BOARD AGENDA - SEPTEMBER 23, 2026

***5:45 P.M. (OPEN SESSION)**
***CLOSED SESSION WILL CONVENE AFTER**
UNSCHEDULED ORAL COMMUNICATIONS

THE BOARD OF EDUCATION REGULAR MEETING WILL BE HELD AT
2309 TULARE STREET, FRESNO, CALIFORNIA 93721
FRESNO UNIFIED SCHOOL DISTRICT
SECOND FLOOR - BOARD ROOM

BOARD PRESIDENT ISLAS WILL PARTICIPATE
FROM THE TELECONFERENCE LOCATION AS FOLLOWS:
8327 COUNTRY RIDGE RD., INDIANAPOLIS, IN 46234

PURSUANT TO GOVERNMENT CODE SECTION 54953 (b) (2)
ALL ACTION TAKEN DURING THIS TELECONFERENCE MEETING
SHALL BE BY ROLL CALL VOTE

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

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

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Fresno Unified Education Center building is subject to metal detector screening, in accordance with Board Policy 5145.12. Prohibited items are as follows: alcohol, illegal drugs, knives, or firearms. We appreciate your cooperation in helping maintain a safe environment for all.

In accordance with the Americans with Disabilities Act, persons requiring special assistance to access the Board Room, to review written materials discussed at the meeting, or to otherwise participate in board meetings are encouraged to contact the Board President or Board Office at (559) 457-3727. To ensure the district can make reasonable arrangements and provide any necessary accommodations, auxiliary aids, or services, notification at least 48 hours prior to the meeting is requested.

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

In accordance with Board Bylaw 9322, students and parents/guardians may request directory information or personal information (as defined in Education Code 49061 and/or 49073.2) be excluded from the minutes by making a request in writing to the Superintendent or Board Clerk.

Public materials are available for inspection at our website at fresnounified.org/board.

Interpretation Services in Spanish, Hmong, and American Sign Language (ASL) are available in the meeting room upon request.



Agenda Approved by:
Mao Misty Her, Superintendent

***5:45 P.M.**

PLEDGE OF ALLEGIANCE

Patrick Jensen will lead the Pledge of Allegiance.

RECOGNIZE the 2026/27 Fresno Unified School District Student Advisory Board

The Board would like to take the opportunity to formally welcome the incoming Student Advisory Board and recognize those students elected by their peers to serve as Student Board Members during the 2026/27 academic year.

Page

A. RECEIVE INFORMATION & REPORTS

1. RECEIVE Constituent Services Office Quarterly Reporting 9

Receive Constituent Services Office Quarterly Reporting.docx

Receive Constituent Services Office Quarterly Reporting.pdf

Included in the Board material is the Constituent Services Office Quarterly Reporting for Constituent Services activities for the time period of May 01, 2026, through July 31, 2026. Also included is the Quarterly Reporting for the

Valenzuela/Williams Uniform Complaint Procedures from May 01, 2026, through July 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.

2. RECEIVE Constituent Services Office/Government Relations Annual Report 12

Receive Constituent Services Office/Government Relations Annual Report.docx

Received Consituent Services Office Government Relations Annual Report.pdf

Included in the Board material is the Constituent Services Office/Government Relations report for the 2025/26 school year. 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. *5:55 P.M. 24

DISCUSS and ACCEPT the September 2026 Student Outcomes Monitoring Report

Discuss and Accept the September 2026 Student Outcomes Monitoring Report

Discuss and Accept the September 2026 Student Outcomes Monitoring Report.pdf

Included in the Board material is the September 2026 Student Outcomes Monitoring Report. The report includes Literacy Intervention Interim Goal 1 and College and Career Readiness Interim Goal 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. *6:55 P.M. 38

HOLD a Public Hearing and ADOPT Resolution No. 27-08, Certifying Sufficiency of Instructional Materials

Hold a Public Hearing and Adopt Resolution No. 27-08, Certifying Sufficiency of Instructional Materials.docx

Hold a Public Hearing and Adopt Resolution No. 27-08, Certifying Sufficiency of Instructional Materials.pdf

Included in the Board material is Resolution No. 27-08 certifying that all Fresno Unified students have standards-aligned textbooks and instructional materials. Annually, the governing board of each school district is required to hold a public hearing and adopt a resolution stating whether each pupil, including English Learners, has standards-aligned textbooks and instructional materials in the following subject areas: English Language Arts, mathematics, history/social science, health (grades seven through twelve), foreign language (grades seven through twelve), and science equipment (grades nine through twelve). A survey to determine sufficient instructional materials at each school site was administered to all schools (transitional kindergarten through grade twelve). The Superintendent **recommends adoption**. There is no fiscal impact to the district at this time. Contact Person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

C. CONSENT AGENDA

All Consent Agenda items are considered routine by the Board of Education and will be acted upon by one motion. There will be no separate discussion of items unless a Board member requests, in which event, the items will be considered following approval of the Consent Agenda.

OPPORTUNITY for Public Comment on the Consent Agenda

1. ADOPT Findings of Fact and Recommendations of District Administrative Board 41

   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 September 09, 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. APPROVE Personnel List 42

   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.

3. APPROVE Meeting Minutes 52

   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 September 09, 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.

4. APPROVE Annual Request to Hire Non-Credentialed Consultants for the 2026/27 School Year 69

   Approve Annual Request to Hire Non-Credentialed Consultants for the 2026/27 School Year.docx

   Included in the Board material is a request to hire non-credentialed consultants who possess unique skills from business, performing arts and postsecondary institutions to provide instruction to students for the 2026/27 school year. This is an annual request to remain compliant with the California Statewide Assignment Accountability System Audit, per California Ed Code 58803. The Superintendent **recommends approval**. Fiscal impact: Funds are available in the district budget at this time. Contact person: David Chavez, telephone (559) 457-3713.

5. APPROVE Credentialed Teachers to Coach One Period of Competitive Sport for Physical Education Credit during the 2026/27 School Year per California Education Code 44258.7(b) 70

Approve Credentialed Teachers to Coach One Period of Competitive Sport during the 2026/27 School Year.docx

Included in the Board material is a request to approve credentialed teachers to coach one period of competitive sport for physical education credit. Pursuant to California Education Code 44258.7(b), teachers who hold a Single Subject teaching credential in a subject or subjects other than physical education may be authorized to coach one period per day in a competitive sport for which students receive physical education credit. The teacher must be a full-time employee of the school district and has completed a minimum of 20 hours of first aid instruction appropriate for the specific sport. The Superintendent **recommends approval**. Fiscal impact: Funds are available in the district budget at this time. Contact person: David Chavez, telephone (559) 457-3713.

6. APPROVE Proposed Revisions to Job Descriptions 71

Approve Proposed Revisions to Job Descriptions.docx

Approve Proposed Revisions to Job Descriptions.pdf

Included in the Board material are proposed revisions for seven job descriptions. The revisions reflect inclusion of language, which more specifically identifies duties of each specific position as well as aligns the district to better support the goal of effective staffing. The job descriptions are as follows:

1. Assistant Superintendent, Human Resources/Labor Relations (HR/LR)
2. Deputy Executive, Human Resources/Labor Relations
3. Director, Communications
4. Director, Human Resources/Labor Relations
5. Manager III, Personnel Compliance, Audits, and Records, HR/LR
6. Manager III, Workplace Investigations, Human Resources/Labor Relations
7. Manager I, Human Resources/Labor Relations

These revisions are in alignment with Student Outcomes Focused Governance and best practices. 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 Renewal Agreement with Delta Dental of California 103

Approve Renewal Agreement with Delta Dental of California.docx

Approve Renewal Agreement with Delta Dental of California.pdf

Included in the Board material is a renewal agreement with Delta Dental of California. Delta Dental of California currently provides dental care services for the district's eligible active employees, retirees, and their respective dependents. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the estimated annual amount of $16,002,684 are available in the Health Internal Fund Budget. Contact person: Patrick Jensen, telephone (559) 457-6226.

8. RATIFY Agreement with the Ann Kennedy Group, Inc. 151

Ratify Agreement with the Ann Kennedy Group, Inc.docx

Ratify Agreement with the Ann Kennedy Group Inc..pdf

Included in the Board material is information on a financial management service agreement with the Ann Kennedy Group, Inc. (AKG). The Ann Kennedy Group, Inc. is currently engaged to provide financial management and planning support services (reconciliation and data integrity) that identifies workflow process gaps and confirms/develops the account code structure. The Superintendent **recommends ratification**. Fiscal impact: Sufficient funds in the estimated amount of $308,000 are available in the Measure H Fund. Contact person: Paul Idsvoog, telephone (559) 457-3134.

9. RATIFY Change Orders 175

Ratify Change Orders.docx Ratify Change Orders.pdf

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

Bid 24-35, Roosevelt High School Administration Building, Library, West Hall, and Theater Modernization

Bid 26-12, Early Learning Portable Building Conversion and Site Improvement at 1001 S. Chestnut Ave. Rebid

Bid 26-27, Viking Elementary School Administration Building Health Suite Modernization

Bid 26-28, Wawona Middle School Administration Building Health Suite Modernization

Bid 26-29, Baird Middle School Administration Building Health Suite Modernization

The Superintendent **recommends ratification**. Fiscal impact: Sufficient funds in the amount of $40,426 are available in the Measure M Fund for Bids 24-35, 26-12, 26-27, 26-28, and 26-29. Contact person: Paul Idsvoog, telephone (559) 457-3134.

10. RATIFY the Filing of Notices of Completion 203

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. The projects are as follows:

Bid 24-35, Roosevelt High School Administration Building, Library, West Hall, and Theater Modernization

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.

INVITATION for Board Members to Share Reflections on the Board Shared Agreements

OPPORTUNITY FOR PUBLIC COMMENT ON CLOSED SESSION AGENDA

RECESS FOR CLOSED SESSION TO DISCUSS THE FOLLOWING:

1. Student Expulsions (Education Code Section 35146).
2. Conference with Labor Negotiator (Government Code Section 54957.6); Fresno Unified School District Negotiator: David Chavez; Employee Organizations: Fresno Teachers Association; California School Employees Association, Chapter 125; California School Employees Association, Chapter 143; Service Employees International Union, Local 521; Fresno Association of Substitute Teachers Association/Service Employees International Union, Local 521; Fresno Building & Construction Trades/Fresno Teachers Association; International Association of Machinists and Aerospace Workers; Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
3. Public Employee Discipline, Dismissal, Release, Reassignment, Resignation (Government Code Section 54957).
4. Public Employment/Appointment (Government Code Section 54957).
    a. Executive Director, Information Technology
5. Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9 (d) (1)).
    a. Blas Rullan v. Fresno Unified Workers' Compensation, Fresno Unified Case No. WC22-0103-6396
    b. Jack Noonkester v. Fresno Unified Workers' Compensation, Fresno Unified Case No. WC24-0709-11938
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 No. GL26-0225-17120

***8:45 P.M., RECONVENE and Report Action Taken during Closed Session**

D. ADJOURNMENT

NEXT SCHEDULED REGULAR MEETING: OCTOBER 14, 2026

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 23, 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 May 01, 2026, through July 31, 2026. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from May 01, 2026, through July 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 May 1, 2026 and July 31, 2026

Type of Complaint	Filed	Pending	# Time Intensive	Average Number of Days to Close
Personnel Complaints	33	25	6	33.33
Uniform Complaint Procedures (UCP)	1	0	1	44.00
Williams Uniform Complaints	0	0	0	0
Requests for Information or Service	590	2	33	1.32
Special Education Requests	30	1	3	1.93
Other Complaints	17	1	3	3.63
Public Records Act Request	120	26	8	2.11
Government Relations Requests	8	0	0	1.13
TOTAL	799	55	54	1.94

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: September 23, 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

September 23, 2026

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 23, 2026

ACTION REQUESTED: Receive

TITLE AND SUBJECT: Receive Constituent Services Office /Government Relations Annual Report

ITEM DESCRIPTION: Included in the Board material is the Constituent Services Office/Government Relations report for the 2025/26 school year.

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 NUMBER: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor. Chief of Staff



Constituent Services, Government Relations, and Student Records



Annual Report 2026-2027

Fresno Unified School District
FUTURE READY STARTS HERE

Constituent Services Office (CSO)/Government Relations/Student Records Services

Constituent Services Office
Facilitate Complaint Resolution
Address Public Records Act Requests (PRA) and General Request for Information/Services
Support School Sites and Departments
Drive Board Policies/Bylaws Revisions and Reviews
Facilitate Williams Act, OCR, Audits and Compliance Reviews
Provide Professional Development

Government Relations
Represent and Assist the Board of Education in Government Relations
Serve as the district's primary liaison to local, state and federal officials and governmental agencies
Analyze and monitor legislation and regulatory agencies
Cultivate and maintain relationships with elected officials
Support the Board of Education's legislative advocacy agenda
Assist with implementation of new laws

Student Records
Supervise student records customer service and records retention process

Fresno Unified School District
FUTURE READY STARTS HERE

Constituent Services Formal Complaint Types

Type	Personnel Complaint	Uniform Complaint Procedures (UCP)	Williams Act Complaint
Who	Parents, Students, Community Members	Parents, Students, Community Members, and Employees	Parents, Students, Community Members, and Employees
What	Allegations regarding district personnel	Allegations against the school or district for failure to comply with state or federal laws	Allegations against the school regarding clean and safe learning environments, access to core textbook instructional materials, or teacher assignment

