractor:

DSA #:

Architect: PBK

Bid #: 24-18

Change Order: 004

Contract Summary:

Bid Award Amount(s)		
Base Bid 1:	**Building A Modernization Improvements**	$ 7,428,160.00
Total Agreement Amount:		$ 7,428,160.00

Contract Adjustments:

Total Contract Amount										$ 7,428,160.00	
Contract Adjustments:	**District Requested**	**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**	**District/Designer**	**Total**					
Site Improvements						$ -					
CO #001		$ -	$85,836.58	$ 72,498.09	$ -	$ 158,334.67					
CO #002	$ 19,824.95			$29,183.05	$ 126,621.00	$ 175,629.00					
CO #003	$ 83,798.75		$15,049.09	$124,676.06		$ 223,523.90					
CO #004	$ 54,035.20	$ 3,059.36	$ 10,120.92	$ 80,452.84		$ 147,668.32					
CO #005						$ -					
CO #006						$ -					
CO #007						$ -					
CO #008						$ -					
						$ -					
Totals:	$ 157,658.90	$ 3,059.36	$ 111,006.59	$ 306,810.04	$ 126,621.00	$ 705,155.89				$ 705,155.89	9.5%
Total Contract Amount with Adjustments										$ 8,133,315.89	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
McLane New Gymnasium
2727 N. Cedar Ave
Fresno, CA 93703

CHANGE ORDER No. : 005

DSA File No. : 10-H8

Application No. : 02-118542

CONTRACTOR :
Marko Construction
3675 E. Jensen Ave
Fresno, CA 93725

DESIGNER'S PROJECT No. : 19-51

FUSD BID/CONTRACT No. : 24-72

CONTRACTOR P.O. No. : 5176

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	12,547,405.00
Net change by previously authorized Change Orders	$	224,830.93
The Contract Sum prior to this Change Order was	$	12,772,235.93
The Contract Sum will be adjusted by	$	105,372.78
The new Contract Sum, including this Change Order will be	$	12,877,608.71
The Contract Completion date prior to this Change Order was		10-Aug-25
The Contract Time will be adjusted by	21	
The new Contract Completion date, including this Change Order is therefore		31-Aug-25

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	***Accepted by:***	***Authorized by:***
PBK Architects	**Marko Construction**	**Fresno Unified School District**
7790 N. Palm Ave	3675 E. Jensen Ave	4600 N. Brawley
Fresno, CA 93711	Fresno, CA 93725	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Michael Schoen, AIA	By: Jason Tenty	By: Alex Belanger | Chief Executive
Date: 11/17/25	Date: 12/12/25	Date:

Digitally signed by Jason Tenty
DN: C=US, E=jtenty@markoconstruction.com, O=Marko Construction Group, Inc., OU=Vice President, CN=Jason Tenty
Reason: I am approving this document
Date: 2025.12.12 14:18:38-08'00'

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 5-1

DESCRIPTION OF CHANGE:
A Standard Wall Covering had to be updated with one that is current from the manufacturer.

REASON FOR CHANGE:
Original Wall Covering was discontinued.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR-021, PCO-033.1, OTP-035

Amount of this Change Order Item:	**Increase**	$	**1,251.92**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 5-2

DESCRIPTION OF CHANGE:
Contractor to install additional data outlet on gym interior walls.

REASON FOR CHANGE:
During the course of construction the District requested additional data outlets on interior walls of the gym for media and student gaming.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR-023, OTP-039, PCO-039.2

Amount of this Change Order Item:	**Increase**	$	**13,950.51**
Time adjustment by this Change Order Item:	**Increase**		5 Days

Item 5-3

DESCRIPTION OF CHANGE:
During the course of construction, an abandoned electrical encasement would interfere with our tennis courts and needed to be removed. A total of $7,335.63 will be used of the Unknown/Unforseen Utility Allowance.

REASON FOR CHANGE:
The underground concrete encasement needs to be removed to allow for proper grading of the site for foundation work.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
COIR-024, OTP-005, PCO-011.2

Amount of this Change Order Item:	**Increase**	$	-
Time adjustment by this Change Order Item:	**Increase**		3 Days

Fresno Unified School District

CHANGE ORDER

Item 5-4

DESCRIPTION OF CHANGE:
During the course of construction, a gas line was found to be in the footprint of the new building and needed to be rerouted. A total of $13,116.40 will be used of the Unknown/Unforseen Utility Allowance.

REASON FOR CHANGE:
An existing gas line needs to be permanently rerouted outside of the new building footprint.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
COIR-025, OTP-017, PCO-019.1

Amount of this Change Order Item:	**Increase**	$ -
Time adjustment by this Change Order Item:	**Increase**	2 Days

Item 5-5

DESCRIPTION OF CHANGE:
During construction, a sewer line was discovered within the footprint of the new building and needed to be rerouted. A total of $5,438.84 will be used of the Unknown/Unforseen Utility Allowance.

REASON FOR CHANGE:
The existing sewer line needed to be relocated out of the new building footprint.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
COIR-026, OTP-018, PCO-020.1

Amount of this Change Order Item:	**Increase**	$ -
Time adjustment by this Change Order Item:	**Increase**	1 Days

Item 5-6

DESCRIPTION OF CHANGE:
Add additional pieces of plywood shims at the window ledges on both east and west side of gym.

REASON FOR CHANGE:
To prevent water from pool on the window ledges, which could cause leaks or damage over time, additional shims were necessary.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR-027, OTP-037, PCO-038

Amount of this Change Order Item:	**Increase**	$ **3,744.40**
Time adjustment by this Change Order Item:	**Increase**	2 Days

Fresno Unified School District

CHANGE ORDER

Item 5-7

DESCRIPTION OF CHANGE:
Paint the acoustical deck ceiling of the main gymnasium.

REASON FOR CHANGE:
The original plans did not call painting of the exposed ceiling.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR-028, OTP-038, PCO-041

Amount of this Change Order Item:	**Increase**	$	**16,336.10**
Time adjustment by this Change Order Item:	**Increase**		2 Days

Item 5-8

DESCRIPTION OF CHANGE:
Contractor to relocate one surveillance camera to cover the Storage Yard at the Northeast end of the gym.

REASON FOR CHANGE:
A new Storage yard was identified on the project that requires surveillance coverage.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR-029, OTP-046, PCO-048

Amount of this Change Order Item:	**Increase**	$	**1,219.10**
Time adjustment by this Change Order Item:	**Increase**		1 Days

Item 5-9

DESCRIPTION OF CHANGE:
Contractor to investigate condition of the existing hydronic line before new tennis court is to be placed.

REASON FOR CHANGE:
The District requested a visual inspection of the existing hydroponic piping that supplies the music building.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR-030, OTP-025, PCO-037.1

Amount of this Change Order Item:	**Increase**	$	**3,892.65**
Time adjustment by this Change Order Item:	**Increase**		1 Days

Fresno Unified School District

CHANGE ORDER

Item 5-10

DESCRIPTION OF CHANGE:
Contractor to install Highlander graphic on the west interior wall of the gym.

REASON FOR CHANGE:
At bid the original drawings did not have a Highlander graphic package called out in the gymnasium.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR-031, OTP-044, PCO-036

Amount of this Change Order Item:	**Increase**	**$ 64,978.10**
Time adjustment by this Change Order Item:	**Increase**	4 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 105,372.78**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**21 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: McLane Aux Gym

DSA #: 02-118542

BID #: 24-72

Date: 10/28/25

Contractor: Marko

Architect: PBK

Change Order: 5

Contract Summary:

Bid Award Amount(s)		
Base Bid:	New Gymnasium	$ 12,297,405.00
Allowance:	Allowance for unknown/unforeseen underground utility encounters performed on time and material basis.	$ 250,000.00
Total Agreement Amount:		$ 12,547,405.00

Contract Adjustments:

Total Contract Amount															$ 12,547,405.00	
Contract Adjustments:		District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total				
CO #001	$	13,424.61		$ -		$ -		$ -		$ -		$ 13,424.61			$ 13,424.61	
CO #002	$	3,736.26		$ -		$ -		$ -		$ -		$ 3,736.26			$ 3,736.26	
CO #003	$	-		$ -		$ -		$ 16,491.20		$ -		$ 16,491.20			$ 16,491.20	
CO #004	$	13,221.92		$ -		$ -		$ 9,304.80		$ 168,652.14		$ 191,178.86			$ 191,178.86	
CO #005	$	82,821.26		$ -		$ 1,219.10		$ 21,332.42		$ -		$ 105,372.78			$ 105,372.78	
Totals:	**$**	**113,204.05**	0.9%	**$ -**	0.0%	**$ 1,219.10**	0.0%	**$ 47,128.42**	0.4%	**$ 168,652.14**	1.3%	**$ 330,203.71**			**$ 330,203.71**	2.6%
Total Contract Amount with Adjustments															**$ 12,877,608.71**	

Allowance for unknown/unforeseen underground utility encounters performed on time and material basis.		$ 250,000.00
Allowance Adjustments:	**Unknown, unforeseen, hidden**	**Total**
CO #001	$ 51,974.52	$ 51,974.52
CO #002	$ 10,432.85	$ 10,432.85
CO #003	$ 69,018.38	$ 69,018.38
CO #004	$ 578.99	$ 578.99
CO #005	$ 25,890.87	$ 25,890.87
Totals:		$ 157,895.61
Total Remaining Allowance Amount with Adjustments		**$ 92,104.39**

Fresno Unified School District
Preparing Career Ready Graduates

CHANGE ORDER

PROJECT NAME:
FUSD Rowell Elementary Play Structure Replacement

CHANGE ORDER No. : 01

DSA File No, : 10-48

Application No.: 02-123262

CONTRACTOR:
Caliber Contracting Services, Inc.
5191 E. Dakota Ave.
Fresno CA 93727-

DESIGNER'SPROJECT No. : 2445

FUSD BID/CONTRACT No. 25-32

CONTRACTOR P.O. No. : 25021763

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$686,808.00
Net change by previously authorized Change Orders	$0.00
The Contract Sum prior to this Change Order was	$686,808.00
The Contract Sum will be adjusted by	$0.00
The new Contract Sum including this Change Order will be	$686,808.00
The Contract Completion date prior to this Change Order was	9/11/2025
The Contract Time will be adjusted by	(14) Calendar Days
The new Contract Completion date, including this Change Order is therefore	9/25/2025

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any,set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:	*Accepted by:*	*Authorized by:*
Darden Architects 6790 N. West Ave Fresno,California 93711	Caliber Contracting Services, Inc. 5191 E. Dakota Ave. Fresno CA 93727-	Fresno Unified School District 2309 Tulare Street Fresno CA 93721-
DESIGNER:	***CONTRACTOR:***	***OWNER:***
By: Andrew Corral	By: ~~Mike Walker~~ Kim Nulick, EVP	By: Alex Belanger, Assoc. Sup.
Date: 11/05/2025	Date: 11/20/2025	Date: 12/15/25

CHANGE ORDER

Fresno Unified School District
Preparing Career Ready Graduates

FUSD Rowell Elementary Play Structure Replacement
CHANGE ORDER NO.: 01
DATE 11/05/2025
Project No.: 2445

You are directed to make the following changes in this Contract:

Item 01 - 1

DESCRIPTION OF CHANGE:
The pier footings for the primary shade structure were relocated and re-drilled. The existing holes were slurry filled.

(This COIR resolves Delay Notice #06)

The lump sum cost of $7,506.84 will be taken out of the bid allowance for unforeseen underground.

REASON FOR CHANGE:
The holes for the primary shade structure footings were drilled in the incorrect locations. New holes were drilled at a new location and existing holes were slurried.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
OTP 002 & DELAY NOTICE #6

Amount of this Change Order Item:	UNCHANGED	$0.00
Time adjustment by this Change Order Item:	INCREASE	13

Item 01 - 2

DESCRIPTION OF CHANGE:
The drywell south of the main play structure will be shifted.

The lump sum cost of $2,488.72 will be taken out of the bid allowance for unforeseen underground.

REASON FOR CHANGE:
The drywell was shifted to avoid conflicting with a existing unknown steel pipe.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
RFI 010 OTP 001

Amount of this Change Order Item:	UNCHANGED	$0.00
Time adjustment by this Change Order Item:	INCREASE	1

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**UNCHANGED**	**$0.00**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**14 Days**

****** End of CHANGE ORDER ***** ***01***

Change Order Item Detail

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name:	*Rowell ES*	**Date:**	**11/25/25**
	Playground Replacements	**Contractor:**	**Caliber Contracting Services, Inc.**
DSA #:	02-123262	**Architect:**	**Darden Architects**
BID #:	25-32	**Change Order:**	**001**

Contract Summary:

Bid Award Amount(s)

Base Bid:	$	586,888.00
Additive Alternate 1	$	53,920.00
Additive Alternate 2:	$	21,000.00
Allowance	$	25,000.00
Total Agreement Amount:	**$**	**686,808.00**

Contract Adjustments:

Total Contract Amount $ 686,808.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ -		$ -		$ -				$ -		$ -			
CO #002	$ -		$ -				$ -		$ -		$ -			
CO #003	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ -**	0%	**$ -**	0%	**$ -**	0%	**$ -**	0%	**$ -**	0%	**$ -**	**$ -**	0.0%	
Total Contract Amount with Adjustments												**$ 686,808.00**		

Total Allowance Amount $ 25,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	$ -		$ -		$ (9,995.56)				$ -		$ (9,995.56)		
	$ -		$ -		$ -		$ -		$ -		$ -		
Totals:	**$ -**	0%	**$ -**	0%	**$ (9,995.56)**	-1%	**$ -**	0%	**$ -**	0%	**$ (9,995.56)**	**$ (9,995.56)**	
Total Allowance Remaining												**$ 15,004.44**	

Fresno Unified School District
Preparing Career Ready Graduates

CHANGE ORDER

PROJECT NAME:
FUSD Rowell Elementary Play Structure Replacement

CHANGE ORDER No. : 02

DSA File No, : 10-48

Application No.: 02-123262

CONTRACTOR:
Caliber Contracting Services, Inc.
5191 E. Dakota Ave.
Fresno CA 93727-

DESIGNER'SPROJECT No. : 2445

FUSD BID/CONTRACT No. 25-32

CONTRACTOR P.O. No. : 25021763

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$686,808.00
Net change by previously authorized Change Orders	$0.00
The Contract Sum prior to this Change Order was	$686,808.00
The Contract Sum will be adjusted by	($16,471.09)
The new Contract Sum including this Change Order will be	$670,336.91
The Contract Completion date prior to this Change Order was	9/25/2025
The Contract Time will be adjusted by	(13) Calendar Days
The new Contract Completion date, including this Change Order is therefore	10/08/2025

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any,set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:	*Accepted by:*	*Authorized by:*
Darden Architects 6790 N. West Ave Fresno,California 93711	Caliber Contracting Services, Inc. 5191 E. Dakota Ave. Fresno CA 93727-	Fresno Unified School District 2309 Tulare Street Fresno CA 93721-
DESIGNER:	***CONTRACTOR:***	***OWNER:***
By: Andrew Corral	By: Kim Nulick, EVP	By: Alex Belanger, Assoc. Sup.
Date: 12/17/2025	Date: 12/17/2025	Date: 12/17/2025

CHANGE ORDER

Fresno Unified School District
Preparing Career Ready Graduates

FUSD Rowell Elementary Play Structure Replacement
CHANGE ORDER NO.: 02
DATE 12/16/2025
Project No.: 2445

You are directed to make the following changes in this Contract:

Item 02 - 1

DESCRIPTION OF CHANGE:
An unknown damaged sewer utility under the preschool playground area was repaired.

(This COIR resolves Delay Notice #01)

The time and material cost of $994.40 with 10% overhead and profit based on that time and material cost results in $1,093.84 being taken out of the bid allowance for unforeseen underground.

REASON FOR CHANGE:
While digging for the preschool shade footings, an unknown sewer utility was hit. This utility was repaired before
proceeding with pouring the footings.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
RFI 011 RFI 013 COR 04 dated 08/19/2025

Amount of this Change Order Item:	UNCHANGED	$0.00
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 2

DESCRIPTION OF CHANGE:
Site investigation, including hydrovacing was performed to locate a gas utility at the preschool play area.

The time and material cost of $6,888.69 with 10% overhead and profit based on that time and material cost results in $7,577.56 being taken out of the bid allowance for unforeseen underground.

REASON FOR CHANGE:
Upon performing a GPR (Ground Penetrating Radar), it was determined that there is a gas utility running through the preschool pit. For safety precausions, hydrovacing was performed to locate the utility prior to digging for the shade footings.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COR 005 dated 08/20/2025

Amount of this Change Order Item:	UNCHANGED	$0.00
Time adjustment by this Change Order Item:	INCREASE	1

You are directed to make the following changes in this Contract:

Item 02 - 3

DESCRIPTION OF CHANGE:
SOD will be omitted from the project at the kindergarten and primary play areas.

The credit for the cost of $6,725.92 with 5% overhead and profit based on that cost results in a credit of $7,062.22 to the District.

REASON FOR CHANGE:
The District will install SOD at a later date at the kindergarten and primary play areas.

CHANGE CATEGORY:
Owner

DOCUMENT REFERENCE:
RFP 01 COR 007.2 dated 09/30/2025

Amount of this Change Order Item:	DECREASE	($7,062.22)
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 4

DESCRIPTION OF CHANGE:
The kindergarten umbrella will not be installed at the turf area.
The credit for the cost of $7,500 with 5% overhead and profit based on that cost results in a credit of $7,875.00 to the District.

REASON FOR CHANGE:
The kindergarten umbrella will be installed at a later date by the District.

CHANGE CATEGORY:
District Requested change.

DOCUMENT REFERENCE:
RFP 02 COR 008 dated 10/22/2025

Amount of this Change Order Item:	DECREASE	($7,875.00)
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 5

DESCRIPTION OF CHANGE:
The canopy top at the kindergarten shade structure had to be removed and reinstalled.
The time and material cost of $4,362.88 with 10% overhead and profit based on that time and material cost results in $4,799.17 being added to the contract.

REASON FOR CHANGE:
The incorrect canopy was installed at the kindergarten shade structure. The installed canopy had to be removed and replaced.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COR 006 dated 09/05/2025

Amount of this Change Order Item:	INCREASE	$4,799.17
Time adjustment by this Change Order Item:	UNCHANGED	0

You are directed to make the following changes in this Contract:

Item 02 - 6

DESCRIPTION OF CHANGE:
A lump sum amount of $6,333.04 will be credited to the district for unused bid allowance.

REASON FOR CHANGE:
The remaining unused bid allowance will be credited to the district.

CHANGE CATEGORY:
District Requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	DECREASE	($6,333.04)
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 7

DESCRIPTION OF CHANGE:
Add twelve (12) calendar days to the contract duration. FUSD and contractor each acknowledge and agree that the contract remains in full force and effect and nothing in this change order shall constitute a waiver by FUSD of any or all rights it has under the contractor or applicable law. No compensation is due to contractor for additional days identified in this change order.

REASON FOR CHANGE:
Contract time extension was agreed upon by the District and Contractor in a meeting held on 10/29/2025 to accommodate miscellaneous change order items.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

Amount of this Change Order Item:	UNCHANGED	$0.00
Time adjustment by this Change Order Item:	INCREASE	12

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE**	**($16,471.09)**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**13 Days**

****** End of CHANGE ORDER ***** ***02***

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name:	*Rowell ES*	**Date:**	**11/25/25**
	Playground Replacements	**Contractor:**	**Caliber Contracting Services, Inc.**
DSA #:	02-123262	**Architect:**	**Darden Architects**
BID #:	25-32	**Change Order:**	**002**

Contract Summary:

Bid Award Amount(s)

Base Bid:	$	586,888.00
Additive Alternate 1	$	53,920.00
Additive Alternate 2:	$	21,000.00
Allowance	$	25,000.00
Total Agreement Amount:	**$**	**686,808.00**

Contract Adjustments:

Total Contract Amount $ 686,808.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ -		$ -		$ -				$ -		$ -			
CO #002	$ (21,270.26)		$ -		$ 4,799.17		$ -		$ -		$ (16,471.09)			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ (21,270.26)**	-3%	**$ -**	0%	**$ 4,799.17**	1%	**$ -**	0%	**$ -**	0%	**$ (16,471.09)**	**$ (16,471.09)**	-2.4%	
Total Contract Amount with Adjustments												**$ 670,336.91**		

Total Allowance Amount $ 25,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	$ -		$ -		$ (9,995.56)				$ -		$ (9,995.56)		
CO #002	$ (6,333.04)		$ -		$ (8,671.40)		$ -		$ -		$ (15,004.44)		
Totals:	**$ (6,333.04)**	-1%	**$ -**	0%	**$ (18,666.96)**	-3%	**$ -**	0%	**$ -**	0%	**$ (25,000.00)**	**$ (25,000.00)**	
Total Allowance Remaining												**$ -**	

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Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Gibson & Mayfair Elementary Schools HVAC/EMS Replacement
1266 W. Barstow Ave, Fresno, CA 93711
3305 E. Home Ave, Fresno, CA 93703

CHANGE ORDER No. : 003

DSA File No. : 10-48

Application No. : 02-122168, 02-122134

CONTRACTOR :
Strategic Mechanical Inc.
4661 E. Commerce Ave.
Fresno, CA 93725

DESIGNER'S PROJECT No. : 1246, 1247

FUSD BID/CONTRACT No. : 25-37

CONTRACTOR P.O. No. : 25021635

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	2,305,000.00
Net change by previously authorized Change Orders	$	21,809.52
The Contract Sum prior to this Change Order was	$	2,326,809.52
The Contract Sum will be adjusted by	$	(4,096.30)
The new Contract Sum, including this Change Order will be	$	2,322,713.22
The Contract Completion date prior to this Change Order was		30-Aug-25
The Contract Time will be adjusted by		(121) Calendar Days
The new Contract Completion date, including this Change Order is therefore		29-Dec-25

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	*Accepted by:*	*Authorized by:*
Net Positive Consulting **5 River Park Place East, Ste 303, Fresno, CA 93720**	**Strategic Mechanical Inc.** **4661 E. Commerce Ave,** **Fresno CA 93725**	**Fresno Unified School District** **4600 N. Brawley** **Fresno, CA 93722**
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
Hannah Brigdon Digitally signed by Hannah Brigdon DN: C=US, E=hannah@npcong.com, CN=Hannah Brigdon Date: 2025.12.18 12:59:45-08'00'	Signed by: Chad Petty 6B7C4D7B4E3C...	D.A.
By: Hannah Brigdon, PE	By: Chad Petty, President	By: Alex Belanger | Chief Executive
Date: 12/18/2025	Date: 1/5/2026 | 11:16 AM PST	Date: 1/06/2026

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 3-1 **Heat Pump Curb Adapter - Gibson ES**

DESCRIPTION OF CHANGE:
At portable classroom PCR301, contractor to provide all labor, materials, and equipment required to install a new curb adapter for the heat pump (HP-5) to accommodate the new larger unit and paint curb adapter to match new HP-5. Curb adapter is to meet all requirements per Bard Head Pump manufacturer specifications, to include material type and installation method.

REASON FOR CHANGE:
The existing HP-5 equipment is a 3 ton unit and the new HP-5 unit is sized at 3.5 tons. The curb adapter is needed to accommodate the half ton discrepancy.

CHANGE CATEGORY:
Designer E&O

DOCUMENT REFERENCE:
OTP 01 & RFP 02

Amount of this Change Order Item:	**Increase $**	**3,188.27**
Time adjustment by this Change Order Item:	**Increase**	1 Day

Item 3-2 **Patch and Paint Allowance Credit - Gibson ES**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a $25,000 Construction Allowance. Per the Contract Documents, all unused Allowance amount is to be formally credited back to the District through a Change Order.

REASON FOR CHANGE:
The $25,000 Allowance was established by the District and included in the award Contract for costs relating to necessary painting and patching performed at the new unit ventilators. The unit ventilator extensions and carpet patchwork around the new unit ventilators will be funded out of this Allowance. Upon completion of the contract work, there was an unused balance of $3,297.79 that will be credited back to the District through this Change Order.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Decrease $**	**(3,297.79)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 3-3 **Paint and Patch Allowance Credit - Mayfair ES**

DESCRIPTION OF CHANGE:
The awarded Contract Cost Amount included a $25,000 Construction Allowance. Per the Contract Documents, all unused Allowance amount is to be formally credited back to the District through a Change Order.

REASON FOR CHANGE:
The $25,000 Allowance was established by the District and included in the award Contract for costs relating to necessary painting and patching performed at the new unit ventilators. The carpet patchwork and paint around the new unit ventilators will be funded out of this Allowance. Upon completion of the contract work, there was an unused balance of $3,986.78 that will be credited back to the District through this Change Order.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Decrease**	**$**	**(3,986.78)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 3-4 **Gibson & Mayfair - Contract Construction Completion Date**

DESCRIPTION OF CHANGE:
Add 120 days to contract duration. FUSD and contractor each acknowledge and agree that the contract remains in full force and nothing in this change order shall constitute a waiver by FUSD of or all rights it has under the contract or applicable law. No compensation is due to contractor for the additional days identified in this change order.

REASON FOR CHANGE:
The buffer tanks and expansion tanks for both Gibson & Mayfair were significantly delayed from the manufacturer. Contract must be extended 120 days to accommodate receipt and installation of the tanks. No acceptable substitutions were provided during the course of construction.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
N/A

Amount of this Change Order Item:	**Increase**	**$**	**0.00**
Time adjustment by this Change Order Item:	**Increase**		120 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE**	**$(4,096.30)**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**121 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Maintenance Services

Project Financial Summary

Project Name:	**Gibson Mayfair HVAC & EMS Replacement**	**Date:**	1/5/2026
		Contractor:	**Strategic Mechanical**
DSA #:	02-122168, 02-122134	**Architect:**	**Net Positive**
BID #:	25-37	**Change Order:**	**3**

Contract Summary:

Bid Award Amount(s)

	Base Bid 1 Gibson HVAC & EMS Replacement		$ 987,000.00
	Base Bid 2: Mayfair HVAC & EMS Replacement		$ 1,268,000.00
	Allowance: Gibson Paint & Patch at Unit Ventilators		$ 25,000.00
Bid Alternate___:	Allowance: Mayfair Paint and Patch at Unit Ventilators:		$ 25,000.00
		Total Agreement Amount:	**$ 2,305,000.00**

Contract Adjustments:

Total Contract Amount $ 2,305,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	$ 7,361.68		$ -		$ 874.17		$ 854.79		$ -		$ 9,090.64	$ 9,090.64	
CO #002	$ 6,414.25		$ -		$ 2,355.10		$ 3,949.53		$ -		$ 12,718.88	$ 12,718.88	
CO #003	$ (7,284.57)		$ -		$ -		$ 3,188.27		$ -		$ (4,096.30)	$ (4,096.30)	
	$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	$ -		$ -		$ -		$ -		$ -		$ -	$ -	
Totals:	**$ 6,491.36**	0.0028	**$ -**	0%	**$ 3,229.27**	0%	**$ 7,992.59**	0%	**$ -**	0%	**$ 17,713.22**	**$ 17,713.22**	1%
Total Contract Amount with Adjustments												**$ 2,322,713.22**	

Contract Adjustments:

Total Allowance Amount $ 50,000.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
CO #003	$ 42,715.43	$ -	$ -	$ -	$ -	$ 42,715.43	
	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	
Totals:	**$ 42,715.43**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 42,715.43**	**$ 42,715.43**
Total Allowance Remaining							**$ 7,284.57**

Fresno Unified School District

CHANGE ORDER

CHANGE ORDER No. : 001

DSA File No. : N/A

Application No. : N/A

PROJECT NAME:
Sunnyside High School CTE Building Improvements
1019 S. Peach Avenue, Fresno, CA 93727

CONTRACTOR :
Better Enterprises, Inc.
1148 N. Cypress Avenue
Fresno, CA 93727

DESIGNER'S PROJECT No. : 230533

FUSD BID/CONTRACT No. : 25-46

CONTRACTOR P.O. No. : 25021733

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	388,900.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	388,900.00
The Contract Sum will be adjusted by	$	18,588.99
The new Contract Sum, including this Change Order will be	$	407,488.99
The Contract Completion date prior to this Change Order was	Oct-14-2025	
The Contract Time will be adjusted by	64 Days	
The new Contract Completion date, including this Change Order is therefore	Dec-17-2025	

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:

PBK Architects, INC.
7790 N. Palm Avenue
Fresno, CA 93711
ARCHITECT/ENGINEER:

By: Michael Schoen, MP

Date: 12/17/2025

Accepted by:

Better Enterprises, Inc.
1148 N. Cypress Avenue
Fresno, CA 93727
CONTRACTOR:

By: Marc Kerkochian, President

Date: 12/17/25

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
OWNER:

By: Alex Belanger | Chief Executive

Date: 12/19/2025

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract.

Item 1-1

DESCRIPTION OF CHANGE:
Furnish and install transom window above exterior double door in the new leadership room.

REASON FOR CHANGE:

Contract documents did not show double doors matching existing door.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR 02-R1, OTP 02

Amount of this Change Order Item:	**Increase** $	**2,046.57**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Remove casework, flooring and add painting and rack shelving. Training Room revisions to provide space for needed storage.

REASON FOR CHANGE:
Changes were needed to convert the storage area back to the girls locker room.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR 04-R1, RFI 08-R1

Amount of this Change Order Item:	**Increase** $	**12,701.44**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-3

DESCRIPTION OF CHANGE:
Flooring infill at the door from the conference room to the student store.

REASON FOR CHANGE:
It was requested to leave the door in place from the new conference room to the student store.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COR 5-R1, OTP 04

Amount of this Change Order Item:	**Increase** $	**656.79**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-4

DESCRIPTION OF CHANGE:
Removal of L-shaped cabinetry in the Student Store and patch the VCT flooring.

REASON FOR CHANGE:
Contract documents did not show the correct dimensions between the tall cabinets going in with the existing cabinetry. Exising needed to be removed to have enough room for egress and space in the Student Store.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR 06, OTP 05

Amount of this Change Order Item:	**Increase**	$	1,612.29
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-5

DESCRIPTION OF CHANGE:
FRP installation behind sink in the Leadership Room.

REASON FOR CHANGE:
Construction documents did not show FRP behind the new sink.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR 07, OTP 06

Amount of this Change Order Item:	**Increase**	$	499.81
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-6

DESCRIPTION OF CHANGE:
Replace flooring where cabinetry was removed in Student Sotre and replace the carpet in new Conference Room.

REASON FOR CHANGE:
After removing furniture from the student store and conference room, it was determined the flooring was not salvagable and needed to be replaced.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR 08, RFI 09

Amount of this Change Order Item:	**Increase**	$	6,822.04
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-7

DESCRIPTION OF CHANGE:
Provide and install new signage for Room N40.

REASON FOR CHANGE:
District requested for the contractor to remove the old room signage due to wear and tear damage.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COR 09, OTP 08

Amount of this Change Order Item:	**Increase**	$	**549.03**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-8

DESCRIPTION OF CHANGE:
Provide and install (2) new thresholds for existing doorways in new Leadership Room.