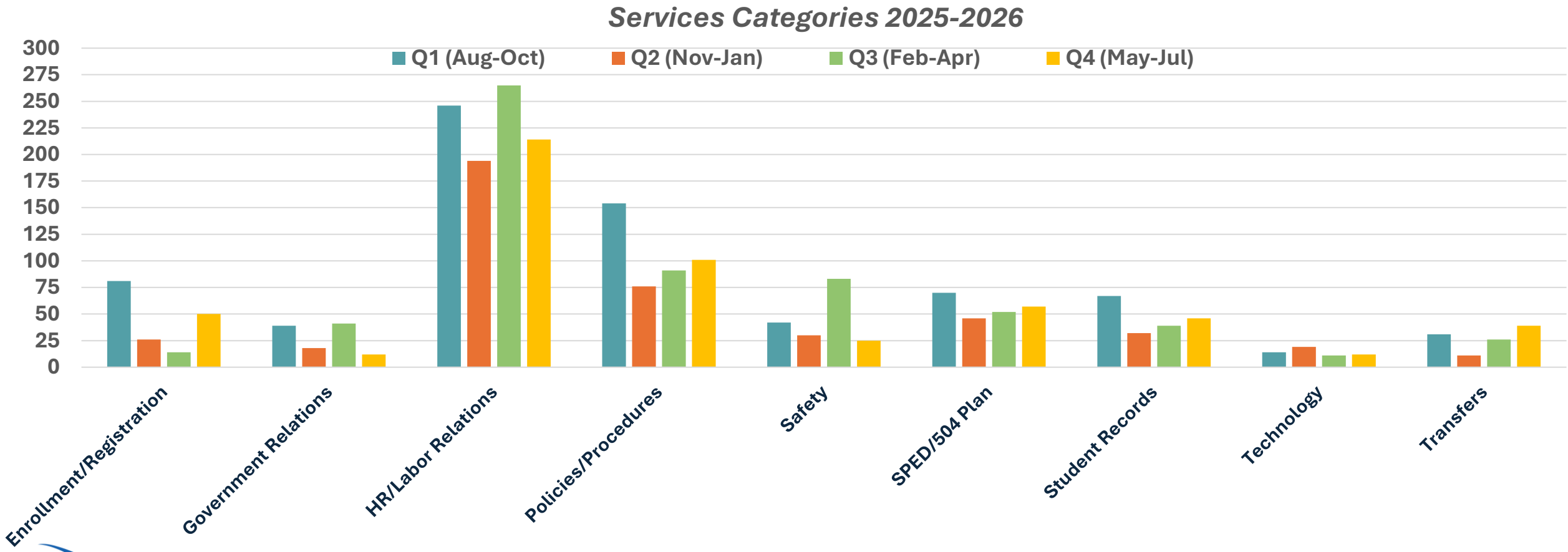
Fresno Unified School District
FUTURE READY STARTS HERE

Constituent Services Formal Complaint Types

	2024/25		2025/26		
Service Type	**Filed**	**Average Days to Resolve**	**Filed**	**Average Days to Resolve**	**Established Resolution Times**
Personnel	**153**	34.47	**184**	40.46	40
Uniform Complaint Procedures	**4**	6.5	**11**	35.89	60
Williams Act	**0**	0	**0**	0	45
Requests for Information & Services	**4,463**	1.20	**2,619**	1.49	3
Special Education Related	**85**	1.95	**131**	1.89	3
Other Complaints	**164**	3.57	**71**	2.58	5
Public Records Act	**263**	2.39	**386**	2.26	10
Government Relations	**55**	1.47	**73**	5.11	3
Overall	**5,187**	2.34	**3,475**	3.37	**4.41**

Fresno Unified School District
FUTURE READY STARTS HERE

Types of Requests for Information and Services

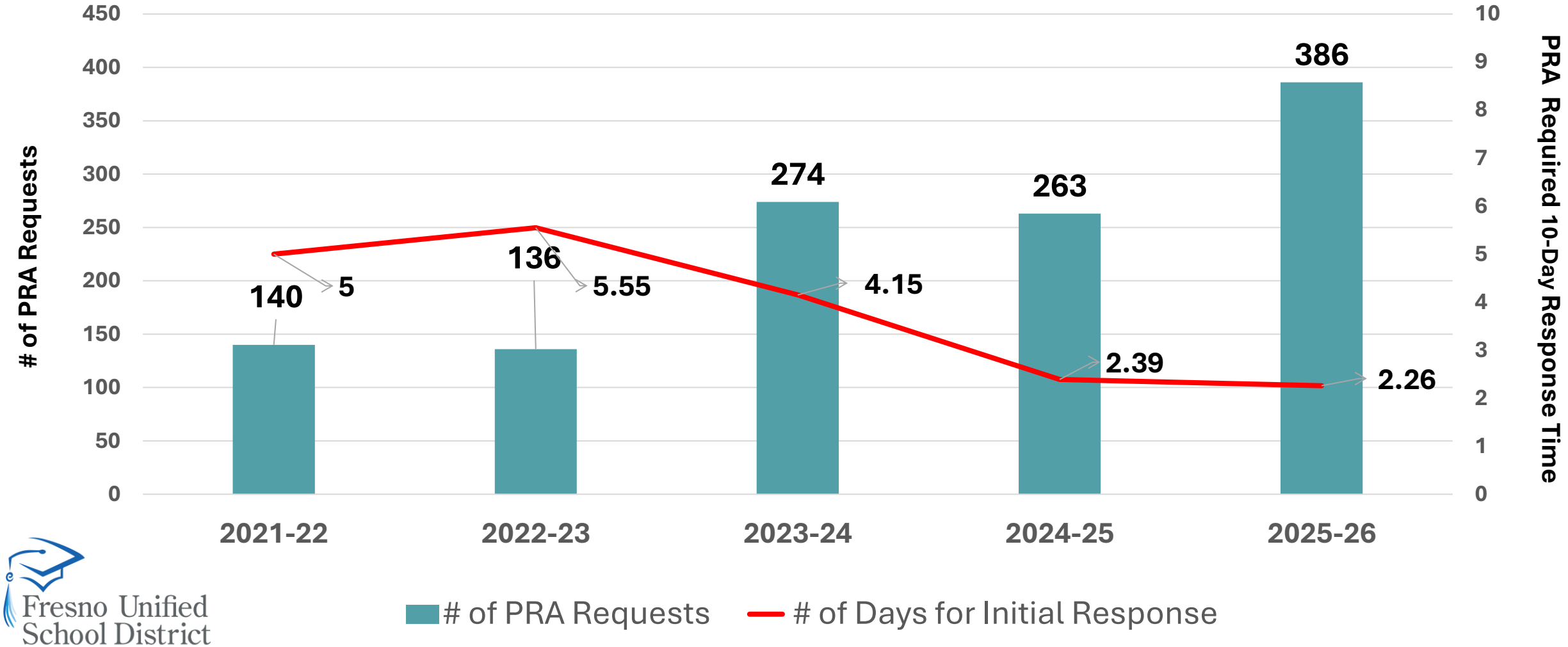


Fresno Unified School District
FUTURE READY STARTS HERE

Initial Response Time (48 Business Hours)

	2024/25		2025/26	
Constituent Type	Filed	Average Initial Response Time (minutes)	Filed	Average Initial Response Time (minutes)
Board Members	**134**	15.0	**127**	15.0
Families/Students	**2,478**	15.2	**1,857**	15.0
Employees	**1,429**	15.1	**810**	15.0
Public	**1,104**	15.0	**622**	15.0
Media	**42**	15.0	**61**	15.0
Overall	**5,187**	**15.1**	**3,477**	**15.0**

Public Records Act (PRA) Response Times



Fresno Unified School District
FUTURE READY STARTS HERE

Government Relations 2025-2026

Board Legislative Committee

- Attended and participated in 100% of the Board's Legislative Committee Meetings
- Worked with staff on fact finding information related to proposed legislative bills
- Provided staff with legislative updates

Government Relations

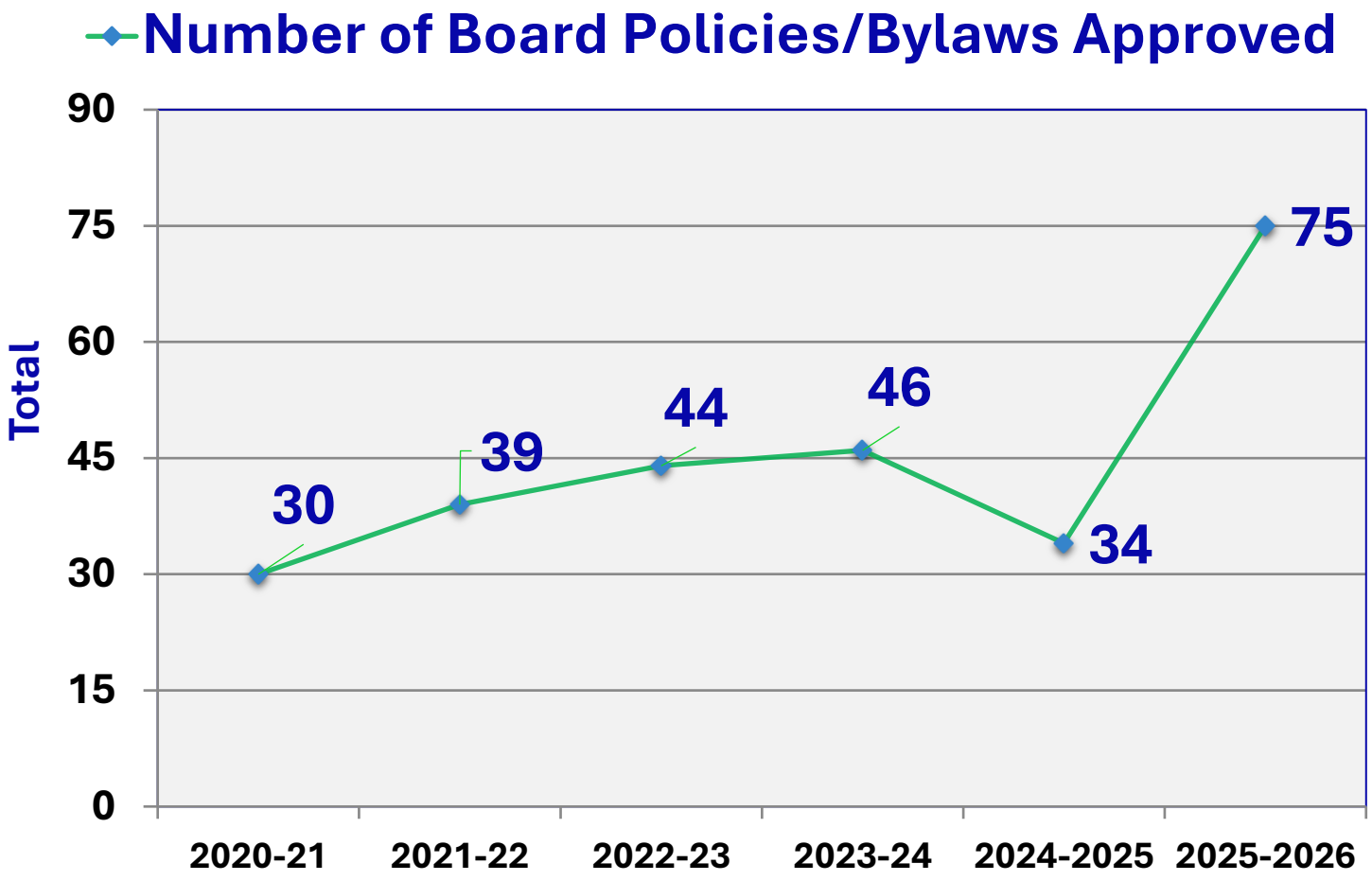
- Assisted and worked with local elected official's offices to address 73 Request for Information/Services
- Attended and participated in over 16 elected official/staff meetings and events
- On behalf of 23 district families, worked with the California Department of Social Services regarding updated SUN Bucks Program (a summer food program)

Legislative Events/Outreach

- Participated in 19 of Association of California School Administrator's (ACSA) Legislative Updates and Policy Committee Meetings
- Represented the District in 35 Community Organizations Meetings/Events
- Attended the Council of Great City Schools (CGCS) Fall and Legislative Conferences and participated in the CGCS Legislative Liaison Meetings

Board Governance Work 2025-2026

In alignment with Student Outcomes Focused Governance (SOFG), the Board continues it's work to review and approve Board Policies & Bylaws



Fresno Unified School District
FUTURE READY STARTS HERE

Student Records Department: New Addition

October 1, 2025 – July 31, 2026	
Student Records: Types of Services	**Filed**
Subpoenas	**108**
Walk-Ins	**486**
Requests for Information & Services	**2,617**
Overall	**3,211**

Fresno Unified School District
FUTURE READY STARTS HERE

2026-2027 Key Initiatives

ENGAGEMENT EXCELLENCE

By June 30, 2027, 75% of inquiries to the Constituent Services office will receive an initial response within 48 hours of receipt.

By June 30, 2027, 25% of concerns initially submitted to Constituent Services as formal complaints will be resolved informally through mediation, resulting in prompt resolution and increased family and student satisfaction.

ACADEMIC EXCELLENCE

By October 1, 2026, ensure 100% student access to board adopted instructional materials through annual sufficiency audit, inventory monitoring and staff training and support, resulting in zero findings on the Williams Act Review.

Fresno Unified School District
FUTURE READY STARTS HERE

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 23, 2026

ACTION REQUESTED: DISCUSS and ACCEPT

TITLE AND SUBJECT: Discuss and Accept the September 2026 Student Outcomes Monitoring Report

ITEM DESCRIPTION: Included in the Board material is the September 2026 Student Outcomes Monitoring Report for the following interim goals:

- Literacy Intervention (Interim Goal 1): From June 2024 to June 2026, the percentage of identified 3rd – 6th grade students who meet their stretch growth goal on iReady will increase from 26% to 55%.

- 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 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 (Sep 7, 2026 21:08:46 PDT)

Student Outcomes Monitoring Report

September 23, 2026

FUTURE READY STARTS HERE

Fresno Unified School District

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

Fomentamos y cultivamos los intereses, el intelecto y el liderazgo de nuestros estudiantes proporcionándoles una educación excelente y equitativa en un entorno culturalmente competente.



NUESTRA VISIÓN

Un lugar donde los estudiantes, las familias y el personal son valorados y empoderados para alcanzar su máximo potencial.

METAS

PRIMERA META ALFABETIZACIÓN TEMPRANA

El porcentaje de estudiantes de primer grado que demuestran un nivel competente 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 con un retraso de más de un año, en Artes de Lenguaje Inglés (ELA), según la evaluación Smarter Balanced (SBAC), que logran un avance 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 profesiEl porcentaje de estudiantes que se gradúan de la preparatoria y están preparados para la universidad y la carrera profesional, según el College/Career Indicator (CCI), aumentará del 43 % en junio de 2024 al 64 % en junio de 2030.onal 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 demuestran competencias de referencia en las habilidades incluidas en el Retrato de un Estudiante utilizando evaluaciones adecuadas a su edad aumentará del X % en junio de 2027 al Y % en junio de 2030.

PARÁMETROS *Versión Sintetizada*

PARTICIPACIÓN DE LA COMUNIDAD

No se propondrán decisiones importantes a la mesa directiva sin un plan de participación de la comunidad.