REASON FOR CHANGE:
Existing athletic flooring was removed and the original thresholds were not compliant with ADA requirements. New thresholds were installed to follow compliance.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR 10, RFI 22

Amount of this Change Order Item:	**Increase**	$	**1,031.04**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-9

DESCRIPTION OF CHANGE:
Remove and replace drywall and paint on the East wall of the training room.

REASON FOR CHANGE:
District requested for the sheetrook on the East wall in the training room to be replaced from water damage.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
COR 11, RFI 27

Amount of this Change Order Item:	**Increase**	$	**1,981.02**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-10

DESCRIPTION OF CHANGE:
Remove existing double gates and hinges and reinstall the gates to swing outward.

REASON FOR CHANGE:
District requested for the double gate to be reinstalled to swing the opposite direction than previously installed.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COR 12, RFI 27

Amount of this Change Order Item:	**Increase**	$	**4,373.60**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-11

DESCRIPTION OF CHANGE:
Provide and install tinting on new set of double doors and the transom above.

REASON FOR CHANGE:
District requested for tinting to be added to double doors at the Leadership Room.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COR 13, OTP 12

Amount of this Change Order Item:	**Increase**	$	**704.00**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-12

DESCRIPTION OF CHANGE:
Provide and install door sweeps to all doors in Leadership Room.

REASON FOR CHANGE:
District requested for door sweeps to be added to all doors in Leadership Room.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COR 14

Amount of this Change Order Item:	**Increase**	$	**669.42**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-13

DESCRIPTION OF CHANGE:
Provide and install (2) photo luminescent exit signs for Room N40.

REASON FOR CHANGE:
Contract documents did not include exit signs above added double door.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR 15, OTP 14

Amount of this Change Order Item:	**Increase $**	**611.88**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-14

DESCRIPTION OF CHANGE:
Prep and paint training room.

REASON FOR CHANGE:
Training room drywall was removed and replaced. District requested for the whole room to be repainted to match existing.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COR 16, RFI 27

Amount of this Change Order Item:	**Increase $**	**1,463.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-15

DESCRIPTION OF CHANGE:
Provide and install floor sink signage.

REASON FOR CHANGE:
District requested to provide warning signage for building occupants to not tamper with floor sink.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COR 17, RFI 26

Amount of this Change Order Item:	**Increase $**	**667.06**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-16

DESCRIPTION OF CHANGE:
Provide and install additional mulch and trees to be split into (2) new landscape trees.

REASON FOR CHANGE:
District requested for trees to be split from the original design and added to (2) new areas. Additional mulch to be provided and installed in courtyard area in front of new leadership room.
CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COR 18, OTP 17

Amount of this Change Order Item:	**Increase**	$	2,200.00
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-17

DESCRIPTION OF CHANGE:
Add sixty-four (64) calendar days to Contract duration. FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all right it has under he Contractor or applicable law. No compensation is due to Contractor for addtional days indentified in this Change Order.
REASON FOR CHANGE:
Contract time extention to accommodate minor project close-out activities.

CHANGE CATEGORY:

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Increase**		
Time adjustment by this Change Order Item:	**Increase**		64 Days

Item 1-18

DESCRIPTION OF CHANGE:
Provide credit for unused bid allowance.

REASON FOR CHANGE:
Project included unknown bid allowance. The remaining unused bid allowance will be credited back to Fresno Unified.
CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Increase**	$	(20,000.00)
Time adjustment by this Change Order Item:	**Increase**		0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$**	**18,588.99**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**		**64 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project:	Sunnyside High School	**Date:**	12/12/2025
	Sunnyside Leadership Weight Room Remodel	**Contractor:**	Better Enterprises Inc.
DSA #:	N/A	**Architect:**	PBK
Bid #:	25-46	**Change Order:**	001

Contract Summary:

Bid Award Amount(s)		
Base Bid 1:	New Building and Site Improvements	$ 368,900.00
Allowance:	Unknown/Unforeseen Existing Conditions	$ 20,000.00
Total Agreement Amount:		**$ 388,900.00**

Contract Adjustments:

Total Contract Amount								$ 388,900.00		
Contract Adjustments:	**District Requested**	**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**	**District/Designer**	**Total**				
Site Improvements						$ -				
CO #001	$ 11,282.90	$ -	$1,981.02	$ 12,623.63	$ 12,701.44	**$ 38,588.99**				
CO 1 - Allowance (see Below)	$ (20,000.00)					$ (20,000.00)				
						$ -				
Totals:	**$ (8,717.10)**	**$ -**	**$ 1,981.02**	**$ 12,623.63**	**$ 12,701.44**	**$ 18,588.99**		**$ 18,588.99**	4.8%	
Total Contract Amount with Adjustments								**$ 407,488.99**		

			Unknown/Unforeseen Existing Conditions				**$ 20,000.00**
Site Improvements						$ -	
CO #001						$ (20,000.00)	
						$ -	
Total Allowance Adjustments		**$ -**	**$ -**	**$ -**	**$ -**	**$ (20,000.00)**	**$ -**
Allowance Remianing							**$ -**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Easterby Elementary School HVAC Replacement
5211 E. Tulare Ave.
Fresno, CA 93727

CHANGE ORDER No. : 002

DSA File No. : 10-48

Application No. : 02-123251

CONTRACTOR :
New England Sheet Metal & Mechanical Co.
2731 S. Cherry Ave.
Fresno, CA 93706

DESIGNER'S PROJECT No. : 1643

FUSD BID/CONTRACT No. : 25-48

CONTRACTOR P.O. No. : 25021937

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	833,000.00
Net change by previously authorized Change Orders	$	17,596.00
The Contract Sum prior to this Change Order was	$	850,596.00
The Contract Sum will be adjusted by	$	10,061.00
The new Contract Sum, including this Change Order will be	$	860,657.00
The Contract Completion date prior to this Change Order was		23-Jan-26
The Contract Time will be adjusted by	(0) Calendar Days	
The new Contract Completion date, including this Change Order is therefore		23-Jan-26

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:

Net Positive Consulting
5 River Park Pl E, Ste. 303,
Fresno, CA 93720
ARCHITECT/ENGINEER:

Hannah Brigdon

By: Hannah Brigdon PE

Date: 12/15/2025

Accepted by:

New England Sheet Metal
2731 S. Cherry Ave.
Fresno, CA 93706
CONTRACTOR:

By: Bradley E. Zeimet

Date: 12/16/2025

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
OWNER:

By: Alex Belanger | Chief Executive

Date: 12/22/2025

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 2-1

Electrical Work for VP Office

DESCRIPTION OF CHANGE:

Provide all labor, materials, and equipment required to supply new power wires to the existing unit ventilator in the Vice Principal's office (RM40). The cost of **$592.00** will be deducted from the bid allowance for unforeseen utilities.

REASON FOR CHANGE:

When the unit in the server room was disconnected, power to the unit ventilator in the Vice Principals office was lost. To restore functionality and ensure conditioned air in the VP's office, new electrical wires must be installed and connected to the existing circuit breaker panel in the Server/Fire Alarm Room (RM 60).

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI 026 & PCO 011

Amount of this Change Order Item:	**Increase $**	**0.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-2

Dedicated Circuits for Portable Classrooms

DESCRIPTION OF CHANGE:

Provide all labor, materials, and equipment required to install new dedicated circuits (14 total) at seven (7) portable classrooms to provide power for interim cooling units. The cost of **$6,403.00** will be deducted from the bid allowance for unforeseen utilities.

REASON FOR CHANGE:

Fresno Unified School District has requested to install (2) new dedicated circuits at each portable classroom to provide sufficient power for interim cooling in each of the portable classrooms.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

OTP 08 & RFP 02

Amount of this Change Order Item:	**Increase $**	**0.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 2-3 **EMS Upgrades - MPR Building**

DESCRIPTION OF CHANGE:

At Bldg E, MPR, provide all labor, materials, and equipment required to install one (1) controller at the MPR stage and integrate two (2) split system air handler units.

REASON FOR CHANGE:

During construction, it was discovered that there were two (2) twinned split system air handlers, instead of the two (2) package units, on the South side of the MPR and require further work to integrate into the new FX-90 EMS system. It was also discovered that a single air handler unit with existing Johnson N2 UNT controls is located at the MPR stage. These units require control upgrades to fully integrate into the FX-90 EMS system.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

OTP 07, RFI 31, & RFI 33

Amount of this Change Order Item:	**Increase**	**$**	**10,061.00**
Time adjustment by this Change Order Item:	**Increase**		0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$**	**10,061.00**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**		**0 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: HVAC Improvement at Easterby

DSA #: 02-123251

BID #: 25-48

Date: 12/18/25

Contractor: New England Sheet Metal

Engineer: Net Positive Engineers

Change Order: 2

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$	808,000.00
Allowance	$	25,000.00
	$	-
	$	-
	$	-
Total Agreement Amount:	$	833,000.00

Contract Adjustments:

Total Contract Amount													$	833,000.00	
Contract Adjustments:		District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
Easterby Executed CO 1	$	1,356.00		$ -				$ 16,240.00		$ -		$ 17,596.00			
Easterby Executed CO 2								$ 10,061.00				$ 10,061.00			
	$	-		$ -		$ -		$ -		$ -		$ -			
	$	-		$ -		$ -		$ -		$ -		$ -			
	$	-		$ -		$ -		$ -		$ -		$ -			
	$	-		$ -		$ -		$ -		$ -		$ -			
	$	-		$ -		$ -		$ -		$ -		$ -			
Totals:	**$**	**1,356.00**	0.2%	**$ -**	0.0%	**$ -**	0.0%	**$ 26,301.00**	3.2%	**$ -**	0.0%	**$ 27,657.00**	**$**	**27,657.00**	3.3%
Total Contract Amount with Adjustments													**$**	**860,657.00**	
Allowance Used						$6,995.00						$6,995.00		$6,995.00	
Allowance Remaining														**$18,005.00**	

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: HVAC Improvement at Various Sites

Date: 12/18/25

Contractor: NESM

DSA #: 02-123251,02-123252, 02-123254,02-123255, 02-123256,02-123257, 02-123279,02-123280

Engineer: Net Positive Consultants

BID #: 25-48

Change Order: 2

Contract Summary:

Bid Award Amount(s)		
Base Bid Easterby:	$	808,000.00
Base Bid Jackson	$	767,000.00
Base Bid Leavenworth	$	1,327,000.00
Base Bid Norseman:	$	1,532,000.00
Base Bid Robinson:	$	773,000.00
Base Bid Storey:	$	1,293,000.00
Base Bid Thomas:	$	1,140,000.00
Base Bid Wilson:	$	903,000.00
Total Allowance($25K per site):	$	200,000.00
Total Agreement Amount:	**$**	**8,743,000.00**

Contract Adjustments:

Base Bid HVAC Improvements at Easterby ES											**$**	**808,000.00**
Allowance											**$**	**25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**		**District Designer**		**Total**		
Easterby CO 001	$	1,356.00	$	-		$	16,240.00	$	-	$ 17,596.00	**$**	**17,596.00**
Easterby CO 002	$	-	$	-		$	10,061.00	$	-	$ 10,061.00	**$**	**10,061.00**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
Total			$	-	$ -	$	26,301.00	$	-	$ 27,657.00		
Easterby Contract Amount with Adjustments											**$**	**860,657.00**
Base Bid HVAC Improvements at Jackson ES											**$**	**767,000.00**
Allowance											**$**	**25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**		**District Designer**		**Total**		
Jackson CO 001	$	(20,660.00)	$	-	$ -			$	-	$ (20,660.00)	**$**	**(20,660.00)**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
Total			$	-	$ -	$	-	$	-	$ (20,660.00)		
Jackson Contract Amount with Adjustments											**$**	**771,340.00**
Base Bid HVAC Improvements at Leavenworth ES											**$**	**1,327,000.00**
Allowance											**$**	**25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**		**District Designer**		**Total**		
Leavenworth CO 001	$	(4,652.00)	$	-				$	-	$ (4,652.00)	**$**	**(4,652.00)**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
Total			$	-	$ -	$	-	$	-	$ (4,652.00)		
Leavenworth Contract Amount with Adjustments											**$**	**1,347,348.00**
Base Bid HVAC Improvements at Norseman ES											**$**	**1,532,000.00**
Allowance											**$**	**25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**		**District Designer**		**Total**		
Norseman CO 001	$	-	$	-	$ -	$	21,707.00	$	-	$ 21,707.00	**$**	**21,707.00**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
Total			$	-	$ -	$	21,707.00	$	-	$ 21,707.00		
Norseman Contract Amount with Adjustments											**$**	**1,578,707.00**
Base Bid HVAC Improvements at Robinson ES											**$**	**773,000.00**
Allowance											**$**	**25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**		**District Designer**		**Total**		
Robinson CO 001	$	-	$	-	$ -			$	-	$ -	**$**	**-**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
Total			$	-	$ -	$	-	$	-	$ -		
Robinson Contract Amount with Adjustments											**$**	**798,000.00**
Base Bid HVAC improvements at Storey ES											**$**	**1,293,000.00**
Allowance											**$**	**25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**		**District Designer**		**Total**		
Storey CO 001	$	-	$	-	$ -	$	(10,508.00)	$	-	$ (10,508.00)	**$**	**(10,508.00)**
	$	-	$	-	$ -			$	-	$ -	**$**	**-**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
Total			$	-	$ -	$	(10,508.00)	$	-	$ (10,508.00)		
Storey Contract Amount with Adjustments											**$**	**1,307,492.00**
Base Bid HVAC Improvements at Thomas ES											**$**	**1,140,000.00**
Allowance											**$**	**25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**		**District Designer**		**Total**		
Thomas CO 001	$	-	$	-	$ -	$	7,342.00	$	-	$ 7,342.00	**$**	**7,342.00**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
Total			$	-	$ -	$	7,342.00	$	-	$ 7,342.00		
Thomas Contract Amount with Adjustments											**$**	**1,172,342.00**
Base Bid HVAC Improvements at Wilson ES											**$**	**903,000.00**
Allowance											**$**	**25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**		**District Designer**		**Total**		
Wilson CO 001	$	-	$	-	$ -			$	-	$ -	**$**	**-**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
	$	-	$	-	$ -			$	-	$ -	**$**	**-**
	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
Total			$	-	$ -	$	-	$	-	$ -		
Wilson Contract Amount with Adjustments											**$**	**928,000.00**
Total New Contract Amount with Adjustments											**$**	**8,763,886.00** 0.24%
Allowance Summary											**$**	**200,000.00**
					Used Unknown Unforseen Utility Encounters							
Easterby	$	-	$	-	$ 6,995.00			$	-	$ 6,995.00	**$**	**6,995.00**
Jackson	$	-	$	-	$ 1,579.00	$	-	$	-	$ 1,579.00	**$**	**1,579.00**
Leavenworth	$	-	$	-	$ 3,661.00			$	-	$ 3,661.00	**$**	**3,661.00**
Norseman	$	-	$	-	$ -	$	-	$	-	$ -	**$**	**-**
Robinson	$	-	$	-		$	-	$	-	$ -	**$**	**-**
Storey	$	-	$	-	$ 3,224.00	$	-	$	-	$ 3,224.00	**$**	**3,224.00**
Thomas	$	-	$	-		$	-	$	-	$ -	**$**	**-**
Wilson	$	-	$	-		$	-	$	-	$ -		
Remaining Allowance	$	-	$	-		$	-	$	-	$ -		**$184,541.00**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Easterby Elementary School HVAC Replacement
5211 E. Tulare Ave.
Fresno, CA 93727

CHANGE ORDER No. : 003

DSA File No. : 10-48

Application No. : 02-123251

CONTRACTOR :
New England Sheet Metal & Mechanical Co.
2731 S. Cherry Ave.
Fresno, CA 93706

DESIGNER'S PROJECT No. : 1643

FUSD BID/CONTRACT No. : 25-48

CONTRACTOR P.O. No. : 25021937

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	833,000.00
Net change by previously authorized Change Orders	$	27,657.00
The Contract Sum prior to this Change Order was	$	860,657.00
The Contract Sum will be adjusted by	$	(18,005.00)
The new Contract Sum, including this Change Order will be	$	842,652.00
The Contract Completion date prior to this Change Order was		23-Jan-26
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		23-Jan-26

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:

Net Positive Consulting
5 River Park Pl E, Ste. 303,
Fresno, CA 93720
ARCHITECT/ENGINEER:

Hannah Brigdon Digitally signed by Hannah Brigdon DN: C=US, E=hbrigdon@nesteng.com, O=Net Positive Consulting Engineers, CN=Hannah Brigdon Date: 2026.01.09 09:21:39-08'00'

By: Hannah Brigdon PE

Date: 01/09/2026

Accepted by:

New England Sheet Metal
2731 S. Cherry Ave.
Fresno, CA 93706
CONTRACTOR:

By: Bradley E. Zeimet

Date: 1/12/2026

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
OWNER:

By: Alex Belanger | Chief Executive

Date: 01/14/2026

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 3-1 **Easterby ES Unused Allowance Credit**

DESCRIPTION OF CHANGE:

The awarded Contract Cost Amount included a $25,000.00 (per site) Allowance for unknown and unforseen utility encounters during construction. The total cost of $6,995.00 associated with the electrical work described in CO 002 Item 2-1 and the dedicated circuits requirement described in CO 002 Item 2-2 were both funded out of the Allowance, leaving an unused Allowance of $18,005.00 to be returned to the District at the completion of the project via this final Change Order.