ACCESO EQUITATIVO

Las metas se cumplirán sin excluir a grupos distintos y/o vulnerables, como afroamericanos, estudiantes aprendices de inglés, jóvenes en hogares de acogida, personas sin hogar o estudiantes con discapacidades.

PERSONAL EFICIENTE

La contratación, promoción o traslado lateral del personal se llevará a cabo únicamente con aquellos que cumplan los niveles de desempeño requeridos.

SALUD Y BIENESTAR

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

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

FUTURE

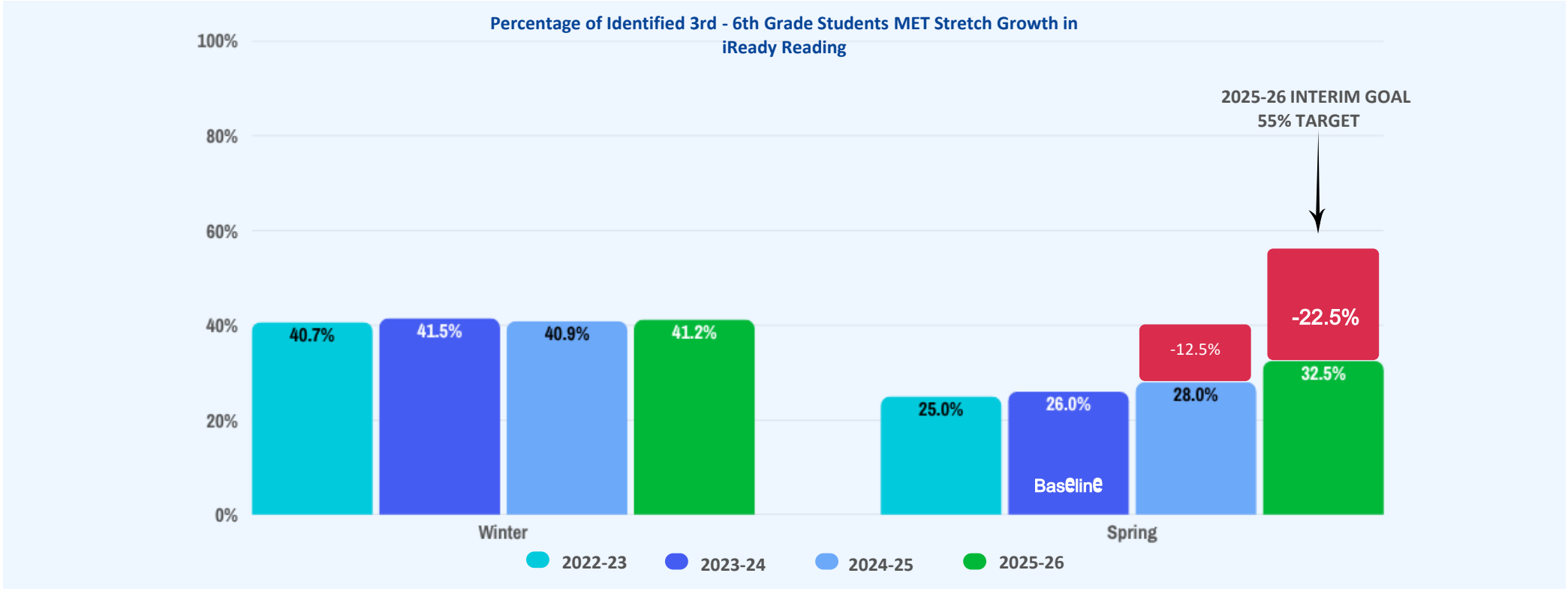
INTERIM GOAL LI1

Goal: Literacy Intervention

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

Interim Goal: LI1

From June 2024 to June 2026, the percentage of identified 3rd – 6th grade students who meet their stretch growth goal on iReady will increase from 26% to 55%.



STATUS: NOT MET MET

Must grow by 14.5% each year to be on-track.

Data Source: SID2.Readata.dbo.vwiReadyReadingSubgroups
Data as of Date: 09/14/2026

INTERIM GOAL LI1

Goal: The percentage of 3rd – 8th grade students who are more than one year behind, as measured by the Smarter Balanced Assessment Consortium (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.

Equitable Access Guardrail Student Groups	Number of 3rd-6th grade students meeting stretch growth goals on iReady (spring 2026)		
Student Group	**Number of Students Tested**	**Number of Identified Students Meeting Stretch Growth**	**Percentage of Identified Students Meeting Stretch Growth**
All Students	7106	2311	32.5%
African American/Black	638	194	30.4%
English Learners	2229	742	33.3%
Foster Youth	59	15	25.4%
Homeless	100	32	32%
Students with Disabilities • Designated Instructional Services • Resource Program • Special Day Class	2093 *341* *1074* *678*	*583* *108* *307* *168*	27.9% *31.7%* *28.6%* *24.8%*

Superintendent's Response: Literacy Intervention Interim Goal 2

Prior Monitoring Report Actions	Evidence of Implementation	Strategic Plan Actions
School Leadership will engage in mid-year data reviews for progress monitoring with principals on literacy, stretch growth and school wide data by February 2026.	• All School Leadership engaged site leaders in mid year data reviews during the January 2026 principal meeting and 1:1 site visits with leaders.	• Curriculum Instruction and Professional Learning (CIPL) will develop and implement differentiated professional learning for teachers and site leaders aligned to grade level standards and experience/expertise focused on reading comprehension (LI-P1). • Analysis, Measurement and Accountability (AMA) will create a Power BI with district, site and student level data and site leaders will engage in quarterly data review cycles by site and region (LI-P1). • Instructional Division will develop and implement professional learning aligned to multi-tiered systems of support (MTSS) framework to support creation of intervention systems (LI-P2).
Principals will conduct data chats with 3rd-6th grade teachers to set meaningful stretch growth goals, improve student ownership, celebrate growth and plan for differentiated instruction by April 2026.	• 51/65 schools (78%) conducted data chats.	
District Literacy Intervention Goal Team will finalize literacy intervention plan model components (i.e., professional learning needs, supplemental instructional materials, and progress monitoring tools) by March 2026.	• Literacy intervention plan components were developed, shared for feedback then distributed to all grade 3-8 principals in June 2026.	

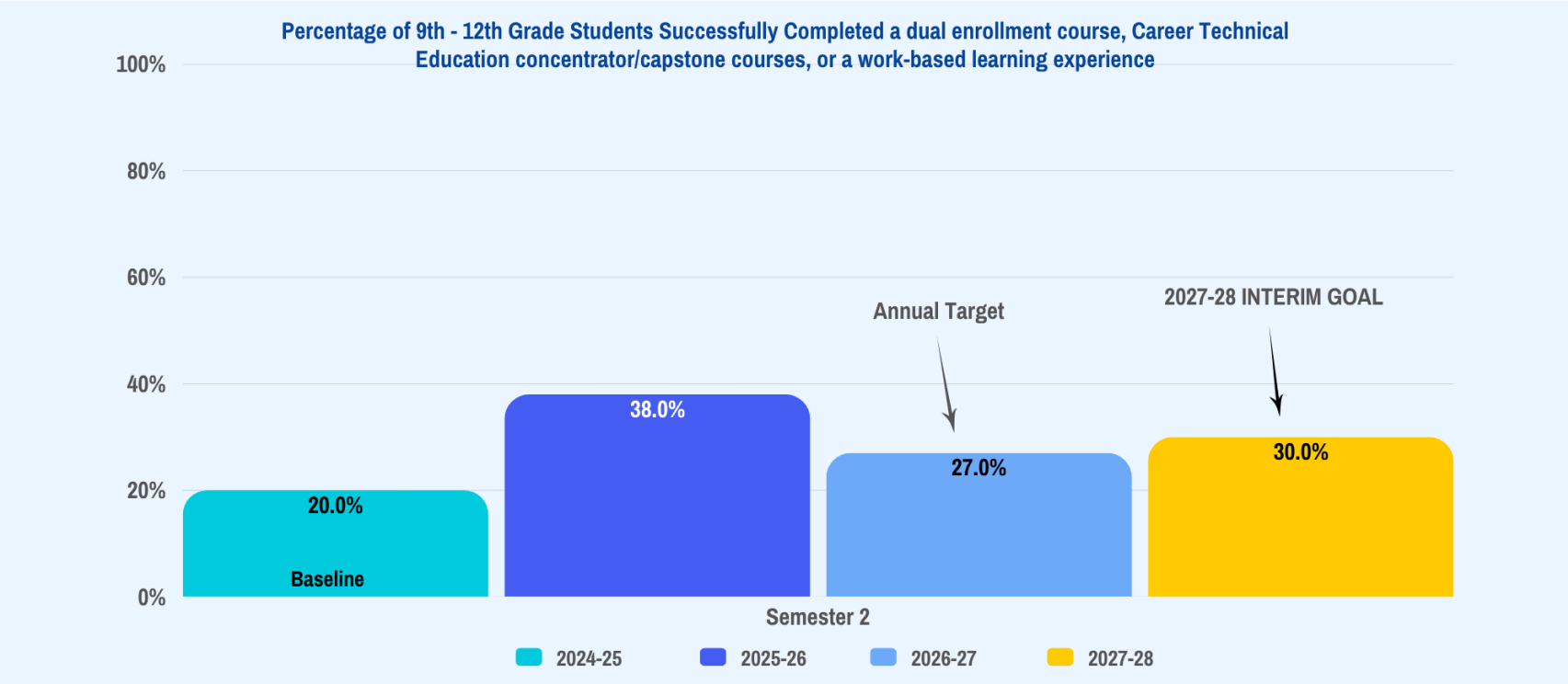
INTERIM GOAL CCR2

Goal: College and Career Readiness

The percentage of students graduating from high school who are college and career ready based on College/Career Indicator (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: 07/31/2026

1

INTERIM GOAL CCR2

Goal: From June 2025 to June 2028, the percentage of 9th – 12th grade students who have successfully completed a Dual Enrollment (DE) course, Career Technical Education (CTE) concentrator/capstone courses, or a Work-Based Learning experience each semester will increase from 20% to 30%.

Equitable Access Guardrail Student Groups	Number of students who have successfully completed a Dual Enrollment course, Career Technical Education concentrator/capstone courses, or a Work-Based Learning experience		
Student Group	**Work-based Learning**	**CTE Pathway Completion**	**DE Completion**
All Students	5,728 / 30.3%	1,951 / 10.3%	2,531 / 13.4%
African American/Black	311 / 24%	91 / 7%	156 / 12%
English Learners	545 / 20.5%	172 / 6.5%	158 / 6%
Foster Youth	22 / 13.7%	3 / 1.9%	8 / 5%
Homeless	17 / 16%	4 / 3.8%	6 / 5.7%
Students with Disabilities	442 / 18.2%	133 / 5.5%	83 / 3.4%

Superintendent's Response: College and Career Readiness Interim Goal 2

Prior Monitoring Report Actions	Evidence of Implementation	Strategic Plan Actions
By August 2026, increase fill rate of dual enrollment and CTE pathway courses to 80% at all comprehensive high schools.	• 65 dual enrollment sections are offered across comprehensive high schools this fall, with a current fill rate of 95.38% • 277 CTE pathway sections are offered across comprehensive high schools this fall, with a current fill rate of 77.26%	• College Accelerated Programs (CAP) and CTE will expand and diversify postsecondary partnerships to increase student access to college and career opportunities by aligning college and career pathways. (CCR-P2) • CTE will create and distribute work-based learning communication tools for students and industry partners for awareness and recruitment purposes. (CCR-P3) • CTE will increase student participation and engagement by expanding equitable access to opportunities through districtwide messaging and data-informed recruitment based on school-level census data. (CCR-P3) • CTE and SPED will set quarterly meetings with college and career readiness and special education teams to review student, site and district data (CCR-P4)
By August 2026, CCR and Special Education (SPED) will identify students on an Individualized Education Program (IEP) and *alternative pathway diploma track for inclusion in work-based learning opportunities.	• Special Education provided a list of alternative pathway diploma track students for 2026/27. There are currently 55 Seniors, and a total of 274 students grades 9-12 that could be identified as potential candidates.	
By August 2026, 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.	• Pre-apprenticeship completions increased from 123 in 2024/25 to 237 in 2025/26, representing a 93% year-over-year increase.	
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.	• Enrollment report pulled in September of 2026 to identify any student not enrolled in college coursework, CTE pathways or work-based learning for consideration for inclusion. • Beginning January 2027, strategic opportunity meetings across all grade levels will connect students not currently participating in college coursework, CTE pathways or work-based learning with available college and career pathways.	

School Highlight: McLane High School

- Named Fresno Unified's first-ever Linked Learning Gold Certified Pathway for Medical Education Research Academy (MERA)
- Doubled their core academic dual enrollment offerings this fall in comparison with fall semester 2025/2026
- Launched the Historical Black College or University (HBCU) Step-Up cohort during the 2025/2026 school year
- Over 316 students completed internships during the 2025/2026 school year
- 2,964 certifications were earned by McLane Students during the 2025/2026



Fresno Unified School District


FUTURE READY
STARTS HERE


WE ARE
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Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 23, 2026

ACTION REQUESTED: ADOPT

TITLE AND SUBJECT: Hold a Public Hearing and Adopt Resolution No. 27-08, Certifying Sufficiency of Instructional Materials

ITEM DESCRIPTION: Included in the Board material is Resolution No. 27-08 certifying that all Fresno Unified students have standards-aligned textbooks and instructional materials. Annually, the governing board of each school district is required to hold a public hearing and adopt a resolution stating whether each pupil, including English Learners, has standards-aligned textbooks and instructional materials in the following subject areas: English language arts, mathematics, history/social science, health (grades seven through twelve), foreign language (grades seven through twelve), and science equipment (grades nine through twelve). A survey to determine sufficient instructional materials at each school site was administered to all schools (transitional kindergarten through grade twelve).

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 (Sep 3, 2026 11:23:33 PDT)

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

Fresno Unified School District
FUTURE READY STARTS HERE

BEFORE THE BOARD OF EDUCATION
OF THE
FRESNO UNIFIED SCHOOL DISTRICT
FRESNO COUNTY, STATE OF CALIFORNIA
Resolution No. 27-08

In the Matter of Sufficiency of Instructional Materials

WHEREAS, the Governing Board of the Fresno Unified School District, in order to comply with the requirements of Education Code Section 60119 held a public hearing on September 23, 2026, at five-thirty o'clock, which is on or before the eighth week of school and which did not take place during or immediately following school hours; and

WHEREAS, the Governing Board provided at least 10 days' notice of the public hearing posted in at least three public places within the district that state the time, place, and purpose of the hearing; and

WHEREAS, the Governing Board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing; and

WHEREAS, information provided at the public hearing and to the Governing Board at the public meeting detailed the extent to which web-based and electronic/digital curriculum, textbooks and instructional materials were provided to all students, including English learners, in the district; and

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each pupil has access to web-based and electronic/digital curriculum, textbooks or instructional materials, or a combination, to use in class and to take home; and

WHEREAS, sufficient textbooks and/or instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics

- Science
- History-social science
- English/language arts, including the English language development component of an adopted program; and

WHEREAS, sufficient textbooks and/or instructional materials were provided to each pupil in grades 7-12 enrolled in foreign language and health classes; and

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive; and

WHEREAS, the District's use of web-based and electronic/digital curriculum, textbooks and instructional materials is consistent with law as long as students have access to computers or other devices and the Internet in school and at home, and that students with digital textbooks or instructional materials have access to computers or other devices in school and at home; and

WHEREAS, Fresno Unified School District has demonstrated that sufficient digital curriculum, textbooks or instructional materials, and Internet access equipment are being provided to each student and said materials are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks, in substantial accordance with Education Code Section 60119 within the required distance learning context.

NOW, THEREFORE, BE IT RESOLVED: for the 2026/27 school year, that the Board does hereby provide public notice that Fresno Unified School District has provided each pupil with sufficient textbooks and/or instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

ADOPTED this 23rd day of September, 2026 by the Board of Education of Fresno Unified School District, by the following vote:

AYES: ____ NOES: ____ ABSTENTIONS:____ ABSENT: ____

_____ _____

Genoveva Islas, Board President Mao Misty Her, Superintendent

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 23, 2026

ACTION REQUESTED: ADOPT

TITLE AND SUBJECT: Adopt Findings of Facts and Recommendations of District Administrative Board

ITEM DESCRIPTION: The Board of Education received and considered the Findings of Facts 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 September 09, 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, 

BOARD MEETING DATE: September 23, 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: Javan Childs, Deputy Executive

DIVISION: Human Resources

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 9/23/26

Date: 9/23/2026

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 2026-2027.

ELECTIONS

Certificated Personnel

1078772	Acuna	Jasmine	Teacher, Autistic, Sdc	Holland Elementary	8/1/2026
1091569	Alvarez Romero	Yulissa	Teacher, Elementary	Olmos Elementary	8/12/2026
1088491	Amezcua	Antonia	Teacher, Senior High	Mclane High School	8/12/2026
1038653	Archie	Tezale	Teacher, Lrng Hndcp, Sdc	Hoover High School	7/1/2026
1007124	Ayala	John	Teacher, Music, Elementary	Music/Visual and Perform Arts	8/12/2026
1077080	Barajas Guerrero	Yuri	Teacher, Bilingual	Rowell Elementary	8/12/2026
1082143	Barros	Tara	Teacher, Music, Elementary	Music/Visual and Perform Arts	8/12/2026
1075318	Carrillo	Reina	Teacher, Lrng Hndcp, Sdc	Winchell Elementary	7/1/2026
1081817	Carrillo Perez	David	Teacher, Bilingual	Winchell Elementary	8/1/2026
1088360	Castro	Laura	Teacher, Senior High	Fresno High School	8/12/2026
1065313	Clayton	Rashandra	Teacher, Elementary	Yokomi Elementary	8/11/2026
1083013	Costumbre	Adriana	Teacher, Autistic, Sdc	Heaton Elementary	8/12/2026
1091568	Cottrell	Remy	Teacher, Music, Elementary	Music/Visual and Perform Arts	8/12/2026
1070805	Covarrubias	Aylene	Teacher, Elementary	King Elementary	8/11/2026
1049571	Daniels	Brandon	Teacher, Lrng Hndcp, Sdc	Phoenix Secondary	8/1/2026
1088494	De La Mora	Marisol	Specialist, Resource, Sp Ed	Ericson Elementary	8/12/2026
1088102	De La Pena Mendez	Juan	Teacher, Elementary	Kratt Elementary	8/12/2026
1091574	DeCordova	Cinda	Teacher, Senior High	Fresno High School	8/12/2026
1084065	Drake	Laura	Teacher, Lrng Hndcp, Sdc	Easterby Elementary	8/3/2026
1080465	Fortuna	Peter	Teacher, Vocational Education	Duncan Polytechnical	8/1/2026
1078090	Garcia	Daisy	Teacher, Bilingual	Roeding Elementary	8/11/2026
1073462	Gonzales	Sarah	Teacher, Music, Elementary	Jackson Elementary	8/11/2026
1065392	Gooch	Thaddeus	Teacher, Handicapped, Severely	Ahwahnee Middle School	7/13/2026
1072878	Guerrero	Tracy	Teacher, Lrng Hndcp, Sdc	Roeding Elementary	8/12/2026
1044028	Hasson	Naef	Teacher, Handicapped, Severely	Fresno High School	8/12/2026
1065880	Hendrickson	Anne	Teacher, Music, Elementary	Manchester Gate	8/12/2026
1067909	Jacquez	Victoria	Teacher, Lrng Hndcp, Sdc	Addams Elementary	8/1/2026
1061161	Judge	Latoya	Teacher, Lrng Hndcp, Sdc	Aynesworth Elementary	8/3/2026
1074888	Karpenko	Shanelle	Teacher, Lrng Hndcp, Sdc	Lincoln Elementary	8/11/2026
1088737	Kaur	Harpreet	Teacher, Senior High	Mclane High School	8/12/2026
1074826	Kearney	Justin	Teacher, Middle School	Yosemite Middle School	8/11/2026
1091575	Lee	Ja Iab	Therapist, Spch/Lang/Hrng/Dis	Special Ed	8/12/2026
1080408	Lee	Sheng	Teacher, Elementary	Norseman Elementary	8/12/2026
1071014	Licon	Alyssa	Teacher, Elementary	Fremont Elementary	8/10/2026
1085973	Lynn	Lewis	Specialist, Resource, Sp Ed	Yosemite Middle School	8/11/2026
1068628	Mancine	Patricia	Therapist, Spch/Lang/Hrng/Dis	Special Ed	8/12/2026
1070968	Mandas	Amanda	Teacher, Individual, Small Grp	Special Ed	8/11/2026
1070826	Manriquez Bueno	Jacqueline	Teacher, Handicapped, Severely	Lane Elementary	8/1/2026

1037787	Martinez	Julio	Teacher, Middle School	Wawona Middle School	8/1/2026
1073304	Mendoza	Brittani	Teacher, Middle School	Kings Canyon Middle School	8/12/2026
1071520	Monahan	Brittany	Teacher, Elementary	Greenberg Elementary	8/14/2026
1045526	Moore	Joline	Teacher, Lrng Hndcp, Sdc	Gibson Elementary	8/12/2026
1091576	Nazaroff	Emily	Therapist, Spch/Lang/Hrng/Dis	Special Ed	8/16/2026
1063578	Ordaz	Katrina	Teacher, Autistic, Sdc	Ewing Elementary	8/12/2026
1082493	Ornelaz	Catheline	Teacher, Bilingual	Birney Elementary	8/12/2026
1084528	Padilla	Jerrie	Teacher, Lrng Hndcp, Sdc	Fremont Elementary	8/1/2026
1082660	Penas Mundaca	Luis	Teacher, Senior High	Fresno High School	8/12/2026
1083215	Pimentel	Charlotte	Teacher, Elementary	Lawless Elementary	8/12/2026
1075542	Ramirez	Cesar	Teacher, Autistic, Sdc	Olmos Elementary	8/3/2026
1088390	Ramirez	Rosalva	Teacher, Autistic, Sdc	Mayfair Elementary	8/12/2026
1080405	Ramirez	Yesenia	Teacher, Elementary	Olmos Elementary	8/11/2026
1083441	Reid	Christopher	Teacher, Individual, Small Grp	Special Ed	8/12/2026
1089264	Reina	Jacob	Teacher, Middle School	Tioga Middle School	8/12/2026
1077498	Rico	Gilbert	Specialist, Resource, Sp Ed	Fresno High School	8/11/2026
1091589	Rincon	Evelyn	Teacher, Elementary	Roeding Elementary	8/31/2026
1085617	Rivera	Evaristo	Teacher, Senior High	Edison High School	8/1/2026
1081673	Rubio	Myra	Teacher, Deaf/Hard of Hear.SDC	McCardle Elementary	8/12/2026
1088515	Ruiz	Kaylee	Teacher, Senior High	Mclane High School	8/12/2026
1088886	Saenz	Jazmin	Teacher, Elementary	Holland Elementary	8/12/2026
1068218	Salazar	Mari	Teacher, Elementary	Turner Elementary School	8/12/2026
1080339	Salazar	Sandra	Teacher, Elementary	Muir Elementary	8/11/2026
1080999	Sanchez Ramirez	Cristina	Teacher, Elementary	Roeding Elementary	8/12/2026
1069061	Simmons	Acsa	Teacher, Elementary	Olmos Elementary	8/12/2026
1089422	Soto	Lillianna	Teacher, Elementary	King Elementary	8/12/2026
1068754	Taylor	Sarah	Teacher, Handicapped, Severely	Mclane High School	8/12/2026
1069538	Thao	Ar	Teacher, Elementary	Balderas Elementary	8/11/2026
1003257	Tilghman	Cynthia	Teacher, Music, Elementary	Music/Visual and Perform Arts	8/12/2026
1083829	Tsutsui	Takashi	Teacher, Senior High	Fresno High School	8/12/2026
1091571	Vang	Toushulong	Teacher, Senior High	Sunnyside High School	8/12/2026
1091567	Vasquez	Carly	Teacher, Music, Elementary	Music/Visual and Perform Arts	8/12/2026
1053125	Vazquez	Robert	Teacher, Handicapped, Severely	Cooper Middle School	8/12/2026
1086028	Verduzco	Maya	Teacher, Handicapped, Severely	Edison High School	8/1/2026
1075376	Waterbury	Mark	Teacher, Elementary	Bullard Talent K-8	8/12/2026
1088007	Williams	Siomone	Teacher, Middle School	Ahwahnee Middle School	8/12/2026
1088483	Xiong	Anna	Teacher, Elementary	Rowell Elementary	8/12/2026
1082401	Yong	Grace	Teacher, Middle School	Ahwahnee Middle School	8/12/2026
1090151	Zamora	Lorena	Teacher, Elementary	Jefferson Elementary	8/12/2026
1091572	Zanoff	Zoe	Teacher, Music, Elementary	Music/Visual and Perform Arts	8/12/2026
1073088	Zepeda	Gisselle	Teacher, Handicapped, Severely	Terronez Middle School	8/1/2026

Classified Personnel

1040297	Lopez	Tina	Nutrition Services Manager	Nutrition Services	8/7/2026

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1044631	Juarez	Jessica	Teacher, Library, Media	Hoover High School	8/3/2026
1065985	Kam	Janna	Teacher, Autistic, Sdc	Anthony Elementary	8/14/2026
1003675	Whitney	Rhonda	Teacher, Middle School	Kings Canyon Middle School	8/10/2026
1084592	Yue	Angela	Teacher, Senior High	Mclane High School	7/31/2026

Classified Personnel

1089506	Alvarado	Diego	Assistant, Noontime	Fremont Elementary	8/13/2026
1084551	Amezquita	Yenedith	Assistant, Noontime	Ericson Elementary	8/6/2026
1076950	Barba	Tiffany	Paraprof, Instructional Asst	Lawless Elementary	7/2/2026
1077822	Brewster	Mason	Assistant, Noontime	Mayfair Elementary	7/2/2026
1083354	Bueno	Diego	Paraprof, After Schl/Ext Day	Cooper Middle School	8/21/2026
1085435	Duarte	Mariah	Paraprof, After Schl/Ext Day	Yosemite Middle School	8/10/2026
1061769	Ebro	Catherine	Paraprof, Extensive Support Needs	Heaton Elementary	7/31/2026
1080305	Flores	Mariah	Paraprof, After Schl/Ext Day	Birney Elementary	6/12/2026
1086469	Gobeli	Morgan	Paraprof, Instructional Asst	Storey Elementary	8/6/2026
1079617	Guzman-Chaidez	Anahi	Paraprof, Instructional Asst	Lawless Elementary	8/14/2026
1089154	Martinez	Michael	Paraprof, After Schl/Ext Day	Sunset Elementary	6/11/2026
1085343	Mendoza	Jenay	Assistant, Noontime	Wawona Middle School	7/2/2026
1028387	Ortiz	Virginia	Paraprof, Instructional Asst	Columbia Elementary	9/1/2026
1067858	Sanchez	Joanne	Paraprof, Mild/Moderate Support Needs	Norseman Elementary	6/11/2026
1063766	Scott	Tasheana	Paraprofessional - Itinerant, SPED	Special Ed	7/31/2026
1087201	Tauriac	Serena	Specialist, Tier II Intervention	Prevention And Intervention	9/4/2026
1085084	Uriarte-gonzalez	Stephanie	Paraprof, Mild/Moderate Support Needs	Vang Pao Elementary	8/12/2026
1067609	Yang	Kia	Paraprof, Instructional Asst	Mayfair Elementary	8/7/2026
1084837	Yang	Mai	Assistant, Resrce Cnslg	Gibson Elementary	8/12/2026

Management Classified

1052909	Ichikawa Jansen	Saori	Coordinator II, Tech Supp Serv	Technology Services	9/21/2026
1085016	Sowden	Ashley	Behavioral Intervention Specialist	Prevention And Intervention	8/12/2026

LEAVE REQUEST

Classified Personnel

1077857	Lee	Parvour	Nutrition Services Assistant	Packaging Center	9/2/2026
1029504	Xiong	Ma	Paraprof, Instructional Asst	Aynesworth Elementary	9/7/2026