REASON FOR CHANGE:

Of the $25,000.00 Allowance established by the Fresno Unified School District, $6,995.00 was utilized per the above description. All Contract Work is now completed, and the unused Allowance balance of $18,005.00 is being credited to the Contract Amount via this final Change Order.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Decrease**	**$ 18,005.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE**	**$ 18,005.00**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: HVAC Improvement at Easterby

DSA #: 02-123251

BID #: 25-48

Date: 1/13/26

Contractor: New England Sheet Metal

Engineer: Net Positive Engineers

Change Order: 3

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$	808,000.00
Allowance	$	25,000.00
	$	-
	$	-
	$	-
Total Agreement Amount:	$	833,000.00

Contract Adjustments:

Total Contract Amount													$	833,000.00	
Contract Adjustments:		**District Requested**			**Governing agency req'd change post-bid**			**Unknown, unforeseen, hidden**			**Designer E & O**			**District/Designer**			**Total**			
Easterby Executed CO 1	$	1,356.00		$	-					$	16,240.00		$	-		$	17,596.00			
Easterby Executed CO 2										$	10,061.00					$	10,061.00			
Easterby Executed CO 3	$	(18,005.00)														$	(18,005.00)			
	$	-		$	-		$	-		$	-		$	-		$	-			
	$	-		$	-		$	-		$	-		$	-		$	-			
	$	-		$	-		$	-		$	-		$	-		$	-			
	$	-		$	-		$	-		$	-		$	-		$	-			
	$	-		$	-		$	-		$	-		$	-		$	-			
Totals:	**$**	**(16,649.00)**	-2.0%	**$**	**-**	0.0%	**$**	**-**	0.0%	**$**	**26,301.00**	3.2%	**$**	**-**	0.0%	**$**	**9,652.00**	**$**	**9,652.00**	1.2%
Total Contract Amount with Adjustments																		**$**	**842,652.00**	

Allowance Used	**$6,995.00**
Allowance Remaining	**$0.00**

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: HVAC Improvement at Various Sites

Date: 1/13/26

Contractor: NESM

DSA #: 02-123251,02-123252, 02-123254,02-123255, 02-123256,02-123257, 02-123279,02-123280

Engineer: Net Positive Consultants

BID #: 25-48

Change Order: 3

Contract Summary:

Bid Award Amount(s)		
Base Bid Easterby:	$	808,000.00
Base Bid Jackson	$	767,000.00
Base Bid Leavenworth	$	1,327,000.00
Base Bid Norseman:	$	1,532,000.00
Base Bid Robinson:	$	773,000.00
Base Bid Storey:	$	1,293,000.00
Base Bid Thomas:	$	1,140,000.00
Base Bid Wilson:	$	903,000.00
Total Allowance($25K per site):	$	200,000.00
Total Agreement Amount:	**$**	**8,743,000.00**

Contract Adjustments:

Base Bid HVAC Improvements at Easterby ES										$	**808,000.00**
Allowance										$	**25,000.00**
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total					
Easterby CO 001	$ 1,356.00	$ -		$ 16,240.00	$ -	$ 17,596.00				$	**17,596.00**
Easterby CO 002	$ -	$ -		$ 10,061.00	$ -	$ 10,061.00				$	**10,061.00**
Easterby CO 003	$ (18,005.00)	$ -	$ -	$ -	$ -	$ (18,005.00)				$	**(18,005.00)**
	$ -	$ -	$ -	$ -	$ -	$ -				$	-
Total	$ (16,649.00)	$ -	$ -	$ 26,301.00	$ -	$ 9,652.00					
Easterby Contract Amount with Adjustments										$	**842,652.00**
Base Bid HVAC Improvements at Jackson ES										$	**767,000.00**
Allowance										$	**25,000.00**
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total					
Jackson CO 001	$ (20,660.00)	$ -	$ -		$ -	$ (20,660.00)				$	**(20,660.00)**
	$ -	$ -	$ -	$ -	$ -	$ -				$	-
	$ -	$ -	$ -	$ -	$ -	$ -				$	-
	$ -	$ -	$ -	$ -	$ -	$ -				$	-
Total		$ -	$ -	$ -	$ -	$ (20,660.00)					
Jackson Contract Amount with Adjustments										$	**771,340.00**
Base Bid HVAC Improvements at Leavenworth ES										$	**1,327,000.00**
Allowance										$	**25,000.00**
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total					
Leavenworth CO 001	$ (4,652.00)	$ -			$ -	$ (4,652.00)				$	**(4,652.00)**
	$ -	$ -	$ -	$ -	$ -	$ -				$	-
	$ -	$ -	$ -	$ -	$ -	$ -				$	-
	$ -	$ -	$ -	$ -	$ -	$ -				$	-
Total		$ -	$ -	$ -	$ -	$ (4,652.00)					
Leavenworth Contract Amount with Adjustments										$	**1,347,348.00**
Base Bid HVAC Improvements at Norseman ES										$	**1,532,000.00**
Allowance										$	**25,000.00**
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total					
Norseman CO 001	$ -	$ -	$ -	$ 21,707.00	$ -	$ 21,707.00				$	**21,707.00**
	$ -	$ -	$ -	$ -	$ -	$ -				$	-
	$ -	$ -	$ -	$ -	$ -	$ -				$	-
	$ -	$ -	$ -	$ -	$ -	$ -				$	-
Total		$ -	$ -	$ 21,707.00	$ -	$ 21,707.00					
Norseman Contract Amount with Adjustments										$	**1,578,707.00**
Base Bid HVAC Improvements at Robinson ES										$	**773,000.00**
Allowance										$	**25,000.00**
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total					
Robinson CO 001	$ -	$ -	$ -		$ -	$ -				$	-
	$ -	$ -	$ -	$ -	$ -	$ -				$	-
	$ -	$ -	$ -	$ -	$ -	$ -				$	-
	$ -	$ -	$ -	$ -	$ -	$ -				$	-
Total		$ -	$ -	$ -	$ -	$ -					
Robinson Contract Amount with Adjustments										$	**798,000.00**
Base Bid HVAC improvements at Storey ES										$	**1,293,000.00**
Allowance										$	**25,000.00**
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total					
Storey CO 001	$ -	$ -	$ -	$ (10,508.00)	$ -	$ (10,508.00)				$	**(10,508.00)**
	$ -	$ -	$ -		$ -	$ -				$	-
	$ -	$ -	$ -	$ -	$ -	$ -				$	-
	$ -	$ -	$ -	$ -	$ -	$ -				$	-
Total		$ -	$ -	$ (10,508.00)	$ -	$ (10,508.00)					
Storey Contract Amount with Adjustments										$	**1,307,492.00**
Base Bid HVAC Improvements at Thomas ES										$	**1,140,000.00**
Allowance										$	**25,000.00**
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total					
Thomas CO 001	$ -	$ -	$ -	$ 7,342.00	$ -	$ 7,342.00				$	**7,342.00**
	$ -	$ -	$ -	$ -	$ -	$ -				$	-
	$ -	$ -	$ -	$ -	$ -	$ -				$	-
	$ -	$ -	$ -	$ -	$ -	$ -				$	-
Total		$ -	$ -	$ 7,342.00	$ -	$ 7,342.00					
Thomas Contract Amount with Adjustments										$	**1,172,342.00**
Base Bid HVAC Improvements at Wilson ES										$	**903,000.00**
Allowance										$	**25,000.00**
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total					
Wilson CO 001	$ -	$ -	$ -		$ -	$ -				$	-
	$ -	$ -	$ -	$ -	$ -	$ -				$	-
	$ -	$ -	$ -		$ -	$ -				$	-
	$ -	$ -	$ -	$ -	$ -	$ -				$	-
Total		$ -	$ -	$ -	$ -	$ -					
Wilson Contract Amount with Adjustments										$	**928,000.00**
Total New Contract Amount with Adjustments										**$**	**8,745,881.00** 0.03%
Allowance Summary										$	**200,000.00**
	Used Unknown Unforseen Utility Encounters										
Easterby	$ -	$ -	$ 6,995.00		$ -	$ 6,995.00				$	**6,995.00**
Jackson	$ -	$ -	$ 1,579.00	$ -	$ -	$ 1,579.00				$	**1,579.00**
Leavenworth	$ -	$ -	$ 3,661.00		$ -	$ 3,661.00				$	**3,661.00**
Norseman	$ -	$ -	$ -	$ -	$ -	$ -				$	-
Robinson	$ -	$ -		$ -	$ -	$ -				$	-
Storey	$ -	$ -	$ 3,224.00	$ -	$ -	$ 3,224.00				$	**3,224.00**
Thomas	$ -	$ -		$ -	$ -	$ -				$	-
Wilson	$ -	$ -		$ -	$ -	$ -					
Remaining Allowance	$ -	$ -		$ -	$ -	$ -					**$184,541.00**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Jackson Elementary School HVAC Replacement
3750 E Platt Ave.
Fresno, CA 93702

CHANGE ORDER No. : 002

DSA File No. : 10-48

Application No. : 02-123254

CONTRACTOR :
New England Sheet Metal and Mechanical Co.
2731 S. Cherry Ave.
Fresno, CA 93706

DESIGNER'S PROJECT No. : 1644

FUSD BID/CONTRACT No. : 25-48

CONTRACTOR P.O. No. : 25021938

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	792,000.00
Net change by previously authorized Change Orders	$	(20,660.00)
The Contract Sum prior to this Change Order was	$	771,340.00
The Contract Sum will be adjusted by	$	(23,421.00)
The new Contract Sum, including this Change Order will be	$	747,919.00
The Contract Completion date prior to this Change Order was		23-Jan-26
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		23-Jan-26

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:

Net Positive Consulting
5 River Park Pl E, Ste. 303,
Fresno, CA 93720

ARCHITECT/ENGINEER:

Hannah Brigdon Digitally signed by Hannah Brigdon DN: C=US, E=hbrigdon@npceng.com, O=Net Positive Consulting Engineers, CN=Hannah Brigdon Date: 2026.01.16 07:15:58-08'00'

By: Hannah Brigdon, PE

Date: 01/16/2026

Accepted by:

New England Sheet Metal 2731
S. Cherry Ave.
Fresno, CA 93706

CONTRACTOR:

Bradley E. Zeimet Digitally signed by Bradley E. Zeimet DN: C=US, E=bzeimet@jlwacg.com, O=Lyles Construction Group, OU=LCG, CN=Bradley E. Zeimet Date: 2026.01.16 09:49:30-08'00'

By: Brad Zeimet

Date:

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger | Chief Executive

Date: 1/22/26

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 2-1 **Unforeseen Utility Allowance Credit**

DESCRIPTION OF CHANGE:
Provide a credit for the remainder of the unused bid allowance for unknown/ unforeseen utility encouters.

REASON FOR CHANGE:
All Contract Work is now completed, and the unused bid Allowance balance of $23,421.00 is being credited to the District.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
PCO 33

Amount of this Change Order Item:	**Decrease**	**$ 23,421.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE**	**$ 23,421.00**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: HVAC Improvement at Jackson

DSA #: 02-123254

BID #: 25-48

Date: 1/21/26

Contractor: New England Sheet Metal

Engineer: Net Positive Engineers

Change Order: 2

Contract Summary:

Bid Award Amount(s)

Base Bid:	$	767,000.00
Allowance	$	25,000.00
	$	-
	$	-
	$	-
Total Agreement Amount:	$	792,000.00

Contract Adjustments:

Total Contract Amount $ 792,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
Jackson Executed CO 1	$ (20,660.00)		$ -						$ -		$ (20,660.00)			
Jackson Final Change Order 2	$ (23,421.00)										$ (23,421.00)			
											$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ (44,081.00)**	-5.6%	**$ -**	0.0%	**$ -**	0.0%	**$ -**	0.0%	**$ -**	0.0%	**$ (44,081.00)**		**$ (44,081.00)**	-5.6%
Total Contract Amount with Adjustments													**$ 747,919.00**	

Allowance Used	**$1,579.00**
Allowance Remaining	

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: HVAC Improvement at Various Sites

Date: 1/13/26

Contractor: NESM

DSA #: 02-123251,02-123252, 02-123254,02-123255, 02-123256,02-123257, 02-123279,02-123280

Engineer: Net Positive Consultants

BID #: 25-48

Change Order: 2

Contract Summary:

Bid Award Amount(s)		
Base Bid Easterby:	$	808,000.00
Base Bid Jackson	$	767,000.00
Base Bid Leavenworth	$	1,327,000.00
Base Bid Norseman:	$	1,532,000.00
Base Bid Robinson:	$	773,000.00
Base Bid Storey:	$	1,293,000.00
Base Bid Thomas:	$	1,140,000.00
Base Bid Wilson:	$	903,000.00
Total Allowance($25K per site):	$	200,000.00
Total Agreement Amount:	**$**	**8,743,000.00**

Contract Adjustments:

Base Bid HVAC Improvements at Easterby ES											**$**	**808,000.00**
Allowance											**$**	**25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District Designer**		**Total**
Easterby CO 001	$	1,356.00	$	-			$	16,240.00	$	-	$ 17,596.00	**$ 17,596.00**
Easterby CO 002	$	-	$	-			$	10,061.00	$	-	$ 10,061.00	**$ 10,061.00**
Easterby CO 003	$	(18,005.00)	$	-	$	-	$	-	$	-	$ (18,005.00)	**$ (18,005.00)**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
Total	$	(16,649.00)	$	-	$	-	$	26,301.00	$	-	$ 9,652.00	
Easterby Contract Amount with Adjustments												**$ 842,652.00**
Base Bid HVAC Improvements at Jackson ES												**$ 767,000.00**
Allowance												**$ 25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District Designer**		**Total**
Jackson CO 001	$	(20,660.00)	$	-	$	-			$	-	$ (20,660.00)	**$ (20,660.00)**
Final Jackson CO 002	$	(23,421.00)	$	-	$	-	$	-	$	-	$ (23,421.00)	**$ (23,421.00)**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
Total			$	-	$	-	$	-	$	-	$ (44,081.00)	
Jackson Contract Amount with Adjustments												**$ 747,919.00**
Base Bid HVAC Improvements at Leavenworth ES												**$ 1,327,000.00**
Allowance												**$ 25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District Designer**		**Total**
Leavenworth CO 001	$	(4,652.00)	$	-					$	-	$ (4,652.00)	**$ (4,652.00)**
Levenworth Final CO 002	$	(10,057.00)	$	-	$	-	$	-	$	-	$ (10,057.00)	**$ (10,057.00)**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
Total			$	-	$	-	$	-	$	-	$ (14,709.00)	
Leavenworth Contract Amount with Adjustments												**$ 1,337,291.00**
Base Bid HVAC Improvements at Norseman ES												**$ 1,532,000.00**
Allowance												**$ 25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District Designer**		**Total**
Norseman CO 001	$	-	$	-	$	-	$	21,707.00	$	-	$ 21,707.00	**$ 21,707.00**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
Total			$	-	$	-	$	21,707.00	$	-	$ 21,707.00	
Norseman Contract Amount with Adjustments												**$ 1,578,707.00**
Base Bid HVAC Improvements at Robinson ES												**$ 773,000.00**
Allowance												**$ 25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District Designer**		**Total**
Robinson CO 001	$	-	$	-	$	-			$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
Total			$	-	$	-	$	-	$	-	$ -	
Robinson Contract Amount with Adjustments												**$ 798,000.00**
Base Bid HVAC improvements at Storey ES												**$ 1,293,000.00**
Allowance												**$ 25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District Designer**		**Total**
Storey CO 001	$	(10,508.00)	$	-	$	-			$	-	$ (10,508.00)	**$ (10,508.00)**
Storey Final CO 002	$	(4,529.00)	$	-	$	-			$	-	$ (4,529.00)	**$ (4,529.00)**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
Total			$	-	$	-	$	-	$	-	$ (15,037.00)	
Storey Contract Amount with Adjustments												**$ 1,302,963.00**
Base Bid HVAC Improvements at Thomas ES												**$ 1,140,000.00**
Allowance												**$ 25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District Designer**		**Total**
Thomas CO 001	$	-	$	-	$	-	$	7,342.00	$	-	$ 7,342.00	**$ 7,342.00**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
Total			$	-	$	-	$	7,342.00	$	-	$ 7,342.00	
Thomas Contract Amount with Adjustments												**$ 1,172,342.00**
Base Bid HVAC Improvements at Wilson ES												**$ 903,000.00**
Allowance												**$ 25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District Designer**		**Total**
Wilson CO 001	$	-	$	-	$	-			$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
	$	-	$	-	$	-			$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
Total			$	-	$	-	$	-	$	-	$ -	
Wilson Contract Amount with Adjustments												**$ 928,000.00**
Total New Contract Amount with Adjustments												**$ 8,707,874.00** -0.40%
Allowance Summary												**$ 200,000.00**
						Used Unknown Unforseen Utility Encounters						
Easterby	$	-	$	-	$	6,995.00			$	-	$ 6,995.00	**$ 6,995.00**
Jackson	$	-	$	-	$	1,579.00	$	-	$	-	$ 1,579.00	**$ 1,579.00**
Leavenworth	$	-	$	-	$	3,661.00			$	-	$ 3,661.00	**$ 3,661.00**
Norseman	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
Robinson	$	-	$	-			$	-	$	-	$ -	**$ -**
Storey	$	-	$	-	$	3,224.00	$	-	$	-	$ 3,224.00	**$ 3,224.00**
Thomas	$	-	$	-			$	-	$	-	$ -	**$ -**
Wilson	$	-	$	-			$	-	$	-	$ -	
Remaining Allowance	$	-	$	-			$	-	$	-	$ -	**$184,541.00**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Leavenworth Elementary School HVAC Replacement
4420 E. Thomas Ave.
Fresno, CA 93702

CHANGE ORDER No. : 002

DSA File No. : 10-48

Application No. : 02-123256

CONTRACTOR :
New England Sheet Metal & Mechanical Co.
2731 S. Cherry Ave.
Fresno, CA 93706

DESIGNER'S PROJECT No. : 1645

FUSD BID/CONTRACT No. : 25-48

CONTRACTOR P.O. No. : 25021939

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	1,352,000.00
Net change by previously authorized Change Orders	$	(4,652.00)
The Contract Sum prior to this Change Order was	$	1,347,348.00
The Contract Sum will be adjusted by	$	(10,057.00)
The new Contract Sum, including this Change Order will be	$	1,337,291.00
The Contract Completion date prior to this Change Order was		23-Jan-26
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		23-Jan-26

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	***Accepted by:***	***Authorized by:***
Net Positive Consulting **5 River Park Pl E, Ste. 303,** **Fresno, CA 93720**	**New England Sheet Metal 2731** **S. Cherry Ave.** **Fresno, CA 93706**	**Fresno Unified School District** **4600 N. Brawley** **Fresno, CA 93722**
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
Hannah Brigdon Digitally signed by Hannah Brigdon DN: C=US, E=hbrigdon@npceng.com, O=Net Positive Consulting Engineers, CN=Hannah Brigdon Date: 2026.01.16 07:17:32-08'00'	Bradley E. Zeimet Digitally signed by Bradley E. Zeimet DN: C=US, E=Bzeimet@jylescg.com, O=Lyles Construction Group, OU=LCG, CN=Bradley E. Zeimet Date: 2026.01.16 09:50:34-08'00'	
By: Hannah Brigdon, PE	By: Brad Zeimet	By: Alex Belanger | Chief Executive
Date: 01/16/2026	Date: 01/16/2026	Date: 1/22/26

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 2-1 **Hub Drain Repair**

DESCRIPTION OF CHANGE:
Contractor to provide all labor, materials, and equipment to repair the existing hub drain back ups at mulitple unit ventilators throughout Leavenworth Elementary School.

REASON FOR CHANGE:
During an observation it was discovered that mulitple new unit ventilators at Leavenworth Elementary School were leaking condensate water onto the classroom carpet. After investigation, it was discovered that the existing hub drains are backed up and causing water to spill over.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFI 041 and PCO 21

Amount of this Change Order Item:	**Increase $**	**2,642.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-2 **Electrical Changes**

DESCRIPTION OF CHANGE:
Contractor to provide all labor, materials, and equipment required to install new electrical infrastructure for the existing electrical panel LGA, new pumps, new unit ventilator, and existing fan coils located in Clasroom Buildings A, C, and D.

REASON FOR CHANGE:
The project documents did not inlcude the necessary electrical infrastructure for these new and existing units stated above.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFP 01 & PCO 5B

Amount of this Change Order Item:	**Increase $**	**8,640.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 2-3 **Unforeseen Utility Allowance Credit**

DESCRIPTION OF CHANGE:
Provide a credit for the remainder of the unused bid allowance for unknown/unforeseen utility encounters.

REASON FOR CHANGE:
All Contract Work is now completed, and the unused Allowance balance of $21,339.00 is being credited to the District.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
PCO 31

Amount of this Change Order Item:	**Decrease**	**$ 21,339.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE**	**$ 10,057.00**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: HVAC Improvement at Leavenworth

DSA #: 02-123256

BID #: 25-48

Date: 1/21/26

Contractor: New England Sheet Metal

Engineer: Net Positive Engineers

Change Order: 2

Contract Summary:

Bid Award Amount(s)

Base Bid:	$	1,327,000.00
Allowance	$	25,000.00
	$	-
	$	-
	$	-
Total Agreement Amount:	$	1,352,000.00

Contract Adjustments:

Total Contract Amount $ 1,352,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
Leavenworth Executed CO 1	$ (4,652.00)		$ -						$ -		$ (4,652.00)			
Leavenworth Final Change Order 2	$ (21,339.00)				$ 2,642.00		$ 8,640.00				$ (10,057.00)			
											$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ (25,991.00)**	-1.9%	**$ -**	0.0%	**$ 2,642.00**	0.2%	**$ 8,640.00**	0.6%	**$ -**	0.0%	**$ (14,709.00)**		**$ (14,709.00)**	-1.1%
Total Contract Amount with Adjustments													**$ 1,337,291.00**	

Allowance Used	**$3,661.00**
Allowance Remaining	

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name:	HVAC Improvement at Various Sites	**Date:**	1/13/26
		Contractor:	NESM
DSA #:	02-123251,02-123252, 02-123254,02-123255, 02-123256,02-123257, 02-123279,02-123280	**Engineer:**	Net Positive Consultants
BID #:	25-48	**Change Order:**	2

Contract Summary:

Bid Award Amount(s)		
Base Bid Easterby:	$	808,000.00
Base Bid Jackson	$	767,000.00
Base Bid Leavenworth	$	1,327,000.00
Base Bid Norseman:	$	1,532,000.00
Base Bid Robinson:	$	773,000.00
Base Bid Storey:	$	1,293,000.00
Base Bid Thomas:	$	1,140,000.00
Base Bid Wilson:	$	903,000.00
Total Allowance($25K per site):	$	200,000.00
Total Agreement Amount:	**$**	**8,743,000.00**

Contract Adjustments:

Base Bid HVAC Improvements at Easterby ES											**$**	**808,000.00**
Allowance											**$**	**25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District Designer**		**Total**
Easterby CO 001	$	1,356.00	$	-			$	16,240.00	$	-	$ 17,596.00	**$ 17,596.00**
Easterby CO 002	$	-	$	-			$	10,061.00	$	-	$ 10,061.00	**$ 10,061.00**
Easterby CO 003	$	(18,005.00)	$	-	$	-	$	-	$	-	$ (18,005.00)	**$ (18,005.00)**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
Total	$	(16,649.00)	$	-	$	-	$	26,301.00	$	-	$ 9,652.00	
Easterby Contract Amount with Adjustments												**$ 842,652.00**
Base Bid HVAC Improvements at Jackson ES											**$**	**767,000.00**
Allowance											**$**	**25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District Designer**		**Total**
Jackson CO 001	$	(20,660.00)	$	-	$	-			$	-	$ (20,660.00)	**$ (20,660.00)**
Final Jackson CO 002	$	(23,421.00)	$	-	$	-	$	-	$	-	$ (23,421.00)	**$ (23,421.00)**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
Total			$	-	$	-	$	-	$	-	$ (44,081.00)	
Jackson Contract Amount with Adjustments												**$ 747,919.00**
Base Bid HVAC Improvements at Leavenworth ES											**$**	**1,327,000.00**
Allowance											**$**	**25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District Designer**		**Total**
Leavenworth CO 001	$	(4,652.00)	$	-					$	-	$ (4,652.00)	**$ (4,652.00)**
Levenworth Final CO 002	$	(10,057.00)	$	-	$	-	$	-	$	-	$ (10,057.00)	**$ (10,057.00)**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
Total			$	-	$	-	$	-	$	-	$ (14,709.00)	
Leavenworth Contract Amount with Adjustments												**$ 1,337,291.00**
Base Bid HVAC Improvements at Norseman ES											**$**	**1,532,000.00**
Allowance											**$**	**25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District Designer**		**Total**
Norseman CO 001	$	-	$	-	$	-	$	21,707.00	$	-	$ 21,707.00	**$ 21,707.00**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
Total			$	-	$	-	$	21,707.00	$	-	$ 21,707.00	
Norseman Contract Amount with Adjustments												**$ 1,578,707.00**
Base Bid HVAC Improvements at Robinson ES											**$**	**773,000.00**
Allowance											**$**	**25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District Designer**		**Total**
Robinson CO 001	$	-	$	-	$	-			$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
Total			$	-	$	-	$	-	$	-	$ -	
Robinson Contract Amount with Adjustments												**$ 798,000.00**
Base Bid HVAC improvements at Storey ES											**$**	**1,293,000.00**
Allowance											**$**	**25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District Designer**		**Total**
Storey CO 001	$	(10,508.00)	$	-	$	-			$	-	$ (10,508.00)	**$ (10,508.00)**
Storey Final CO 002	$	(4,529.00)	$	-	$	-			$	-	$ (4,529.00)	**$ (4,529.00)**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
Total			$	-	$	-	$	-	$	-	$ (15,037.00)	
Storey Contract Amount with Adjustments												**$ 1,302,963.00**
Base Bid HVAC Improvements at Thomas ES											**$**	**1,140,000.00**
Allowance											**$**	**25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District Designer**		**Total**
Thomas CO 001	$	-	$	-	$	-	$	7,342.00	$	-	$ 7,342.00	**$ 7,342.00**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
Total			$	-	$	-	$	7,342.00	$	-	$ 7,342.00	
Thomas Contract Amount with Adjustments												**$ 1,172,342.00**
Base Bid HVAC Improvements at Wilson ES											**$**	**903,000.00**
Allowance											**$**	**25,000.00**
Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District Designer**		**Total**
Wilson CO 001	$	-	$	-	$	-			$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
	$	-	$	-	$	-			$	-	$ -	**$ -**
	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
Total			$	-	$	-	$	-	$	-	$ -	
Wilson Contract Amount with Adjustments												**$ 928,000.00**
Total New Contract Amount with Adjustments												**$ 8,707,874.00** -0.40%
Allowance Summary											**$**	**200,000.00**
		Used Unknown Unforseen Utility Encounters										
Easterby	$	-	$	-	$	6,995.00			$	-	$ 6,995.00	**$ 6,995.00**
Jackson	$	-	$	-	$	1,579.00	$	-	$	-	$ 1,579.00	**$ 1,579.00**
Leavenworth	$	-	$	-	$	3,661.00			$	-	$ 3,661.00	**$ 3,661.00**
Norseman	$	-	$	-	$	-	$	-	$	-	$ -	**$ -**
Robinson	$	-	$	-			$	-	$	-	$ -	**$ -**
Storey	$	-	$	-	$	3,224.00	$	-	$	-	$ 3,224.00	**$ 3,224.00**
Thomas	$	-	$	-			$	-	$	-	$ -	**$ -**
Wilson	$	-	$	-			$	-	$	-	$ -	
Remaining Allowance	$	-	$	-			$	-	$	-	$ -	**$184,541.00**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Storey Elementary School HVAC Replacement
5250 E. Church Ave.
Fresno, CA 93725

CHANGE ORDER No. : 002

DSA File No. : 10-48

Application No. : 02-123255

CONTRACTOR :
New England Sheet Metal & Mechanical Co.
2731 S. Cherry Ave.
Fresno, CA 93706

DESIGNER'S PROJECT No. : 1648

FUSD BID/CONTRACT No. : 25-48

CONTRACTOR P.O. No. : 25021942

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	1,318,000.00
Net change by previously authorized Change Orders	$	(10,508.00)
The Contract Sum prior to this Change Order was	$	1,307,492.00
The Contract Sum will be adjusted by	$	(4,529.00)
The new Contract Sum, including this Change Order will be	$	1,302,963.00
The Contract Completion date prior to this Change Order was		23-Jan-26
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		23-Jan-26

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	***Accepted by:***	***Authorized by:***
Net Positive Consulting	**New England Sheet Metal**	**Fresno Unified School District**
5 River Park Pl E, Ste. 303,	**2731 S. Cherry Ave.**	**4600 N. Brawley**
Fresno, CA 93720	**Fresno, CA 93706**	**Fresno, CA 93722**
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
Hannah Brigdon Digitally signed by Hannah Brigdon DN: C=US, E=hbrigdon@npceng.com, O=Net Positive Consulting Engineers, CN=Hannah Brigdon Date: 2026.01.16 07:23:08-08'00'	Bradley E. Zeimet Digitally signed by Bradley E. Zeimet DN: C=US, E=bzeimet@nesmg.com, O=Lyles Construction Group, OU=LCG, CN=Bradley E. Zeimet Date: 2026.01.16 09:01:04-08'00'	
By: Hannah Brigdon, PE	By: Brad Zeimet	By: Alex Belanger | Chief Executive
Date: 01/16/2026	Date: 01/16/2026	Date: 1/22/2026

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 2-1

Electrical Changes

DESCRIPTION OF CHANGE:

Contractor to provide all labor, material, and equipment required to install new electrical infrastructure for the existing electrical panel LGA, existing electrical panel LA, and four (4) existing fan coils in Classroom Buildings C, D, and E.