R39-MONTH REEMPLOYMENT RIGHTS

Certificated Personnel

1082967	Layton	Kathleen	Teacher, Handicapped, Severely	Scandinavian Middle School	9/3/2026

TEMPORARY TO PROBATIONARY1

Certificated Personnel

1084128	Aguilera Gaspar	Jessica	Teacher, Elementary	Thomas Elementary	8/1/2026
1086048	Albarran-perez	Daisy	Teacher, Handicapped, Severely	Gibson Elementary	8/1/2026
1079908	Alkhandak	Marah	Teacher, Middle School	Terronez Middle School	8/1/2026
1087890	Allan	Sarah	Therapist, Spch/Lang/Hrng/Dis	Special Ed	8/1/2026
1083111	Allison	Brittaney	Teacher, Senior High	Edison High School	8/1/2026
1087294	Andrade	Byanca	Teacher, Bilingual	Centennial Elementary	8/1/2026
1082171	Araiza	Morgan	Therapist, Spch/Lang/Hrng/Dis	Special Ed	8/1/2026
1061724	Asbury	Malinda	Teacher, Music, Elementary	Music/Visual and Perform Arts	8/1/2026
1070795	Ballesteros	Christopher	Teacher, Senior High	Hoover High School	8/1/2026
1076323	Banuelos	Danielle	Teacher, Elementary	Muir Elementary	8/1/2026
1088802	Baptista	Alicia	Therapist, Spch/Lang/Hrng/Dis	ELE-Speech Language Pathology	8/1/2026
1080505	Barcenas	Jessica	Teacher, Lrng Hndcp, Sdc	Balderas Elementary	8/1/2026
1081112	Barco	Benito	Teacher, Handicapped, Severely	Mclane High School	8/1/2026
1085893	Barragan	Naomi	Teacher, Bilingual	Lane Elementary	8/1/2026

1064262	Bechtel	Brittany	Teacher, Middle School	Fort Miller Middle School	8/1/2026
1079271	Bell	Lorne	Teacher, Lrng Hndcp, Sdc	Mclane High School	8/1/2026
1088908	Berber	Elizabeth	Teacher, Music, Elementary	Music/Visual and Perform Arts	8/1/2026
1086046	Bommersbach	Amy	Teacher, Autistic, Sdc	Viking Elementary	8/1/2026
1088878	Borlasa	Angela	Teacher, Music, Elementary	Music/Visual and Perform Arts	8/1/2026
1088871	Boxer	Olivia	Nurse	Health Services	8/1/2026
1064290	Brosius	Sarah	Teacher, Elementary	Viking Elementary	8/1/2026
1072447	Brown	Eric	Teacher, Lrng Hndcp, Sdc	Wishon Elementary	8/1/2026
1082309	Buckner	Whitney	Teacher, Elementary	Fremont Elementary	8/1/2026
1071696	Budd	Lindy	Teacher, Elementary	Homan Elementary	8/1/2026
1088809	Bush	Jonelle	Therapist, Spch/Lang/Hrng/Dis	ELE-Speech Language Pathology	8/1/2026
1067123	Calderon-Phangrath	Carlos	Teacher, Lrng Hndcp, Sdc	Edison High School	8/1/2026
1086044	Calles	Cynthia	Teacher, Autistic, Sdc	Kirk Elementary	8/1/2026
1082964	Campbell	Beth	Teacher, Senior High	Duncan Polytechnical	8/1/2026
1088814	Campos	Sandra	Teacher, Bilingual	Sunset Elementary	8/1/2026
1087959	Cantu	Christina	Teacher, Middle School	Wawona Middle School	8/1/2026
1083319	Caraco	Rebecca	Teacher, Lrng Hndcp, Sdc	Slater Elementary	8/1/2026
1079967	Cardoza	Mariela	Teacher, Senior High	Sunnyside High School	8/1/2026
1086008	Carrillo	Mayra	Specialist, Resource, Sp Ed	Hamilton K-8	8/1/2026
1088815	Casselberry	Nadedja	Teacher, Middle School	Scandinavian Middle School	8/1/2026
1082828	Castillolongoria	Marissa	Teacher, Elementary	Slater Elementary	8/1/2026
1086159	Choate	Arianna	Teacher, Middle School	Tioga Middle School	8/1/2026
1083112	Cisneros	Ron	Teacher, Lrng Hndcp, Sdc	Ahwahnee Middle School	8/1/2026
1070999	Cohetero	Jocelyn	Teacher, Senior High	Mclane High School	8/1/2026
1088803	Contreras	Juan	Teacher, Senior High	Roosevelt High School	8/1/2026
1077871	Cook	Blane	Teacher, Senior High	Sunnyside High School	8/1/2026
1072166	Corona Chavez	Karla	Teacher, Handicapped, Severely	Sequoia Middle School	8/1/2026
1078417	Coronado Pineda	Cynthia	Teacher, Bilingual	Sunset Elementary	8/1/2026
1086958	Cortez Rodriguez	Raquel	Teacher, Senior High	Sunnyside High School	8/1/2026
1080794	Cronk	Rachel	Teacher, Middle School	Tioga Middle School	8/1/2026
1085486	Cruz Camacho	David	Teacher, Senior High	Bullard High School	8/1/2026
1076362	Cruz Miguel	Carolina	Teacher, Elementary	Fremont Elementary	8/1/2026
1081645	Davies	Matthew	Teacher, Elementary	Viking Elementary	8/1/2026
1066953	Davis-Chachere	Mitchell	Teacher, Lrng Hndcp, Sdc	Mclane High School	8/1/2026
1088820	De Aro	Gynifer	Teacher, Senior High	Sunnyside High School	8/1/2026
1088865	Del Bosque	Pedro	Teacher, Continuation	George M Dewolf High School	8/1/2026
1061693	Diaz	Nicolet	Teacher, Senior High	Mclane High School	8/1/2026
1075339	Diaz	Silvia	Teacher, Bilingual	Burroughs Elementary	8/1/2026
1088806	Diaz Hernandez	Claudia	Teacher, Senior High	Bullard High School	8/1/2026
1070975	Diaz Rangel	Isabella	Teacher, Elementary	Music/Visual and Perform Arts	8/1/2026
1083029	Diaz-alaniz	Bianca	Teacher, Middle School	Scandinavian Middle School	8/1/2026
1086439	Dolores Cruz	Adela	Teacher, Elementary	Holland Elementary	8/1/2026
1081674	Draper	Melanie	Nurse	Health Services	8/1/2026
1089391	Duarte	Ana	Teacher, Elementary	Olmos Elementary	8/1/2026
1088801	Duncan	Nicole	Therapist, Spch/Lang/Hrng/Dis	ELE-Speech Language Pathology	8/1/2026
1079825	Eames	Jensen	Teacher, Lrng Hndcp, Sdc	Fresno High School	8/1/2026
1079441	Echeverria	Erica	Teacher, Bilingual	Jackson Elementary	8/1/2026
1079689	Elgedei	Lama	Teacher, Autistic, Sdc	Figarden Elementary	8/1/2026
1044615	Espinosa	Maria	Teacher, Elementary	Winchell Elementary	8/1/2026

1083677	Espinoza	Natalia	Teacher, Elementary	Heaton Elementary	8/1/2026
1076928	Ferriera	Chasity	Teacher, Elementary	Fremont Elementary	8/1/2026
1074309	Figueroa Barragan	Anai	Therapist, Spch/Lang/Hrng/Dis	Special Ed	8/1/2026
1086052	Fimbrez	Jeff	Specialist, Resource, Sp Ed	Kirk Elementary	8/1/2026
1084794	Fitzgerald	Christian	Teacher, Middle School	Fort Miller Middle School	8/1/2026
1086289	Fleming	Angelina	Teacher, Middle School	Sequoia Middle School	8/1/2026
1088842	Flores	Alejandra	Teacher, Middle School	Yosemite Middle School	8/1/2026
1086059	Foss	Mckenna	Teacher, Elementary	Slater Elementary	8/1/2026
1072444	Frias	Yesenia	Teacher, Bilingual	Burroughs Elementary	8/1/2026
1088965	Gallardo	Annamarie	Nurse	Health Services	8/1/2026
1083237	Gallardo Rios	Jeime	Teacher, Elementary	Heaton Elementary	8/1/2026
1088875	Gallichio	Lori	Teacher, Middle School	Cooper Middle School	8/1/2026
1082519	Galvez	Alisa	Teacher, Autistic, Sdc	Figarden Elementary	8/1/2026
1076357	Garcia	Crystal	Teacher, Elementary	Greenberg Elementary	8/1/2026
1080790	Garcia	Guadalupe	Teacher, Lrng Hndcp, Sdc	Wolters Elementary	8/1/2026
1085364	Garcia	Veronica	Teacher, Senior High	Sunnyside High School	8/1/2026
1088381	Garcia Avelar	Adriana	Teacher, Senior High	Sunnyside High School	8/1/2026
1082867	Garvey	Hannah	Teacher, Elementary	Figarden Elementary	8/1/2026
1086016	Gillanders	Adam	Teacher, Middle School	Kings Canyon Middle School	8/1/2026
1087892	Gilroy	Nicholas	Teacher, Music, Elementary	Music/Visual and Perform Arts	8/1/2026
1077930	Gomez	Lisandro	Teacher, Middle School	Kings Canyon Middle School	8/1/2026
1086056	Gomez	Lisette	Teacher, Lrng Hndcp, Sdc	Balderas Elementary	8/1/2026
1084598	Gonzales	Lorraine	Teacher, Child Dvlpmt Ctr	Dolores Huerta Child Dev Centr	8/1/2026
1085431	Gonzalez	Andrew	Teacher, Middle School	Tioga Middle School	8/1/2026
1084489	Gonzalez	Sulamit	Teacher, Elementary	Lincoln Elementary	8/1/2026
1080483	Gray	Chanell	Nurse	Health Services	8/1/2026
1061933	Grijalva	Richard	Teacher, Senior High	Sunnyside High School	8/1/2026
1086058	Grimmer	Matthew	Teacher, Middle School	Wawona Middle School	8/1/2026
1088831	Gutierrez	Alexandra	Teacher, Autistic, Sdc	Mayfair Elementary	8/1/2026
1084669	Gutierrez	David	Teacher, Middle School	Scandinavian Middle School	8/1/2026
1080190	Gutierrez- Valdez	Sandra	Teacher, Elementary	Greenberg Elementary	8/1/2026
1088800	Hale	Breeann	Teacher, Senior High	Sunnyside High School	8/1/2026
1078087	Harp	Madissen	Teacher, Middle School	Ahwahnee Middle School	8/1/2026
1081931	Hawkins	Jonah	Teacher, High School, eLearn Academy	Farber Online	8/1/2026
1086141	Hecker	Sydnee	Teacher, Senior High	Bullard High School	8/1/2026
1088804	Hendrix	Haley	Nurse	Health Services	8/1/2026
1084578	Heng	Yadira	Teacher, Middle School	Scandinavian Middle School	8/1/2026
1064517	Her	Daisy	Teacher, Child Dvlpmt Ctr	Cesar Chavez Child Dev Center	8/1/2026
1083423	Her	Faith	Teacher, Elementary	Lawless Elementary	8/1/2026
1085960	Her	Kaylin	Teacher, Elementary	Hamilton K-8	8/1/2026
1082933	Herms	Jaeden	Teacher, Senior High	Edison High School	8/1/2026
1075506	Hernandez	Jasmine	Teacher, Elementary	Pyle Elementary	8/1/2026
1081441	Hernandez Perez	Lizbeth	Teacher, Bilingual	Hidalgo Elementary	8/1/2026
1086066	Jackson	Samuel	Teacher, Senior High	Hoover High School	8/1/2026
1080493	Janecek	Melissa	Teacher, Senior High	Mclane High School	8/1/2026
1086050	Johnson	Ireland	Teacher, Elementary	Greenberg Elementary	8/1/2026
1086074	Jones	Trinity	Teacher, Elementary	Roeding Elementary	8/1/2026
1086688	Josserand	Victoria	Nurse	Health Services	8/1/2026
1086057	Kaleva	Logan	Teacher, Middle School	Kings Canyon Middle School	8/1/2026

1085650	Kalustian	Quincy	Teacher, Elementary	Winchell Elementary	8/1/2026
1087106	Kanemoto	Morgan	Teacher, Senior High	Roosevelt High School	8/1/2026
1077256	Kaur	Navdeep	Teacher, Elementary	Music/Visual and Perform Arts	8/1/2026
1084096	Kelsey-franco	Kiza	Teacher, Adaptive, PE	Rata	8/1/2026
1062270	Kruger	Kelly	Therapist, Spch/Lang/Hrng/Dis	ELE-Speech Language Pathology	8/1/2026
1085910	Lazar	Rachel	Teacher, Lrng Hndcp, Sdc	Wawona Middle School	8/1/2026
1076017	Leal	Michael	Teacher, Middle School	Terronez Middle School	8/1/2026
1082394	Ledesma	Blanca	Teacher, Middle School	Terronez Middle School	8/1/2026
1088810	Ledesma	Stephanie	Teacher, Senior High	Roosevelt High School	8/1/2026
1088816	Ledezma	Yailin	Teacher, Elementary	Slater Elementary	8/1/2026
1077795	Ledezma Gomez	Mariana	Teacher, Elementary	Aynesworth Elementary	8/1/2026
1088817	Lee	Hyun Jeong	Therapist, Spch/Lang/Hrng/Dis	ELE-Speech Language Pathology	8/1/2026
1069027	Lemus	Manuel	Teacher, Senior High	Roosevelt High School	8/1/2026
1084185	Lemus Lemus	Gabriela	Teacher, Bilingual	Winchell Elementary	8/1/2026
1081934	Lencioni	Stacy	Teacher, Lrng Hndcp, Sdc	Leavenworth Elementary	8/1/2026
1084777	Little	Trina	Teacher, Senior High	Mclane High School	8/1/2026
1069528	Lo	Bai	Teacher, Elementary	Kratt Elementary	8/1/2026
1088043	Locke	Aimee	Teacher, Middle School	Rutherford Gaston Middle School	8/1/2026
1088872	Lopez	Alyssa	Teacher, Middle School	Fort Miller Middle School	8/1/2026
1073816	Lopez	Andrea	Teacher, Elementary	Homan Elementary	8/1/2026
1088821	Lopez	Arnold	Teacher, Vocational Education	Duncan Polytechnical	8/1/2026
1079115	Luna	Angelica	Teacher, Elementary	Music/Visual and Perform Arts	8/1/2026
1088111	Madrigal	Vanessa	Therapist, Spch/Lang/Hrng/Dis	Special Ed	8/1/2026
1088819	Magana	Alicia	Teacher, Elementary	Vang Pao Elementary	8/1/2026
1037956	Manzo	Maria	Teacher, Lrng Hndcp, Sdc	Bakman Elementary	8/1/2026
1084187	Marlin	Nohelle	Teacher, Lrng Hndcp, Sdc	Wolters Elementary	8/1/2026
1085399	Matehuala	Omar	Teacher, Autistic, Sdc	Ewing Elementary	8/1/2026
1084156	Mauleon-delgado	Aracele	Teacher, Senior High	Roosevelt High School	8/1/2026
1086178	Mauricio Gregorio	Ana	Teacher, Senior High	Hoover High School	8/1/2026
1086071	Mccaa	Rayshawn	Teacher, Middle School	Fort Miller Middle School	8/1/2026
1079608	Mccoy	Ricky	Specialist, Resource, Sp Ed	Roosevelt High School	8/1/2026
1080479	Medina	Ana	Teacher, Middle School	Tehipite Middle School	8/1/2026
1086051	Mejia	Alexis	Teacher, Autistic, Sdc	Homan Elementary	8/1/2026
1076317	Mendez Lopez	Melina	Teacher, Handicapped, Severely	Powers Elementary	8/1/2026
1070039	Mendoza	Maria	Specialist, Resource, Sp Ed	Burroughs Elementary	8/1/2026
1083093	Meza Jauregui	Ileana	Teacher, Elementary	Winchell Elementary	8/1/2026
1085924	Moerdyk	Tiber	Teacher, Elementary	Roeding Elementary	8/1/2026
1085783	Montemayor	Briana	Specialist, Resource, Sp Ed	Sunnyside High School	8/1/2026
1085766	Morales	Dawn	Teacher, Middle School	Rutherford Gaston Middle School	8/1/2026
1049891	Moreno	Marcelo	Teacher, Lrng Hndcp, Sdc	Roeding Elementary	8/1/2026
1086286	Munoz	Elizabeth	Teacher, Senior High	Fresno High School	8/1/2026
1070783	Munoz	Jennifer	Teacher, Elementary	Vang Pao Elementary	8/1/2026
1079605	Munoz	Jessica	Teacher, Elementary	Bullard Talent K-8	8/1/2026
1080633	Navarro	Daniel	Teacher, Elementary	Turner Elementary School	8/1/2026
1083500	Neal	Tomica	Teacher, Middle School	Tenaya Middle School	8/1/2026
1079055	Nelson	Jacob	Teacher, Middle School	Rutherford Gaston Middle School	8/1/2026
1089988	Nevarez	Hannah	Therapist, Spch/Lang/Hrng/Dis	Special Ed	8/1/2026
1076175	Nolen	Connor	Teacher, Middle School	Edison-Computech 7-8	8/1/2026
1084142	Norris	Lexi	Teacher, Elementary	Ericson Elementary	8/1/2026