REASON FOR CHANGE:

The project documents did not include the necessary electrical infrastructure for the new and existing units stated above.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP & PCO 5d

Amount of this Change Order Item:	**Increase $**	**7,049.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-2

Lighting Controls

DESCRIPTION OF CHANGE:

Contractor to provide cost for all labor, material, and equipment required to remove the existing NDIO-16 control module and install new IO-R-16 control module and associated 15VDC power supply located in the Media Center Bldg C into new FX-90.

REASON FOR CHANGE:

During construction, it was discovered that an existing NDIO-16 control module is responsible for controlling the exterior lighting for the Media Center Bldg. However, this module is not compatible to be integrated into the new FX-90 EMS.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

OTP 019 & RFP 04

Amount of this Change Order Item:	**Increase $**	**1,090.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 2-3 **Split System in Workroom 41**

DESCRIPTION OF CHANGE:
Contractor to provide cost for all labor, material, and equipment required to remove existing Honeywell control, existing thermostat, existing wire, and any associated wall mounted conduit or wire mold; provide and install one (1) CGM09090 controller for one (1) existing split system including fan coil and one heat pump located at Admin Bldg E in Workroom 41 into new FX-90.

REASON FOR CHANGE:
During construction the split system stated above was discovered, and was not previously included to be integrated into the new FX-90 EMS.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 023 & RFP 03

Amount of this Change Order Item:	**Increase**	**$ 9,108.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-4 **Unforeseen Utility Allowance Credit**

DESCRIPTION OF CHANGE:
Provide a credit for the remainder of the unused bid allowance for unknown/ unforeseen utility encounters.

REASON FOR CHANGE:
All Contract Work is now completed, and the unused bid Allowance balance of $21,776.00 is being credited to the District.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
PCO 34

Amount of this Change Order Item:	**Decrease**	**$ 21,776.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE**	**$ 4,529.00**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: HVAC Improvement at Storey

DSA #: 02-123255

BID #: 25-48

Date: 1/21/26

Contractor: New England Sheet Metal

Engineer: Net Positive Engineers

Change Order: 2

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$	1,293,000.00
Allowance	$	25,000.00
	$	-
	$	-
	$	-
Total Agreement Amount:	$	1,318,000.00

Contract Adjustments:

Total Contract Amount													$	1,318,000.00	
Contract Adjustments:		District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
Storey Executed CO 1	$	(10,508.00)		$ -						$ -		$ (10,508.00)			
Storey Final Change Order 2	$	(4,529.00)										$ (4,529.00)			
												$ -			
	$	-		$ -		$ -		$ -		$ -		$ -			
	$	-		$ -		$ -		$ -		$ -		$ -			
	$	-		$ -		$ -		$ -		$ -		$ -			
	$	-		$ -		$ -		$ -		$ -		$ -			
	$	-		$ -		$ -		$ -		$ -		$ -			
Totals:	$	**(15,037.00)**	-1.1%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ **(15,037.00)**	$	**(15,037.00)**	-1.1%
Total Contract Amount with Adjustments													$	**1,302,963.00**	

Allowance Used	**$3,224.00**
Allowance Remaining	

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: HVAC Improvement at Various Sites

Date: 1/13/26

Contractor: NESM

DSA #: 02-123251,02-123252, 02-123254,02-123255, 02-123256,02-123257, 02-123279,02-123280

Engineer: Net Positive Consultants

BID #: 25-48

Change Order: 2

Contract Summary:

Bid Award Amount(s)		
Base Bid Easterby:	$	808,000.00
Base Bid Jackson	$	767,000.00
Base Bid Leavenworth	$	1,327,000.00
Base Bid Norseman:	$	1,532,000.00
Base Bid Robinson:	$	773,000.00
Base Bid Storey:	$	1,293,000.00
Base Bid Thomas:	$	1,140,000.00
Base Bid Wilson:	$	903,000.00
Total Allowance($25K per site):	$	200,000.00
Total Agreement Amount:	**$**	**8,743,000.00**

Contract Adjustments:

		District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District Designer	Total		
Base Bid HVAC Improvements at Easterby ES								**$**	**808,000.00**
Allowance								**$**	**25,000.00**
Contract Adjustments:									
Easterby CO 001	$	1,356.00	$ -		$ 16,240.00	$ -	$ 17,596.00	**$**	**17,596.00**
Easterby CO 002	$	-	$ -		$ 10,061.00	$ -	$ 10,061.00	**$**	**10,061.00**
Easterby CO 003	$	(18,005.00)	$ -	$ -	$ -	$ -	$ (18,005.00)	**$**	**(18,005.00)**
	$	-	$ -	$ -	$ -	$ -	$ -	**$**	**-**
Total	$	(16,649.00)	$ -	$ -	$ 26,301.00	$ -	$ 9,652.00		
Easterby Contract Amount with Adjustments								**$**	**842,652.00**
Base Bid HVAC Improvements at Jackson ES								**$**	**767,000.00**
Allowance								**$**	**25,000.00**
Contract Adjustments:									
Jackson CO 001	$	(20,660.00)	$ -	$ -		$ -	$ (20,660.00)	**$**	**(20,660.00)**
Final Jackson CO 002	$	(23,421.00)	$ -	$ -	$ -	$ -	$ (23,421.00)	**$**	**(23,421.00)**
	$	-	$ -	$ -	$ -	$ -	$ -	**$**	**-**
	$	-	$ -	$ -	$ -	$ -	$ -	**$**	**-**
Total			$ -	$ -	$ -	$ -	$ (44,081.00)		
Jackson Contract Amount with Adjustments								**$**	**747,919.00**
Base Bid HVAC Improvements at Leavenworth ES								**$**	**1,327,000.00**
Allowance								**$**	**25,000.00**
Contract Adjustments:									
Leavenworth CO 001	$	(4,652.00)	$ -			$ -	$ (4,652.00)	**$**	**(4,652.00)**
Levenworth Final CO 002	$	(10,057.00)	$ -	$ -	$ -	$ -	$ (10,057.00)	**$**	**(10,057.00)**
	$	-	$ -	$ -	$ -	$ -	$ -	**$**	**-**
	$	-	$ -	$ -	$ -	$ -	$ -	**$**	**-**
Total			$ -	$ -	$ -	$ -	$ (14,709.00)		
Leavenworth Contract Amount with Adjustments								**$**	**1,337,291.00**
Base Bid HVAC Improvements at Norseman ES								**$**	**1,532,000.00**
Allowance								**$**	**25,000.00**
Contract Adjustments:									
Norseman CO 001	$	-	$ -	$ -	$ 21,707.00	$ -	$ 21,707.00	**$**	**21,707.00**
	$	-	$ -	$ -	$ -	$ -	$ -	**$**	**-**
	$	-	$ -	$ -	$ -	$ -	$ -	**$**	**-**
	$	-	$ -	$ -	$ -	$ -	$ -	**$**	**-**
Total			$ -	$ -	$ 21,707.00	$ -	$ 21,707.00		
Norseman Contract Amount with Adjustments								**$**	**1,578,707.00**
Base Bid HVAC Improvements at Robinson ES								**$**	**773,000.00**
Allowance								**$**	**25,000.00**
Contract Adjustments:									
Robinson CO 001	$	-	$ -	$ -		$ -	$ -	**$**	**-**
	$	-	$ -	$ -	$ -	$ -	$ -	**$**	**-**
	$	-	$ -	$ -	$ -	$ -	$ -	**$**	**-**
	$	-	$ -	$ -	$ -	$ -	$ -	**$**	**-**
Total			$ -	$ -	$ -	$ -	$ -		
Robinson Contract Amount with Adjustments								**$**	**798,000.00**
Base Bid HVAC improvements at Storey ES								**$**	**1,293,000.00**
Allowance								**$**	**25,000.00**
Contract Adjustments:									
Storey CO 001	$	(10,508.00)	$ -	$ -		$ -	$ (10,508.00)	**$**	**(10,508.00)**
Storey Final CO 002	$	(4,529.00)	$ -	$ -		$ -	$ (4,529.00)	**$**	**(4,529.00)**
	$	-	$ -	$ -	$ -	$ -	$ -	**$**	**-**
	$	-	$ -	$ -	$ -	$ -	$ -	**$**	**-**
Total			$ -	$ -	$ -	$ -	$ (15,037.00)		
Storey Contract Amount with Adjustments								**$**	**1,302,963.00**
Base Bid HVAC Improvements at Thomas ES								**$**	**1,140,000.00**
Allowance								**$**	**25,000.00**
Contract Adjustments:									
Thomas CO 001	$	-	$ -	$ -	$ 7,342.00	$ -	$ 7,342.00	**$**	**7,342.00**
	$	-	$ -	$ -	$ -	$ -	$ -	**$**	**-**
	$	-	$ -	$ -	$ -	$ -	$ -	**$**	**-**
	$	-	$ -	$ -	$ -	$ -	$ -	**$**	**-**
Total			$ -	$ -	$ 7,342.00	$ -	$ 7,342.00		
Thomas Contract Amount with Adjustments								**$**	**1,172,342.00**
Base Bid HVAC Improvements at Wilson ES								**$**	**903,000.00**
Allowance								**$**	**25,000.00**
Contract Adjustments:									
Wilson CO 001	$	-	$ -	$ -		$ -	$ -	**$**	**-**
	$	-	$ -	$ -	$ -	$ -	$ -	**$**	**-**
	$	-	$ -	$ -		$ -	$ -	**$**	**-**
	$	-	$ -	$ -	$ -	$ -	$ -	**$**	**-**
Total			$ -	$ -	$ -	$ -	$ -		
Wilson Contract Amount with Adjustments								**$**	**928,000.00**
Total New Contract Amount with Adjustments								**$**	**8,707,874.00** -0.40%
Allowance Summary								**$**	**200,000.00**
				Used Unknown Unforseen Utility Encounters					
Easterby	$	-	$ -	$ 6,995.00		$ -	$ 6,995.00	**$**	**6,995.00**
Jackson	$	-	$ -	$ 1,579.00	$ -	$ -	$ 1,579.00	**$**	**1,579.00**
Leavenworth	$	-	$ -	$ 3,661.00		$ -	$ 3,661.00	**$**	**3,661.00**
Norseman	$	-	$ -	$ -	$ -	$ -	$ -	**$**	**-**
Robinson	$	-	$ -		$ -	$ -	$ -	**$**	**-**
Storey	$	-	$ -	$ 3,224.00	$ -	$ -	$ 3,224.00	**$**	**3,224.00**
Thomas	$	-	$ -		$ -	$ -	$ -	**$**	**-**
Wilson	$	-	$ -		$ -	$ -	$ -		
Remaining Allowance	$	-	$ -		$ -	$ -	$ -		**$184,541.00**

Fresno Unified School District
Preparing Career Ready Graduates

Change Order

PROJECT NAME:
FUSD Tioga Middle School Administration Office & Site

CHANGE ORDER No. : 03

DSA File No, : 10-48

Application No.: 02-122865

CONTRACTOR:
GC Builders
3366 W. Sussex Wy.
Fresno CA 93722-

DESIGNER'SPROJECT NO. : 2378

FUSD BID/CONTRACT NO. 25-50

CONTRACTOR P.O. NO. : 25021765

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$1,221,700.00
Net change by previously authorized Change Orders	$16,354.10
The Contract Sum prior to this Change Order was	$1,238,054.10
The Contract Sum will be adjusted by	($11,765.24)
The new Contract Sum including this Change Order will be	$1,226,288.86
The Contract Completion date prior to this Change Order was	10/14/2025
The Contract Time will be adjusted by	(63) Calendar Days
The new Contract Completion date, including this Change Order is therefore	12/16/2025

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any,set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:	*Accepted by:*	*Authorized by:*
Darden Architects 6790 N. West Ave Fresno,California 93711	GC Builders 3366 W. Sussex Wy. Fresno CA 93722-	Fresno Unified School District 2309 Tulare Street Fresno CA 93721-
DESIGNER:	*CONTRACTOR:*	*OWNER:*
By: Antonio Avila	By: Gerardo Campos	By: Alex Belanger, Assoc. Sup.
Date: 12/19/2025	Date: 12-22-25	Date: 12/30/2025

Fresno Unified School District
Preparing Career Ready Graduates

Change Order

FUSD Tioga Middle School Administration Office & Site Upgrades ESSER
CHANGE ORDER NO.: 03
DATE 12/11/2025
Project No.: 2378

You are directed to make the following changes in this Contract:

Item 03 - 1

DESCRIPTION OF CHANGE:
Tie the existing portable condensate and downspout into the existing storm drainage system.

The cost of $8,511.08 will be taken out of the bid allowance for unforeseen underground.

REASON FOR CHANGE:
To avoid potential flooding in the bike rack area, the existing condensate and 4" downspout were extended to a
new storm drain inlet and tied into the existing storm drainage system.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
OTP 013 RFP 008

Amount of this Change Order Item:	UNCHANGED	$0.00
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 03 - 2

DESCRIPTION OF CHANGE:
Additional asphalt pavement was demoed and replaced at the West parking lot exit.

REASON FOR CHANGE:
Due to existing asphalt conditions (asphalt crumbling), additional asphalt pavement was removed and replaced to ensure a smooth transition at the West parking lot exit.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COR 011R RFI 031

Amount of this Change Order Item:	INCREASE	$5,072.26
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 03 - 3

DESCRIPTION OF CHANGE:
The existing flagpole will be painted at the base.

REASON FOR CHANGE:
The existing flagpole base is chipping and has exposed rust spots. The pole will be painted with gray cold galvanizing spray.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
OTP 014 RFP 005

Amount of this Change Order Item:	INCREASE	$267.96
Time adjustment by this Change Order Item:	UNCHANGED	0

You are directed to make the following changes in this Contract:

Item 03 - 4

DESCRIPTION OF CHANGE:
Furnish and install (2) skateboard racks at the student bike enclosure.

REASON FOR CHANGE:
The site requested skateboard racks. Two will be installed at the student bike enclosure.

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
OTP 015 RFP 003

Amount of this Change Order Item:	INCREASE	$6,678.03
Time adjustment by this Change Order Item:	INCREASE	2

Item 03 - 5

DESCRIPTION OF CHANGE:
Provide credit for unused unforeseen underground bid allowance.

REASON FOR CHANGE:
The remaining bid allowance for unforeseen underground will be credited to the owner.

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	DECREASE	($29,329.15)
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 03 - 6

DESCRIPTION OF CHANGE:
Add fifty (50) calendar days to the contract duration. FUSD and contractor each acknowledge and agree that
the contract remains in full force and effect and nothing in this change order shall constitute a waiver by FUSD of
any or all rights it has under the contractor or applicable law. No compensation is due to contractor for additional
days identified in this change order.

REASON FOR CHANGE:
Contract time extension to accommodate minor project close-out activities and address City of Fresno concerns regarding the speed bumps along East Fairmont Avenue.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COR 016

Amount of this Change Order Item:	UNCHANGED	$0.00
Time adjustment by this Change Order Item:	INCREASE	50

You are directed to make the following changes in this Contract:

Item 03 - 7

DESCRIPTION OF CHANGE:
Existing "SLOW SCHOOL XING" Striping along Fairmont Avenue will be grinded and re-striped 50' from the new speed bump location.