1088903	Obagi-tapia	Ivette	Teacher, Elementary	Gibson Elementary	8/1/2026
1080495	Ochoa	Melina	Teacher, Elementary	Viking Elementary	8/1/2026
1088808	Olmos	Stephen	Teacher, Middle School	Rutherford Gaston Middle School	8/1/2026
1082386	Osuna	Zack	Teacher, Elementary	Slater Elementary	8/1/2026
1088822	Panara	Dixa	Therapist, Spch/Lang/Hrng/Dis	Special Ed	8/1/2026
1088812	Parra	Celeste	Teacher, Middle School	Yosemite Middle School	8/1/2026
1071609	Pascual	Jireh	Teacher, Autistic, Sdc	Figarden Elementary	8/1/2026
1077978	Pelayo-Alcazar	Monica	Teacher, Bilingual	Leavenworth Elementary	8/1/2026
1081723	Peres-Leal	Cristal	Teacher, Elementary	Heaton Elementary	8/1/2026
1082198	Perotti	Brittnie	Teacher, Music, Elementary	Music/Visual and Perform Arts	8/1/2026
1071608	Pilippange	Shalika	Teacher, Individual, Small Grp	Fulton School	8/1/2026
1074948	Pineda Medina	Daisy	Teacher, Lrng Hndcp, Sdc	Wilson Elementary	8/1/2026
1088916	Plasencia Garcia	Daniela	Teacher, Elementary	Jackson Elementary	8/1/2026
1088876	Plasencia Garcia	Julia	Teacher, Bilingual	Rowell Elementary	8/1/2026
1086144	Pokorny	Julianna	Teacher, Lrng Hndcp, Sdc	Roeding Elementary	8/1/2026
1083816	Pollard	Zoe	Teacher, Middle School	Kings Canyon Middle School	8/1/2026
1065981	Portillo-Velasquez	Yajaira	Teacher, Senior High	Mclane High School	8/1/2026
1088961	Powell Roy	Margaret	Teacher, Autistic, Sdc	Malloch Elementary	8/1/2026
1075064	Prentice	Lindsay	Teacher, Lrng Hndcp, Sdc	Mclane High School	8/1/2026
1086287	Puentes	Jocelyn	Teacher, Senior High	Mclane High School	8/1/2026
1086248	Pulido	Jordan	Teacher, Senior High	Roosevelt High School	8/1/2026
1052732	Quiroz Vargas	Maximina	Teacher, Handicapped, Severely	Adult Transition Prog Fairmont	8/1/2026
1082248	Ramirez	Brittany	Teacher, Autistic, Sdc	Olmos Elementary	8/1/2026
1087521	Ramirez	Virginia	Teacher, Middle School	Terronez Middle School	8/1/2026
1088114	Ramirez-Quezada	Araceli	Therapist, Spch/Lang/Hrng/Dis	Special Ed	8/1/2026
1085963	Rangel Quezada	Alma	Teacher, Elementary	Roeding Elementary	8/1/2026
1082244	Redfield	Amie	Therapist, Spch/Lang/Hrng/Dis	Special Ed	8/1/2026
1084737	Reyes	Allyson	Teacher, Lrng Hndcp, Sdc	Bullard High School	8/1/2026
1063520	Reyna Hernandez	Jessica	Teacher, Lrng Hndcp, Sdc	Columbia Elementary	8/1/2026
1071026	Riddlesprigger	Makayla	Therapist, Spch/Lang/Hrng/Dis	Special Ed	8/1/2026
1085926	Rincon Gomez	Aileen	Teacher, Lrng Hndcp, Sdc	Bakman Elementary	8/1/2026
1088327	Rios	Alana	Teacher, Vocational Education	Bullard High School	8/1/2026
1086450	Rios	Arline	Teacher, Elementary	Viking Elementary	8/1/2026
1083824	Rios	Mariana	Teacher, Elementary	Hidalgo Elementary	8/1/2026
1081159	Robinson	Bryan	Teacher, Elementary	Hamilton K-8	8/1/2026
1087246	Robledo	Juan	Teacher, Vocational Education	Duncan Polytechnical	8/1/2026
1082471	Rodriguez	Brian	Teacher, Elementary	Kirk Elementary	8/1/2026
1045036	Rodriguez	Vanessa	Teacher, Child Dvlpmt Ctr	Scandinavian Child Dev Center	8/1/2026
1085409	Romero	Maria	Teacher, Bilingual	Roeding Elementary	8/1/2026
1061086	Rousan	Joseph	Teacher, Lrng Hndcp, Sdc	Scandinavian Middle School	8/1/2026
1084304	Ruelas	Nohemi	Teacher, Senior High	Fresno High School	8/1/2026
1086193	Ruiz Aguirre	Yarely	Teacher, Bilingual	Rowell Elementary	8/1/2026
1076390	Ruiz De La O	Elizabeth	Teacher, Elementary	Heaton Elementary	8/1/2026
1080174	Saavedra Santoyo	Daniel	Teacher, Senior High	Edison High School	8/1/2026
1071382	Saeed Castellan	Sabrina	Teacher, Senior High	Edison High School	8/1/2026
1075548	Salas	Katie	Teacher, Handicapped, Orth Sdc	Special Ed	8/1/2026
1038801	Salcido	Felicia	Teacher, Elementary	Turner Elementary School	8/1/2026
1086452	Sanchez	Alejandro	Teacher, Bilingual	Ewing Elementary	8/1/2026
1083946	Sanchez	Lucas	Teacher, Elementary	Vang Pao Elementary	8/1/2026

1086596	Sanchez Lomeli	Esperanza	Teacher, Senior High	Roosevelt High School	8/1/2026
1084891	Sanders	Lurenn	Teacher, Elementary	Thomas Elementary	8/1/2026
1086054	Santiago	Daniela	Teacher, Elementary	Winchell Elementary	8/1/2026
1087725	Schoenfeld	Tyler	Teacher, Senior High	Edison High School	8/1/2026
1088805	Scott	Allyn	Teacher, Senior High	Mclane High School	8/1/2026
1088807	Self	Eric	Teacher, Vocational Education	Farber Independent Study	8/1/2026
1088113	Sepeda	Marissa	Teacher, Middle School	Sequoia Middle School	8/1/2026
1088840	Siegl	Erica	Teacher, Elementary	Malloch Elementary	8/1/2026
1087674	Singh	Melinda	Nurse	Health Services	8/1/2026
1081495	Singh	Pardeep	Teacher, Continuation	Farber School of Credit Attain	8/1/2026
1078185	Smith	Audra	Teacher, Elementary	Muir Elementary	8/1/2026
1086055	Smith	Kyra	Teacher, Elementary	Muir Elementary	8/1/2026
1087990	Soeung	Joann	Nurse	Health Services	8/1/2026
1083175	Solano	Nalleli	Teacher, Autistic, Sdc	Lowell Elementary	8/1/2026
1080928	Spalard	Gabrielle	Teacher, Senior High	Hoover High School	8/1/2026
1077176	Stegall	Nicholas	Teacher, Senior High	Bullard High School	8/1/2026
1086020	Stodden	Elizabeth	Teacher, Elementary	Delmar Elementary	8/1/2026
1087140	Toor	Jaspreet	Teacher, Senior High	Bullard High School	8/1/2026
1082447	Turnbull	Maria	Teacher, Elementary	Music/Visual and Perform Arts	8/1/2026
1078381	Turner	Elizabeth	Teacher, Elementary	Olmos Elementary	8/1/2026
1088919	Valdez	Ruby	Nurse	Health Services	8/1/2026
1087145	Valle Guerrero	Erika	Teacher, Elementary	Vinland Elementary School	8/1/2026
1081827	Vang	Bruce	Teacher, Elementary	Lawless Elementary	8/1/2026
1070869	Vang	Jannie	Teacher, Elementary	Hidalgo Elementary	8/1/2026
1061189	Vang	Ka	Nurse	Health Services	8/1/2026
1067195	Vang	Kongmeng	Teacher, Music, Elementary	Music/Visual and Perform Arts	8/1/2026
1027325	Vang	Mai	Teacher, Bilingual	Balderas Elementary	8/1/2026
1067946	Vang	Mai Kao	Teacher, Elementary	Muir Elementary	8/1/2026
1080538	Vang	Mainhia	Teacher, Elementary	Turner Elementary School	8/1/2026
1081204	Vang	Pangchia	Teacher, Lrng Hndcp, Sdc	King Elementary	8/1/2026
1080341	Vasquez	Norma	Teacher, Elementary	King Elementary	8/1/2026
1088460	Velasquez	Teresa	Nurse	Health Services	8/1/2026
1082870	Velez	Melissa	Teacher, Bilingual	Birney Elementary	8/1/2026
1085952	Verduzco	Angeles	Teacher, Middle School	Tenaya Middle School	8/1/2026
1042033	Vincent	Angela	Teacher, Senior High	Sunnyside High School	8/1/2026
1085646	Vue	Gabrielle	Teacher, Child Dvlpmt Ctr	Dolores Huerta Child Dev Centr	8/1/2026
1086053	Vue	Ivy	Teacher, Middle School	Fort Miller Middle School	8/1/2026
1068951	Walker	Dajshonique	Teacher, Lrng Hndcp, Sdc	Roosevelt High School	8/1/2026
1069394	West	Heaven	Teacher, Elementary	Kratt Elementary	8/1/2026
1047930	Willet	Cherelyn	Teacher, Senior High	Hoover High School	8/1/2026
1088798	Williams	Megan	Teacher, Lrng Hndcp, Sdc	Lincoln Elementary	8/1/2026
1084213	Wilson	Madelin	Teacher, Elementary	Robinson Elementary	8/1/2026
1078728	Wood	Tyler	Teacher, Continuation	George M Dewolf High School	8/1/2026
1067520	Wristen	Meghan	Teacher, Lrng Hndcp, Sdc	Hidalgo Elementary	8/1/2026
1050411	Xiong	Ger	Teacher, Middle School	Terronez Middle School	8/1/2026
1068473	Xiong	Ia	Teacher, Elementary	Viking Elementary	8/1/2026
1078266	Xiong	Mai	Teacher, Child Dvlpmt Ctr	Dolores Huerta Child Dev Centr	8/1/2026
1088905	Yang	Chong	Teacher, Middle, eLearn Academy	Farber Online	8/1/2026
1077781	Yang	John	Teacher, Elementary	Powers Elementary	8/1/2026

1077199	Yang	Millenia	Teacher, Autistic, Sdc	Pyle Elementary	8/1/2026
1084593	Yang	Xher	Teacher, Child Dvlpmt Ctr	Roosevelt Pace Center	8/1/2026
1073833	Zarate	Alexis	Teacher, Elementary	Balderas Elementary	8/1/2026
1081002	Zuzlewski	Emilie	Teacher, Elementary	Slater Elementary	8/1/2026

Classified Personnel

1081842	Manzo	Rosa	Paraprofessional - Itinerant, SPED	Special Ed	8/1/2026

PROMOTIONS

Classified Personnel

1069450	Alvarez	Denise	Manager, School Office Middle	Sequoia Middle School	8/17/2026
1088156	Her	Timothy	Paraprof, Mild/Moderate Support Needs	Roeding Elementary	8/12/2026
1075896	Hernandez	Louanna	Nutrition Services Manager	Rutherford Gaston Middle School	8/7/2026
1087895	Perez	Joelene	Nutrition Services Operator	Nutrition Services	8/14/2026

Management Certificated

1041043	Aquino	Tashiana	Principal III	Rutherford Gaston Middle School	7/20/2026
1065889	Braun	Kari	Manager III, SPED Prog & Serv	Special Educ Administration	7/20/2026
1050481	Chang	Toua	Vice Principal II	Duncan Polytechnical	7/20/2026
1050535	Chiarito Bourdase	Ashlee	Principal III	Baird	7/20/2026
1076558	Esparza Borja	Horacio	Manager II, English Lang Dev	Multi-Lingual/Multi-Cultural	8/12/2026
1034146	Jimenez	Erica	Principal III	Yosemite Middle School	7/20/2026
1031085	Lee	Thoua	Vice Principal II	Secondary/Adult Education	7/20/2026
1032276	Melton	Job	Manager III, SPED Prog & Serv	Special Educ Administration	7/20/2026
1069129	Stephenson	Melissa	Manager III, SPED Prog & Serv	Special Ed	7/20/2026
1031772	Teran	Carmela	Principal III	Scandinavian Middle School	7/20/2026
1038261	Vang	Xiong	Principal III	Edison-Computech 7-8	7/20/2026
1064185	Villanueva-Langdon	Isacc	Principal III	Wawona Middle School	7/20/2026

Management Classified

1079638	Urbano	Rikkie	Manager, Business Operations	Special Educ Administration	8/17/2026

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 23, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Meeting Minutes

ITEM DESCRIPTION: Included in the Board material are draft minutes for the Fresno Unified School District Board of Education regular meeting held September 09, 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

September 09, 2026
Fresno, California
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 September 09, 2026, there were present Board Members Cazares, Davis, Islas, Jonasson Rosas, Levine, Thomas, and Wittrup. Superintendent Her was also present.