REASON FOR CHANGE:
The contract drawings did not show the existing striping which conflicts with the new speed bump locations.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 018 COR 020

Amount of this Change Order Item:	INCREASE	$5,545.66
Time adjustment by this Change Order Item:	INCREASE	11

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE**	**($11,765.24)**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**63 Days**

****** End of CHANGE ORDER ****** ***03***

Change Order Item Detail

Fresno Unified School District
Achieving our Greatest Potential!

Project Financial Summary

Facilities Management & Planning

Project Name:	Tioga M.S. - Single Point of Entry and Parking Improvements	**Date:**	15-Dec-25
DSA #:	02-122865	**Contractor:**	GC Builders
		Architect:	Darden Architects
BID #:	25-50	**Change Order:**	003

Contract Summary:

Bid Award Amount(s)			
Base Bid:	Single Point of Entry and Parking Improvements	$ 984,200.00	
	Add Alt 001 - Ornamental Iron Fence at School Frontage	$ 162,500.00	
	Allowance	$ 75,000.00	
Total Agreement Amount:			**$ 1,221,700.00**

Contract Adjustments:

Total Contract Amount															$ 1,221,700.00	
Contract Adjustments:	**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District/Designer**		**Total**					
CO #001	$ -		$ -		$ -		$ -		$ -		$ -					
CO #002	$ 7,394.67		$ -		$ -		$ 8,959.43		$ -		$ 16,354.10					
CO #003	$ (22,651.12)		$ -		$ 5,340.22		$ 5,545.66		$ -		$ (11,765.24)					
															$ 16,354.10	
Totals:	$ (15,256.45)	-1.2%	$ -	0.0%	$ **5,340.22**	0.4%	$ **14,505.09**	1.2%	$ -	0.0%	$ 16,354.10				**$ 4,588.86**	0.4%
Total Contract Amount with Adjustments															**$ 1,226,288.86**	

Allowance:

Allowance Amounts:			$ 75,000.00
Allowance Adjustments:	Unknown, Unforeseen, Hidden		Total
CO #001	$ 2,920.01		$ 2,920.01
CO #002	$ 34,239.76		$ 34,239.76
CO #003	$ 8,511.08		$ 8,511.08
Totals:	$ 45,670.85	60.89%	$
Total Remaining Allowance Amount with Adjustment			$ 29,329.15

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Dailey Elementary School
Fencing & ADA Improvements

CHANGE ORDER No. : 001

DSA File No.: 10-48

Application No.: 02-122636

CONTRACTOR :

All Commercial Fence, Inc.
121 F. St.
Waterford, CA 95386

DESIGNER'S PROJECT No.: 2022-45.04

FUSD BID/CONTRACT No.: 25-58A

CONTRACTOR P.O. No.: 25021978

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	186,455.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	186,455.00
The Contract Sum will be adjusted by	$	18,196.80
The new Contract Sum, including this Change Order will be	$	204,651.80
The Contract Completion date prior to this Change Order was		31-Jul-2025
The Contract Time will be adjusted by		(15) Calendar Days
The new Contract Completion date, including this Change Order is therefore		15-Aug-2025

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	*Accepted by:*	*Authorized by:*
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
Paul Halajian Architects	***All Commercial Fence***	***Fresno Unified School District***
Kari Trenhaile		
By: Kari Trenhaile	By: Jim Stamper	By: Alex Belanger, Chief Executive
Date: 12/18/25	Date: 12/17/25	Date: 12/22/2025

Change Order Summary

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1 **DESCRIPTION OF CHANGE:**

Revise ornamental iron layout at front office walkway.

REASON FOR CHANGE:

Use of Verkada access control system for entry gate allowed the elimination of multiple gates and lengths of ornamental iron leading to the main office entry door.

CHANGE CATEGORY:

District Requested

DOCUMENT REFERENCE:

All Commercial Fence, Change Order Proposal dated June 9, 2025

Amount of this Change Order Item:	Decrease: ($13,600.76)
Time adjustment by this Change Order Item:	Increase: (0) Calendar Days

Item 1-2 **DESCRIPTION OF CHANGE:**

Utilize existing fence posts for new ornamental iron.

REASON FOR CHANGE:

Using existing fence posts eliminated the need for demolition of existing posts, footings, and concrete mowstrip.

CHANGE CATEGORY:

District Requested

DOCUMENT REFERENCE:

All Commercial Fence, Change Order Proposal dated June 9, 2025

Amount of this Change Order Item:	Decrease: ($4,675.51)
Time adjustment by this Change Order Item:	Increase: (0) Calendar Days

Item 1-3 **DESCRIPTION OF CHANGE:**

Remove additional concrete adjacent to front office walkway and where asphalt meets concrete at garbage enclosure.

REASON FOR CHANGE:

Existing concrete failure, increase width of path of travel for students and staff, and replacing concrete after underground wiring for Verkada access control system put in place.

CHANGE CATEGORY:

District Requested

DOCUMENT REFERENCE:

Change Order Proposal dated December 17, 2025

Amount of this Change Order Item:	Increase: $36,473.07
Time adjustment by this Change Order Item:	Increase: (15) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE: $18,196.80
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE (15) CALENDAR DAYS

*** End of CHANGE ORDER ***

Change Order Item Detail

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name: *Dailey Charter Academy Fencing & ADA Improvements*
DSA #: 02-122636
BID #: 25-58 A

Date: 12/17/25
Contractor: All Commercial Fence, Inc.
Architect: Paul Halajian Architects
Change Order: 001

Contract Summary:

Bid Award Amount(s)

Base Bid(Section A):	$	130,595.00
Add/Alt #1	$	55,860.00
Total Agreement Amount:	**$**	**186,455.00**

Contract Adjustments:

Total Contract Amount $ 186,455.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ (18,276.27)		$ -		$ 36,473.07				$ -		$ 18,196.80			
CO #002			$ -		$ -		$ -		$ -		$ -			
CO #003	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ (18,276.27)**	-10%	**$ -**	0%	**$ 36,473.07**	20%	**$ -**	0%	**$ -**	0%	**$ 18,196.80**	**$ 18,196.80**	9.8%	

Total Contract Amount with Adjustments **$ 204,651.80**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Winchell Elementary School
Fencing & ADA Improvements

CHANGE ORDER No. : **001**

DSA File No.: 10-48

Application No.: 02-122654

CONTRACTOR :

All Commercial Fence, Inc.
121 F. St.
Waterford, CA 95386

DESIGNER'S PROJECT No.: 2022-45.14

FUSD BID/CONTRACT No.: 25-58C

CONTRACTOR P.O. No.: 25021978

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	180,960.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	180,960.00
The Contract Sum will be adjusted by	$	17,655.11
The new Contract Sum, including this Change Order will be	$	198,615.11
The Contract Completion date prior to this Change Order was		31-Jul-2025
The Contract Time will be adjusted by		(15) Calendar Days
The new Contract Completion date, including this Change Order is therefore		15-Aug-2025

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	***Accepted by:***	***Authorized by:***
ARCHITECT/ENGINEER: ***Paul Halajian Architects***	***CONTRACTOR:*** ***All Commercial Fence***	***OWNER:*** ***Fresno Unified School District***
By: Kari Trenhaile	By: Jim Stamper	By: Alex Belanger, Chief Executive
Date: 12/18/25	Date: 12/17/25	Date: 12/22/25

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1 **DESCRIPTION OF CHANGE:**

Remove existing ADA parking stalls including asphalt and section of dirt. Import and compact new base rock, pour new slab with reinforcement and parking stall striping.

REASON FOR CHANGE:

Portions of existing stalls were found to have cross slopes exceeding ADA requirements.

CHANGE CATEGORY:

Governing Agency Required Post-bid

DOCUMENT REFERENCE:

All Commercial Fence, Change Order #1 dated July 9, 2025

Amount of this Change Order Item:	Increase: $17,655.11
Time adjustment by this Change Order Item:	Increase: (15) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE: $17,655.11
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE (15) CALENDAR DAYS

*** End of CHANGE ORDER ***

Change Order Item Detail

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name: *Winchell Elementary School Fencing Improvements*
DSA #: 02-122654
BID #: 25-58C

Date: 12/17/25
Contractor: All Commercial Fence
Architect: Paul Halajian Architects
Change Order: 001

Contract Summary:

Bid Award Amount(s)

Base Bid:	$	159,595.00
Add/Alt #1	$	21,365.00
Total Agreement Amount:	**$**	**180,960.00**

Contract Adjustments:

Total Contract Amount $ 180,960.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ -		$ 17,655.11		$ -				$ -		$ 17,655.11			
CO #002			$ -		$ -		$ -		$ -		$ -			
CO #003	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ -**	0%	**$ 17,655.11**	9.8%	**$ -**	0%	**$ -**	0%	**$ -**	0%	**$ 17,655.11**	**$**	**17,655.11**	9.8%

Total Contract Amount with Adjustments **$ 198,615.11**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Aynesworth HVAC Replacement
4765 E Burns Ave
Fresno, CA 93725

CHANGE ORDER No. : 001

DSA File No. : 10-48

Application No. : 02-122182

CONTRACTOR :
New England Sheet Metal and Mechanical Co.
P.O. Box 27409
Fresno, CA 93729

DESIGNER'S PROJECT No. : 22075

FUSD BID/CONTRACT No. : 25-60

CONTRACTOR P.O. No. : 25021894

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$ 1,054,000.00
Net change by previously authorized Change Orders	$ -
The Contract Sum prior to this Change Order was	$ 1,054,000.00
The Contract Sum will be adjusted by	**$ 22,445.00**
The new Contract Sum, including this Change Order will be	$ 1,076,445.00
The Contract Completion date prior to this Change Order was	26-Sep-25
The Contract Time will be adjusted by	(5)Calendar Days
The new Contract Completion date, including this Change Order is therefore	1-Oct-25

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:	***Accepted by:***	***Authorized by:***
Lawrence Engineering Group 4910 E Clinton Way #101 Fresno, CA 93727	NESM P.O. Box 27409 Fresno, CA 93729	**Fresno Unified School District** 4600 N. Brawley Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Michael D. Cantelmi	By: Bradley E. Zeimet	By:
Date: 1/7/2026	Date: 1/7/2026	Date: 1/12/2026

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:
Control valves added for chiller yard.

REASON FOR CHANGE:
2-position control valves as required for change over between heating and cooling.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
PCO-05a

Amount of this Change Order Item:	**Increase**	**$**	**10,656.00**
Time adjustment by this Change Order Item:	**Increase**		2 Day

Item 1-2

DESCRIPTION OF CHANGE:
Install five (5) UV immersion sensors.

REASON FOR CHANGE:
UV immersion sensors as required by FUSD for control changeover. This will tell the UV's what mode the central plant is in.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
PCO-07a

Amount of this Change Order Item:	**Increase**	**$**	**5,534.00**
Time adjustment by this Change Order Item:	**Increase**		3 Days

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-3

DESCRIPTION OF CHANGE:
Installation of 10" exhaust fan, releif grille and electrical transformer inside VFD Cabinet.

REASON FOR CHANGE:
The east chiller yard has a VFD cabinet exposed to weather. Ventilation for the cabinet is required to maintain acceptable operating temperature for the VFD.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
PCO-010

Amount of this Change Order Item:	**Increase $**	**2,233.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-4

DESCRIPTION OF CHANGE:
Rotate new chiller 180 degrees.

REASON FOR CHANGE:
An existing electrical box was blocking the electrical compartments for the new chiller and the access doors could not open all the way.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
PCO-013

Amount of this Change Order Item:	**Increase $**	**2,851.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-5

DESCRIPTION OF CHANGE:
Remove and replace PRV at chiller yard.

REASON FOR CHANGE:
The existing PRV was faulty and was allowing the pressure in the loop to climb above normal working pressure.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
PCO-015

Amount of this Change Order Item:	**Increase**	**$ 1,171.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 22,445.00**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**5 DAYS**

Fresno Unified School District

Maintenance Services

Project Financial Summary

Project Name:	**Aynesworth ES UV EMS Central Plant**	**Date:**	1/8/2026
		Contractor:	**New England Sheet Metal**
DSA #:	02-122182	**Architect:**	**Lawrence Engineering Group**
BID #:	25-60	**Change Order:**	**001**

Contract Summary:

Bid Award Amount(s)

	Base Bid: Aynesworth	$ 1,019,000.00
	Base Bid: Calwa	$ 1,679,000.00
	Allowance	$ 70,000.00
	Additive Alternate 1:	$ -
Bid Alternate___:	Additive Alternate 2:	$ -
	Total Agreement Amount:	**$ 2,768,000.00**

Contract Adjustments:

Total Contract Amount $ 2,768,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
Calwa CO #001	$ 15,681.00		$ -		$ 61,258.00		$ 16,472.00		$ -		$ 93,411.00	$ 93,411.00	
Aynesworth CO #001	$ 5,534.00		$ -		$ 4,022.00		$ 12,889.00		$ -		$ 22,445.00	$ 22,445.00	
	$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	$ -		$ -		$ -		$ -		$ -		$ -	$ -	
Totals:	**$ 21,215.00**	0.0077	**$ -**	0%	**$ 65,280.00**	2%	**$ 29,361.00**	1%	**$ -**	0%	**$ 115,856.00**	**$ 115,856.00**	4%
Total Contract Amount with Adjustments												**$ 2,883,856.00**	

Contract Adjustments:

Total Allowance Amount $ 70,000.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
CO #001	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	
Totals:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total Allowance Remaining							**$ 70,000.00**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Calwa HVAC Replacement
4303 E Jensen Ave
Fresno, CA 93725

CHANGE ORDER No. : 001

DSA File No. : 10-48

Application No. : 02-122181

CONTRACTOR :
New England Sheet Metal and Mechanical Co.
P.O. Box 27409
Fresno, CA 93729

DESIGNER'S PROJECT No. : 22075

FUSD BID/CONTRACT No. : 25-60

CONTRACTOR P.O. No. : 25021895

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$ 1,714,000.00
Net change by previously authorized Change Orders	$ -
The Contract Sum prior to this Change Order was	$ 1,714,000.00
The Contract Sum will be adjusted by	**$ 93,411.00**
The new Contract Sum, including this Change Order will be	$ 1,807,411.00
The Contract Completion date prior to this Change Order was	26-Sep-25
The Contract Time will be adjusted by	(12)Calendar Days
The new Contract Completion date, including this Change Order is therefore	8-Oct-25

NOTE: *Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.*

Recommended by:

Lawrence Engineering Group
4910 E Clinton Way #101
Fresno, CA 93727

ARCHITECT/ENGINEER:

By: Michael D. Cantelmi

Date: 1/7/2026

Accepted by:

NESM
P.O. Box 27409
Fresno, CA 93729

CONTRACTOR:

By: Bradley E. Zeimet

Date: 1/7/2026

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By:

Date: 1/12/2026

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract.

Item 1-1

DESCRIPTION OF CHANGE:
Salvage and transport Calwa East Chiller.

REASON FOR CHANGE:
The existing chiller was transported to another campus for use at a later date.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
PCO-01

Amount of this Change Order Item:	**Increase**	**$**	**4,142.00**
Time adjustment by this Change Order Item:	**Increase**		2 Day

Item 1-2

DESCRIPTION OF CHANGE:
One fence post added to the new West Chiller Yard fence.

REASON FOR CHANGE:
The post was added to avoid interference with an existing storm drain.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
PCO-02

Amount of this Change Order Item:	**Increase**	**$**	**1,172.00**
Time adjustment by this Change Order Item:	**Increase**		2 Days

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract.

Item 1-3

DESCRIPTION OF CHANGE:
Sawcut and remove 12" wide strip of concrete sidewalk at seven (7) UVs for Building H, installing new PVC condensate drains, installing rebar dowels and pouring new concrete.