Board President Islas CONVENED the Regular Board Meeting at 4:34 p.m.

PLEDGE OF ALLEGIANCE
Paul Idsvoog led the Pledge of Allegiance.

OPPORTUNITY for Public Comment on Closed Session Items
For the record, the Board received zero (0) public requests to address the Board on Closed Session items.

A. RECEIVE INFORMATION & REPORTS
For the record, there were no items for this section of the agenda.

Board President Islas ADJOURNED the Regular Board Meeting to Closed Session at 4:35 p.m.

For the record, Closed Session was extended to 7:30 p.m.

Board President Islas RECONVENED the meeting to Open Session at 7:35 p.m.

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Reporting Out of Closed Session

Clerk Levine reported the following:

On a motion by Board Clerk Levine, seconded, by Board Member Wittrup, the Board took action in Closed Session on a Risk Management Settlement for Ayden Smith, Case No. GL23-0630-9348, by a roll call vote of 6-1-0-0 as follows: AYES: Board Members: Cazares, Davis, Thomas, Wittrup, Clerk Levine, and President Islas. NOES: Board Member Jonasson Rosas.

On a motion by Board Member Davis, seconded, by Board Member Thomas, the Board took action in Closed Session on a Risk Management Settlement for Dulce Tellez Ramirez and Juana Francisca Ramirez, Case No. GL24-0925-12850, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and President Islas.

On a motion by Board Member Jonasson Rosas, seconded, by Board Member Thomas, the Board took action in Closed Session to deny Minor, Claim No. GL19-0901-18247, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and President Islas.

On a motion by Board Member Cazares, seconded, by Board Member Davis, the Board took action in Closed Session to deny Minor, Claim No. GL26-0301-17238, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and President Islas.

On a motion by Board President Islas, seconded, by Board Member Jonasson Rosas, the Board took action in Closed Session to deny Minor, Claim No. GL26-0622-18154, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and President Islas.

On a motion by Board Member Cazares, seconded, by Board Member Wittrup, the Board took action in Closed Session to deny Tienesha Grier, Claim No. GL26-0211-18255, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and President Islas.

On a motion by Board Member Wittrup, seconded, by Board Member Cazares, the Board took action in Closed Session to deny Minor, Claim No. GL26-0202-17121, by a roll call vote of 6-0-1-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Wittrup, Clerk Levine, and President Islas. ABSTENTIONS: Board Member Thomas.

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On a motion by Board Member Davis, seconded, by Board Member Cazares, the Board took action in Closed Session to deny Minor, Claim No. GL26-0120-18231, by a roll call vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Wittrup, Clerk Levine, and President Islas. ABSENT: Board Member Thomas.

On a motion by Board Member Davis, seconded, by Board Member Cazares, the Board took action in Closed Session to deny Jose Ricardo De Jesus Negrete, Claim No. GL26-0220-18179, by a roll call vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Wittrup, Clerk Levine, and President Islas. ABSENT: Board Member Thomas.

For the record, Clerk Levine read the approved Board Shared Agreements as follows:

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

B. CONFERENCE AND DISCUSSION AGENDA

B-1, DISCUSS and APPROVE the 2025/26 Unaudited Actual Financial Report, the 2025/26 Year-End Budget Revision, and ADOPT Resolution No. 27-06, Gann Appropriation Limit

For the record, the Board received three (3) public requests to speak on agenda item B-1, Discuss and Approve the 2025/26 Unaudited Actual Financial Report, the 2025/26 Year-End Budget Revision, and Adopt Resolution No. 27-06, Gann Appropriation Limit. The individuals' names and summary of topic are as follows:

1. Alina Cortez asked where did all the money go.
2. Brenda Quispe commented on not understanding how money was budgeted for field trips and then disappeared. Quispe thanked the Foundation for donating money to fund field trips for one year, but Quispe would still like the district, parents, and educators to find different ways to support and empower schools. Quispe addressed the cost of legal fees for Trustee Thomas.

For the record, Board President Islas invited Chief Financial Officer, Patrick Jensen to the podium to address the misinformation circulating about field trips.

For the record, a summary of the information Patrick Jensen shared is as follows:

> Schools have always been allocated money for field trips. This has been the case for decades. One of the things the district chose to do, beginning in 2016 with full Local Control Funding Formula (LCFF) funding, and then increasing right after COVID, was to provide an additional district office fund; to provide additional field trips, to basically guarantee field trips at every single school.
>
> One of the things that happened this past year is we reduced the central office funding for field trips by about 50%. This did not change school budgets or their field trip funding money.
>
> As to the question, where did the money go? This one is hard, but the money is not there anymore. We received funding based on the number of students we have in the district. The district lost 900 students last year and 1800 students this year; so, with fewer students the state of California pays the district less money. When we have less money, that is when we must make hard choices and reductions.
>
> The money did not go anywhere; it just does not exist anymore.

Member Cazares commented that the question about where the money went stems from last year when planning for this year's budget, the Board approved money for field trips and then there was a miscommunication that the money did not exist anymore.

Member Cazares commented that the money did exist and asked Mr. Jensen to clarify that there was money approved in the budget for field trips and where it is now in the budget.

For the record, a summary of the information Patrick Jensen shared is as follows:

> When comparing last year's LCAP with this year's LCAP, there is money allocated in both years; however, the amount of money in last year's LCAP was reduced from approximately $5.6 million to around $2.3 million. Additionally, all those funds were allocated to all of the school sites and are part of their budgets and have been available for the sites to spend since their budgets opened on July 01, 2026.

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At this time, the Board returned to the final public speaker. The individual's name and a summary of topic are as follows:

3. Eileen Jane Giron shared comments as follows: communication between school and home needs improvement, elected officials should listen to parents, Giron shared a feeling of not being heard and a belief that money is being wasted and not budgeted correctly.

For the record, Board President Islas invited Chief Financial Officer, Patrick Jensen to the podium to address the misinformation circulating about resources used for school renovations and facility improvements.

For the record, a summary of the information Patrick Jensen shared is as follows:

School renovations are funded by bond dollars, a separate fund from the general fund. The school board issues bonds; those bonds are sold which creates a pool of money that is then repaid in the form of property taxes. Bond funds are completely separate from the general fund and can only be spent on construction and renovation of buildings. The district cannot use those funds for general operating expenses.

Some of the funds used for the Education Center renovation are from the general fund. The Education Center building is approximately 100 years old, built in 1939 just prior to World War II. The building is free, but it is old and therefore the Heating, Ventilation, and Air Conditioning systems, the electrical systems, the water pipes, everything is nearly 100 years old. The structural integrity of the building is good it's steel reinforced concrete and block, but all the systems are aging. It is significantly less expensive to the district to renovate this building than to rent Class A office space downtown.

Currently, asbestos abatement is taking place, electrical upgrades, and the building is being painted due to chunks missing off of the building.

It is not suggested that spending $1.8 million is insignificant, but it is less expensive for the district to maintain this building and keep it in good condition than it would be to lease office space downtown.

For the record, Board Members provided comments and raised questions about agenda item B-1. A summary of Board Member feedback is below:

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Member Jonasson Rosas reiterated for the record that the information in agenda item B1 represents the 2025/26 district budget not the 2026/27 district budget. Commenting that the picture for 2026/27 is less rosy. For those interested in the district budget, how programs are funded, and how enrollment and attendance matter, Member Jonasson Rosas requested staff to share about the Board Workshop held next week, Wednesday, September 16, 2026.

Member Jonasson Rosas requested clarity as to what it means to the district that the expected 700 students are no longer slated to attend Fresno Unified.

Member Jonasson Rosas requested clarity as to whether the district, during 2026/27, is in the position of needing to cut $11 million.

President Islas referenced page five of the support material, specifically charter schools, and asked how the ending fund balance impacts the district.

For the record, Patrick Jensen was available to provide clarity.

On a motion by Board Member Thomas, seconded by Board Clerk Levine, the Board approved the 2025/26 Unaudited Actual Financial Report, the 2025/26 Year-End Budget Revision, and adopted Resolution No. 27-06, Gann Appropriation Limit, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and President Islas.

B-2, DISCUSS and APPROVE the Initial 2026/27 Reopener Proposal from the California School Employees Association, Chapter 125 to Fresno Unified School District

For the record, the Board received zero (0) public requests to speak on agenda item B-2, Discuss and Approve the Initial 2026/27 Reopener Proposal from the California School Employees Association, Chapter 125 to Fresno Unified School District.

For the record, David Chavez was available to provide clarity.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Thomas, the Board approved the Initial 2026/27 Reopener Proposal from the California School Employees Association, Chapter 125 to Fresno Unified School District, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and President Islas.

B-3, DISCUSS and APPROVE the 2026/27 Initial Reopener Proposal from Fresno Unified School District to the California School Employees Association, Chapter 125

For the record, the Board received zero (0) public requests to speak on agenda item B-3, Discuss and Approve the 2026/27 Initial Reopener Proposal from Fresno Unified School District to the California School Employees Association, Chapter 125.

For the record, David Chavez was available to provide clarity.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Thomas, the Board approved the Initial 2026/27 Reopener Proposal from Fresno Unified School District to the California School Employees Association, Chapter 125, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and President Islas.

OPPORTUNITY for Public Comment on Consent Agenda Items

For the record, the Board received six (6) public requests to speak on the Consent Agenda. The individuals' names and summary of topic are as follows:

1. Trisha Olson addressed agenda items C-5, Approve the Board Quarterly Time Use Evaluation; C-6, Approve Agreement with Career Nexus; and C-8, Approve Award of Request for Proposals No. 27-03, Portrait of a Learner Project-Based Learning Services; specifically, transparency, parent participation, Expanded Learning Opportunities Program spending, and contract accountability.
2. Riley Talford addressed agenda item C-11, Ratify Agreement with the City of Fresno Police Department for School Resource Officers; specifically, requesting the Board to consider if this is the best way to support safety issues.
3. Kristina Holmes-McIntyre addressed agenda item C-11, Ratify Agreement with the City of Fresno Police Department for School Resource Officers; specifically, it is important to know that SRO officers are used as a weapon against parents. Homes-McIntyre asked what is being prioritized with this agreement.
4. Smiley addressed the field trip situation and expressed hope that other employees will not be disenfranchised. Smiley asked why Fresno Unified is losing students when the City of Fresno is growing; asking if it could be related to the district cutting programs or increasing salaries of people that are not even teaching. Smiley asked why officers are placed at schools; commenting that whether a person believes it or not, for people of color there is a racist pipeline to prison.

5. Sandra Celedon addressed agenda item C-11, Ratify Agreement with the City of Fresno Police Department for School Resource Officers; specifically, to request the Board to eliminate using $5.6 million education dollars to subsidize the Fresno Police Department; commenting that as taxpayers, parents should not be doubly taxed for officers to perform regular duty law enforcement services. Celedon commented that Board members should exercise their fiduciary duty to ensure dollars are used to advance students.
6. Eileen Jane Giron addressed agenda item C-11, Ratify Agreement with the City of Fresno Police Department for School Resource Officers; specifically commenting on training for officers and referencing an incident at the school in which Eileen works.

On a motion by Board Member Davis, seconded by Board Member Jonasson Rosas, the Board approved the Consent Agenda with the exception of agenda items C6, C8, C11 pulled for further discussion, and C13 for a trustee recusal, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and President Islas.

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 August 12, 2026.

C-2, ADOPT Resolution No. 27-05, Final Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Norseman Elementary School Project and APPROVE Project

ADOPTED as recommended, Resolution No. 27-05. **APPROVED as recommended**, the project.

C-3, APPROVE Personnel List

APPROVED as recommended, the personnel List, Appendix A, as submitted.

C-4, APPROVE Meeting Minutes

APPROVED as recommended, draft minutes of the Fresno Unified School District Board of Education regular meeting held August 26, 2026.

C-5, APPROVE the Board Quarterly Time Use Evaluation
APPROVED as recommended, the Board Quarterly Time Use Evaluation for April 2026, through June 2026.

C-6, APPROVE Agreement with Career Nexus
APPROVED as recommended, an agreement with Career Nexus to continue the sub-lease agreement for the College and Career Readiness Center, located on the corner of Shields and Millbrook Avenues.

For the record, Board Members provided comments and raised questions about agenda item C-6. A summary of Board Member feedback is below:

Member Davis requested clarity about renovations to a warehouse at the College and Career Center. Member Davis requested clarity as to members of industry working with students via Project Labor Agreements and how many students have benefited. Member Davis requested the average number of students that receive certificates.

Member Cazares requested clarity as to the site's main purpose, what percentage of the site does the district occupy, and plans for future use.

Member Thomas requested overview and outcomes of the first responder pathways.

Member Jonasson Rosas requested staff to think creatively on how the district can use existing space rather than leasing property.

For the record, Carlos Castillo, Ed.D. and Mr. Ward were available to provide clarity.

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

C-7, APPROVE Agreements for Legal Services for the 2026/27 Fiscal Year
APPROVED as recommended, a list of legal firms recommended for approval to provide legal services to Fresno Unified school District during the 2026/27 Fiscal Year.