REASON FOR CHANGE:
The existing condensate drains and drywells were discovered to be abondoned and unusable.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
PCO-03

Amount of this Change Order Item:	**Increase**	**$**	**24,768.00**
Time adjustment by this Change Order Item:	**Increase**		3 Day

Item 1-4

DESCRIPTION OF CHANGE:
Extend the houskeeping pad in the boiler basement.

REASON FOR CHANGE:
The houskeeping pad was extended so that the boiler could be placed on the houskeeping pad and allow for new piping to be installed without interference.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
PCO-04

Amount of this Change Order Item:	**Increase**	**$**	**5,307.00**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract.

Item 1-5

DESCRIPTION OF CHANGE:
Control valves added for West Chiller Yard and for boiler in Mech-1.

REASON FOR CHANGE:
2-position control valves are required for change over between heating and cooling.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
PCO-05b

Amount of this Change Order Item:	**Increase**	**$**	**6,665.00**
Time adjustment by this Change Order Item:	**Increase**		2 Day

Item 1-6

DESCRIPTION OF CHANGE:
Install new electrical conduit and wire to seven (7) Uvs for Building H.

REASON FOR CHANGE:
The existing UVs were fed underground and the stub locations did not line up with the structural elements of the new UVs as well. In additon, the existing wiring was not code compliant for Multiwire Branch Circuits.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
PCO-06

Amount of this Change Order Item:	**Increase**	**$**	**19,560.00**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract.

Item 1-7

DESCRIPTION OF CHANGE:
Install four (4) UV immersion sensors.

REASON FOR CHANGE:
UV immersion sensors as required by FUSD for control changeover. This will help tell the UV's what mode the central plant is in.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
PCO-07b

Amount of this Change Order Item:	**Increase $**	**4,221.00**
Time adjustment by this Change Order Item:	**Increase**	3 Days

Item 1-8

DESCRIPTION OF CHANGE:
Sawcut and remove a 12" wide strip of concrete sidewalk at two (2) UVs, K1A and K1B, remove corroded pipes and install new PVC condensate drains, install rebar dowells and pour new concrete.

REASON FOR CHANGE:
The existing condensate lines for UVs in K1A and K1B were discovered to be correded.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
PCO-08

Amount of this Change Order Item:	**Increase $**	**5,390.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract.

Item 1-9

DESCRIPTION OF CHANGE:
Replace existing 100A breaker that feeds Panel M2 with a 200A breaker.

REASON FOR CHANGE:
The new Chiller WC-1 and Panel M2 require a 200A power supply. The existing 2" underground conduit that was intercepted was fed by a 100A breaker.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
PCO-09

Amount of this Change Order Item:	**Increase**	**$**	**2,521.00**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-10

DESCRIPTION OF CHANGE:
Installation of 10" exhaust fan, relief grille and electrical transformer inside VFD Cabinet.

REASON FOR CHANGE:
The west chiller yard has a VFD cabinet exposed to weather. Ventilation for the cabinet is required to maintain acceptable operating temperature for the VFD.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
PCO-011

Amount of this Change Order Item:	**Increase**	**$**	**1,979.00**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract.

Item 1-11

DESCRIPTION OF CHANGE:
Test seven (7) condensate drains at Bldg H.

REASON FOR CHANGE:
As-built plans indicate that the existing UVs at Building H have condesnate drains that go to existing drywells. This test was to determine whether or not the existing condensate drains could be used for the new UVs.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
PCO-012

Amount of this Change Order Item:	**Increase**	**$**	**2,382.00**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-12

DESCRIPTION OF CHANGE:
Remove and repair insulation at pumps.

REASON FOR CHANGE:
Insulation was requested to be removed from the pumps to allow for maintenenace and testing to be done on the pumps.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
PCO-016R1

Amount of this Change Order Item:	**Increase**	**$**	**5,180.00**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-13

DESCRIPTION OF CHANGE:
Run new conduit from existing 2" raceway in the boiler room and continue to run surface mounted 1-1/4" conduit under building corriidors to the chiller yard.

REASON FOR CHANGE:
The existing raceway that housed the old control wires from the basement to the chiller yard, could not be reused as wires seized in place.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
PCO-017

Amount of this Change Order Item:	**Increase**	**$**	**7,986.00**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 1-14

DESCRIPTION OF CHANGE:
Installation of a new 3/4" water meter and bypass in the west boiler room.

REASON FOR CHANGE:
Meter was added to track make-up water usage as requested by FUSD. An underground water leak is suspected.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
PCO-018

Amount of this Change Order Item:	**Increase**	**$**	**2,138.00**
Time adjustment by this Change Order Item:	**Increase**		0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$**	**93,411.00**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**		**12 DAYS**

Fresno Unified School District

Project Financial Summary

Maintenance Services

Project Name:	**Calwa ES UV EMS Central Plant**	**Date:**	1/8/2026
		Contractor:	**New England Sheet Metal**
DSA #:	02-122181	**Architect:**	**Lawrence Engineering Group**
BID #:	25-60	**Change Order:**	**001**

Contract Summary:

Bid Award Amount(s)

	Base Bid: Aynesworth	$ 1,019,000.00
	Base Bid: Calwa	$ 1,679,000.00
	Allowance	$ 70,000.00
	Additive Alternate 1:	$ -
Bid Alternate___:	Additive Alternate 2:	$ -
	Total Agreement Amount:	**$ 2,768,000.00**

Contract Adjustments:

Total Contract Amount $ 2,768,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
Calwa CO #001	$ 15,681.00		$ -		$ 61,258.00		$ 16,472.00		$ -		$ 93,411.00	$ 93,411.00	
Aynesworth CO #001	$ 5,534.00		$ -		$ 4,022.00		$ 12,889.00		$ -		$ 22,445.00	$ 22,445.00	
	$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	$ -		$ -		$ -		$ -		$ -		$ -	$ -	
	$ -		$ -		$ -		$ -		$ -		$ -	$ -	
Totals:	**$ 21,215.00**	0.0077	**$ -**	0%	**$ 65,280.00**	2%	**$ 29,361.00**	1%	**$ -**	0%	**$ 115,856.00**	**$ 115,856.00**	4%

Total Contract Amount with Adjustments **$ 2,883,856.00**

Contract Adjustments:

Total Allowance Amount $ 70,000.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
CO #001	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	
Totals:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Total Allowance Remaining **$ 70,000.00**

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 25, 2026

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify the Filing of Notices of Completion

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

Bid 24-18, Farber Educational Campus South Building A Modernization

For Information Only

Original contract amount:	$	7,428,160
Change Order(s) previously ratified:	$	705,156
Contract amount:	$	8,133,316

Bid 25-15 Sections A and B, Intrusion Security Upgrades Phase 3

For Information Only

Original contract amount:	$	1,675,835
Change Order(s) previously ratified:	$	16,280
Contract amount:	$	1,692,115

Bid 25-32, Rowell Elementary School Playground Replacements

For Information Only

Original contract amount:	$	686,808
Change Order(s) previously ratified:	$	- 16,471
Contract amount:	$	670,337

Bid 25-37, Gibson and Mayfair Elementary Schools Heating, Ventilation, Air Conditioning and Energy Management System Replacements

For Information Only

Original contract amount:	$	2,305,000
Change Order(s) previously ratified:	$	17,714
Contract amount:	$	2,322,714

Bid 25-46, Sunnyside High School CTE Building Improvements

For Information Only

Original contract amount:	$	388,900
Change Order(s) previously ratified:	$	18,589
Contract amount:	$	407,489

Bid 25-50, Tioga Middle School Single Point of Entry and Parking Improvements

For Information Only

Original contract amount:	$ 1,221,700
Change Order(s) previously ratified:	$ 4,589
Contract amount:	$ 1,226,289

Bid 25-58 Section A, Fencing and the Americans with Disabilities Act (ADA) Improvements at Dailey Elementary School

For Information Only

Original contract amount:	$ 186,455
Change Order(s) previously ratified:	$ 18,197
Contract amount:	$ 204,652

Bid 25-58 Section C, Fencing and the Americans with Disabilities Act (ADA) Improvements at Winchell Elementary School

For Information Only

Original contract amount:	$ 180,960
Change Order(s) previously ratified:	$ 17,655
Contract amount:	$ 198,615

FINANCIAL SUMMARY: Retention funds are released in accordance with contract terms and California statutes.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

NO FEE REQUIRED
No Fee for recording in accordance with California Government Code Sections 6103 and 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

2025-0121167
FRESNO County Recorder
Paul Dictos, CPA
Friday, Dec 19, 2025 02:57:39 PM
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NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**

3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**

4. The nature of the interest or estate of the owner is: **IN FEE**

   (If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **December 11, 2025.** The work done was **South Building A Modernization, Bid No. 24-18.**
   This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
   Marko Construction Group, Inc. 3675 E. Jensen Ave., Fresno, CA 93725 November 2, 2023
   (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:
   Farber Educational Campus 1020 S. 10th Street, Fresno, CA 93702 DSA No.: N/A

Date: **December 19, 2025**

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION
I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 19, 2025 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

NO FEE REQUIRED
No Fee for recording in accordance with California Government Code Sections 6103 and 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

2026-0003164
FRESNO County Recorder
Paul Dictos, CPA
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NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**

3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**

4. The nature of the interest or estate of the owner is: **IN FEE**

   (If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **January 13, 2026.** The work done was **Intrusion Security Upgrades Phase 3A & 3B, Bid No. 25-15.**
   This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
   Audeamus dba Sebastian 7600 N. Palm Ave., Fresno, CA 93711 December 19, 2024
   (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:
   See Page 2 (Cont.)

Date: **January 13, 2026**

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION
I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 13, 2026 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

NOTICE OF COMPLETION (AND ACCEPTANCE) (Continued)

Bid No.: 25-15, Phase 3A & 3B General Contractor: Audeamus dba Sebastian
Project Name: Intrusion Security Upgrades Phase 3A & 3B

Balderas Elementary School	**4625 E. Florence Ave, Fresno, CA 93725**	**DSA No.: n/a**
Greenburg Elementary School	**5081 E. Lane Ave, Fresno, CA 93727**	**DSA No.: n/a**
Heaton Elementary School	**1533 N. San Pablo Ave, Fresno, CA 93728**	**DSA No.: n/a**
Hidalgo Elementary School	**3550 E Thomas Ave, Fresno, CA 93702**	**DSA No.: n/a**
Homan Elementary School	**1602 W. Harvard Ave, Fresno, CA 93705**	**DSA No.: n/a**
Mayfair Elementary School	**3305 E. Home Ave, Fresno, CA 93703**	**DSA No.: n/a**
Vinland Elementary School	**4666 N. Maple Ave, Fresno, CA 93726**	**DSA No.: n/a**
Webster Elementary School	**2600 E. Tyler Ave, Fresno, CA 93701**	**DSA No.: n/a**
Wolters Elementary School	**5174 N. First St, Fresno, CA 93710**	**DSA No.: n/a**
Terronez Middle School	**2300 S. Willow Ave Fresno, CA 93725**	**DSA No.: n/a**

NO FEE REQUIRED
No Fee for recording in accordance with California Government Code Sections 6103 and 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

2026-0003163
FRESNO County Recorder
Paul Dictos, CPA
Wednesday, Jan 14, 2026 03:55:16 PM
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NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**

3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**

4. The nature of the interest or estate of the owner is: **IN FEE**

   (If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **October 8, 2025.** The work done was **Play Structure Replacements , Bid No. 25-32.**
   This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
   Caliber Contracting Services, Inc. 5191 E. Dakota Ave, Fresno, CA 93727 May 29, 2025
   (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:
   Rowell Elementary School 3460 E McKenzie Ave, Fresno, CA 93702 DSA No.: 02-123262

Date: **January 14, 2026**

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION
I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 14, 2026 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

NO FEE REQUIRED
No Fee for recording in accordance with California Government Code Sections 6103 and 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

2026-0002088
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NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**

3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**

4. The nature of the interest or estate of the owner is: **IN FEE**

   (If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **December 29, 2025**. The work done was **HVAC & EMS Replacements, Bid No. 25-37.**
   This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
   Strategic Mechanical Inc. 4661 E Commerce Ave. Fresno, CA 93725 **May 15, 2025**
   (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:
   See Page 2 (Cont.)

Date: **January 9, 2026**

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION
I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 9, 2026 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

NOTICE OF COMPLETION (AND ACCEPTANCE) (Continued)

Bid No.: 25-37 General Contractor: Strategic Mechanical Inc.
Project Name: Gibson and Mayfair Elementary Schools HVAC and EMS Replacements

Gibson Elementary School	**1266 W. Barstow Ave, Fresno, CA 93711**	**DSA No.: n/a**
Mayfair Elementary School	**3305 E. Home Ave, Fresno, CA 93703**	**DSA No.: n/a**

2025-0122160

FRESNO County Recorder
Paul Dictos, CPA
Tuesday, Dec 23, 2025 02:11:38 PM

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NO FEE REQUIRED
No Fee for recording in accordance with California Government Code Sections 6103 and 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**

3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**

4. The nature of the interest or estate of the owner is: **IN FEE**

   (If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **December 17, 2025.** The work done was **CTE Building Improvements, Bid No. 25-46.**
   This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
   Better Enterprises, Inc. **1148 N Cypress Ave., Fresno, CA 93727** **May 29, 2025**
   (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:
   Sunnyside High School **1019 S. Peach Ave, Fresno, CA 93727** **DSA No.: N/A**

Date: **December 23, 2025**

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION
I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 23, 2025 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

NO FEE REQUIRED
No Fee for recording in accordance with California Government Code Sections 6103 and 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

2025-0122159
FRESNO County Recorder
Paul Dictos, CPA
Tuesday, Dec 23, 2025 02:11:38 PM
CONFORMED COPY
Copy of document recorded.
Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**

3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**

4. The nature of the interest or estate of the owner is: **IN FEE**

   (If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **December 16, 2025** The work done was **Single Point of Entry and Parking Improvements , Bid No. 25-50.**
   This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
   GCB1, Inc. dba GC Builders **3003 N. Monroe Ave., Fresno, CA 93723** **May 29, 2025**
   (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:
   Tioga Middle School **3232 E. Fairmont Ave, Fresno, CA 93726** **DSA No.:02-122865**

Date: **December 23, 2025**

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION
I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 23, 2025 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

NO FEE REQUIRED
No Fee for recording in accordance with California Government Code Sections 6103 and 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

2026-0003165
FRESNO County Recorder
Paul Dictos, CPA
Wednesday, Jan 14, 2026 03:55:16 PM
CONFORMED COPY
Copy of document recorded.
Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**

3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**

4. The nature of the interest or estate of the owner is: **IN FEE**

   (If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **August 15, 2025.** The work done was **Fencing & ADA Improvements, Bid No. 25-58 A.**
   This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
   All Commercial Fence Inc. 650 Armstrong Way, Oakdale, CA 95361 **May 29, 2025**
   (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:
   Dailey Charter Elementary School 3135 N Harrison Ave, Fresno, CA 93704 DSA No.:02-122636

Date: **January 13, 2026**

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION
I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 13, 2026 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

NO FEE REQUIRED
No Fee for recording in accordance with California Government Code Sections 6103 and 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

2026-0003166
FRESNO County Recorder
Paul Dictos, CPA
Wednesday, Jan 14, 2026 03:55:16 PM
CONFORMED COPY
Copy of document recorded.
Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**

3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**

4. The nature of the interest or estate of the owner is: **IN FEE**

   (If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **August 15, 2025.** The work done was **Fencing and ADA Improvements, Bid No. 25-58 C.**
   This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
   All Commercial Fence Inc. 650 Armstrong Way, Oakdale, CA 95361 May 29, 2025
   (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:
   Winchell Elementary School 3722 E Lowe Ave, Fresno, CA 93702 DSA No.:02-122654

Date: **January 13, 2026**

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION
I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 13, 2026 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District