C-8, APPROVE Award of Request for Proposals No. 27-03, Portrait of a Learner Project-Based Learning Services
APPROVED as recommended, Request for Proposals (RFP) No. 27-03, Portrait of a Learner Project-Based Learning Services (PBL), to select a vendor to provide PBL, deeper learning, adult professional learning, instructional coaching, and largescale educational systems implementation.

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For the record, Board Members provided comments and raised questions about agenda item C-8. A summary of Board Member feedback is below:

Member Wittrup requested clarity as to how long the district has had a coaching contract tied to the Portrait of a Learner work and when will district staff have the capacity to do the work; commenting that if the district is going to invest this much money every year, it needs a sustainable plan for the district to take over the work.

Member Cazares shared feedback from staff in which staff ask why they are not being asked to help with the work as they are the experts on their students rather than outside consultants. Member Cazares asked how this contract looks in comparison to the budget. Member Cazares commented that the formation of the goal is meant to include staff in building the Portrait of a Learner and not an outside consultant.

For the record, Carlos Castillo, Ed.D., was available to provide clarity.

On a motion by Board Member Davis, seconded by Board Clerk Levine, the Board approved the award of Request for Proposals No. 27-03, Portrait of a Learner Project-Based Learning Services, by a roll call vote of 5-2-0-0 as follows: AYES: Board Members Davis, Thomas, Wittrup, Clerk Levine, and President Islas. NOES: Board Members Cazares and Jonasson Rosas.

C-9, RATIFY Agreement with the Fresno County Superintendent of Schools for the Promoting Equity and Quality in Early Care and Education Grant Award
RATIFIED as recommended, an agreement with the Fresno County Superintendent of Schools. Early Learning will receive funding from the Promoting Equity and Quality in Early Care and Education grant award. The funds will be used to provide ongoing instructional coaching on, but not limited to, curriculum, child developmental screenings, child assessments, instruction, environment, and supporting children's behavior, in alignment with the Early Stars Program.

C-10, RATIFY Inter-Jurisdictional Exchange Agreement between State Center Community College District and Fresno Unified School District
RATIFIED as recommended, an Inter-Jurisdictional Exchange Agreement between State Center Community College District (SCCCD) and Fresno Unified School District (FUSD) to provide staffing support to the State Center Adult Education Consortium (SCAEC) during the 2026/27 fiscal year. The agreement covers Pang Vangyi, an employee on loan to SCAEC.

C-11, RATIFY Agreement with the City of Fresno Police Department for School Resource Officers
RATIFIED as recommended, an agreement with the City of Fresno Police Department (FPD) to provide twenty-six School Resource Officers (SRO) to the school sites as follows: Bullard, Farber Ed Center, DeWolf, Duncan, Edison,

Fresno, Hoover, McLane, Phoenix, Roosevelt, Sunnyside, Ahwahnee, Terronez, Gaston, Tenaya, Kings Canyon, Fort Miller, Tioga, Scandinavian, Sequoia, Tehipite, Cooper Academy, Computech, Baird, Yosemite, and Hamilton. The term of this agreement is July 01, 2026, through June 30, 2027.

For the record, Board Members provided comments and raised questions about agenda item C-11. A summary of Board Member feedback is below:

President Islas reiterated the concern of the community calling to question the use of money for this agreement, specifically when the district faces financial difficulties.

President Islas shared personal challenges to this agreement, such as the district paying full-time for 260 days rather than the approximate185 days or approximately 72% of time the school resource officers would be on campuses. President Islas commented it is not reasonable to pay 95% for time, for vehicles the district will never own, as well as sergeants that will not be on campus.

President Islas commented that the Board has reduced contracts and the Board has further information that needs to be addressed before the Board can consider this item for approval. President Islas motioned to table the item to provide time to have questions answered.

Clerk Levine echoed comments made by President Islas and commented that most all people can agree safety is an important concern and the disconnect may come from equating safety with policing. Clerk Levine noted there are proven strategies, interventions, resources, and programs that are effective if not more effective in supporting safety on campuses. Clerk Levine commented that public speakers have shared that the presence of police officers on campus have often had the opposite effect of instilling confidence and safety in our students.

Clerk Levine noted that this contract is approximately $6 million at a time when the district is facing a stressful and declining budget, with declining revenue and facing a further decline in student enrollment that equates to approximately an additional $10 million in budget cuts. Clerk Levine commented with full support to table the item to allow time for further questions and to scrutinize the agreement to ensure it is an effective and responsible use of resources.

Clerk Levine commented that the Board has made significant steps investing in alternative programs around violence prevention, student safety, protecting students that need that most direct intervention and asked what supports and investments have been put in place by the district that are an alternative to policing, an investment in safety; asking whether police officers are the right investment.

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Clerk Levine requested a full list of investments and programs covering the last few years, which should include recent data broken down by student demographic groups which will show SRO interactions with students both voluntary and involuntary. Clerk Levine is very interested in ensuring that having SROs on campus is not having detrimental and negative effects on students.

Clerk Levine noted that Student Advisory Board members will be joining in the next few weeks and expressed hope that the district has taken recent steps to listen to and ask students their thoughts on the effectiveness of having SROs on campuses; whether it is having the intended effect or potentially an adverse impact.

Member Wittrup expressed appreciation for police officers on campus during Wittrup's 37 years with the district, commenting that they saved her life more than once.

Member Wittrup expressed concern with the agreement as presented, commenting it does not appear the district is getting its money's worth, echoing similar concerns as President Islas in terms of days worked and cost of vehicles. Wittrup commented that it does not seem right, it is a lot of money, and the district is paying more than it should.

Member Wittrup questioned who is negotiating this contract, noting that it does not feel like Fresno Unified is getting a very good deal, it is a lot of money when the district does not have a lot of money.

Member Wittrup commented it is disappointing that the district is not getting the very best deal that could be made.

Member Thomas requested clarity as to the parameters of the School Resource Officers' work at school sites.

Member Davis would like to see the data for the programs the School Resource Officers support/work.

Member Jonasson Rosas commented with frustration for this agreement and noted that the same issues from three years ago are still reflected; commented that other districts have better agreements and is annoyed that district staff have not listened to the Board.

Member Cazares echoed comments made by Member Jonasson Rosas and noted that issues with the agreement go back further than three years.

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Member Cazares asked if the district is currently operating without a contract. Member Cazares commented that it would have been ideal to have staff from the Fresno Police Department present to answer questions.

Member Cazares read an email received from a student.

President Islas addressed comments presented by the public one of which is if the Board did significantly reduce the contract, the Board could redirect millions of dollars to field trips and other needs. The second comment President Islas addressed was about SROs working over the summer, pointing out that the district does not have all of the campuses open during the summer and that would be a reduction due to the number of sites. President Islas reiterated that there is insufficient reason for the district to continue to pay 95% of their time, plus the cars, the sergeants, their retirement, it is excessive. President Islas noted sporting events are usually at times when the district would have to pay overtime, asking if this was the best use of resources.

President Islas requested that staff capture the Board members' questions and requested answers be provided in a board communication or addressed at the Board meeting.

For the record, David Ray and Deputy Superintendent, Ben A. Drat, Ed.D., were available to provide clarity.

President Islas motioned to table the item to provide time to have questions answered. Clerk Levine seconded the motion.

On a motion by President Islas, seconded by Clerk Levine, the Board voted to table the item to a future meeting by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, Clerk Levine, and Board President Islas.

C-12, RATIFY Purchase Orders Issued June 01, 2026, through June 20, 2026 – Primary Report

RATIFIED as recommended information on purchase orders issued June 01, 2026, through June 30, 2026, Primary Report. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

C-13, RATIFY Purchase Orders Issued June 01, 2026, through June 30, 2026 – Supplemental Report

RATIFIED as recommended information on purchase orders issued June 01, 2026, through June 30, 2026, Supplemental Report.

Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

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

> Agenda item C-13 on tonight's Consent Agenda includes purchase orders between Fresno Unified School District and CSU Fresno, 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 Davis, seconded by Board President Islas, the Board ratified purchase orders issued June 01, 2026, through June 30, 2026, Supplemental Report, by a roll call vote of 6-0-1-0 as follows: AYES: Board Members Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, and President Islas. ABSTENTIONS: Board Member Levine.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received ten (10) public requests to address the Board during Unscheduled Oral Communications. The individual's name and a summary of topics are as follows:

1. Gregory Gallardo shared concerns related to possible violation of employee bargaining rights under California School Employee Association, Chapter 125.
2. Angela Barrett advocated pay cuts to administrative salaries with reallocation of funds. Questioned how subsidizing field trips for the district affected the budget for Foundation for Fresno Unified Students.
3. Pillar Reyes requested the district to clearly explain what happened and how the three different amounts are related, the original $2.35 million in the LCAP, then $2.2 million, and now the Foundations donation of $1.5 million. Reyes requested clarity as to at what meeting and on what agenda the Board approved the $2.2 million, and if the Board did not approve, who had the authority to make the decision.
4. Katy Adams, a representative of Sunset PTA, advocates the district funding field trips.
5. Grace Pitcher shared concerns about the reduction/elimination of field trips as well as overage teachers.

6. Mirna Garcia shared concerns related to the district budget and lack of financial transparency.
7. Christina Gutierrez was not present when called to speak.
8. Eileen Jane Giron was not present when called to speak.
9. Rizpah Bellard addressed the need for a reframe of thought as to why parents and students do not want to come to Fresno Unified and is the district going to school sites and the community to ask the question. Transparency, the dollars are not making sense, the budget and LCAP do not add up. Bellard suggested the Board look into community organizations rather than SROs.
10. Christina Holmes-McIntyre addressed the question of why parents do not want to bring their children to Fresno Unified and commented that the Fresno Teachers Association consistently gives out misinformation to parents and noted there is too much negative misinformation. Holmes-McIntyre commented that it is not the school's responsibility to help students feel comfortable around police officers and noted that in the Edison Region when on a regular basis young black people are stopped by police, the officers are not speaking the same as the SROs on school campuses.
11. Sandra Celadon commented that not everything at Fresno Unified is negative and shared examples of progress. Celadon thanked the Board and staff for improvement in SBAC scores in math and English. Expressed hope the district can align the budget to sustain continued growth.

INVITATION for Board Members to Shared Reflections on the Board Shared Agreements

Below is a summary of Board Member comments:

Member Wittrup followed up on an earlier request for a board policy addressing what would happen in the event there is a death of a child while in district care. Member Wittrup referred to an email sent to the Board Bylaw Committee in which Wittrup requested the inclusion of specific components in the board policy. One being that in the event there is a death of a child while in district care, it triggers an independent investigation, and the investigator reports to the Board.

Member Wittrup commented this is to strengthen protection and care of students and to point out areas for improvement and anything that would negatively impact students.

Member Cazares echoed the above request made by Member Wittrup and shared positive outcomes of the Fresno Unified School District automatic admissions program with UC Merced. Additionally, Member Cazares congratulated a high school senior in the audience who received an automatic admission.

Member Jonasson Rosas encouraged people to be more involved and invited the public to attend the following: a Board workshop, 5:00 p.m., Wednesday, September 16, 2026, and a Community Engagement Session, 5:00 p.m., Thursday, September 17, 2026.

President Islas shared invitations to a Listening Session, 5:30 p.m. Tuesday at Birney Elementary School, and 5:30 p.m., Saturday, October 03, 2026, at the Betty Rodriguez Library.

President Islas shared that today was the official launch of the Yes on S campaign and thanked those that endorsed the measure.

Member Thomas shared a shout out to Principal Blanco at Edison High School and congratulations to great start to school year.

D. ADJOURNMENT

Board President Islas ADJOURNED the meeting at 9:37 p.m.

DRAFT

BOARD MEETING DATE: September 23, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Annual Request to Hire Non-Credentialed Consultants for the 2026/27 School Year

ITEM DESCRIPTION: Included in the Board material is a request to hire non-credentialed consultants who possess unique skills from business, performing arts and postsecondary institutions to provide instruction to students for the 2026/27 school year. This is an annual request to remain compliant with the California Statewide Assignment Accountability System Audit, per California Ed Code 58803.

Name	**Subject**	**School**
George Ramirez	Percussion and Latin Jazz	Roosevelt HS
Steven Ono	Guitar	Roosevelt HS
Christi Allen	Tap	Roosevelt HS
Caitlin Gainey	Jazz and Ballet	Roosevelt HS
Caleb Sandersier	Piano	Roosevelt HS
Ariana Salinas	Folklorico	Roosevelt HS
Agnes Kamara	Colorguard	Roosevelt HS
Kaitlin Kirby	Tech Theatre	Roosevelt HS
Dominick Callahan	Tech Theatre	Roosevelt HS

FINANCIAL SUMMARY: Funds are available in the district budget at this time.

PREPARED BY: Andrew Scherrer, Assistant Superintendent

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3713

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

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 23, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Credentialed Teachers to Coach One Period of Competitive Sport for Physical Education Credit during the 2026/2027 School Year per California Education Code 44258.7(b)

ITEM DESCRIPTION: Included in the Board material is a request to approve credentialed teachers to coach one period of competitive sport for physical education credit. Pursuant to California Education Code 44258.7(b), teachers who hold a Single Subject teaching credential in a subject or subjects other than physical education may be authorized to coach one period per day in a competitive sport for which students receive physical education credit. The teacher must be a full-time employee of the school district and has completed a minimum of 20 hours of first aid instruction appropriate for the specific sport.

We would like to request the Board approve the full-time credentialed teacher(s) to coach one period of competitive sport for P.E. credits during the 2026/2027 school year as follows:

Name	**Sport**	**School**
Fabian Rangel Jr	Soccer	Sunnyside HS
Terence Brown	Football	Fresno HS
Alison Mattox	Cheer	McLane HS
Claudia Diaz Hernandez	Soccer	Bullard HS

FINANCIAL SUMMARY: Funds are available in the district budget at this time.

PREPARED BY: Andrew Scherrer, Assistant Superintendent

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3713

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

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 23, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Proposed Revisions for Job Descriptions

ITEM DESCRIPTION: Included in the Board material are proposed revisions for seven job descriptions. The revisions reflect inclusion of language, which more specifically identifies duties of each specific position as well as aligns the district to better support the goal of effective staffing.

The job descriptions are as follows:

1. Assistant Superintendent, Human Resources/Labor Relations
2. Deputy Executive, Human Resources/Labor Relations
3. Director, Communications
4. Director, Human Resources/Labor Relations
5. Manager III, Personnel Compliance, Audits, and Records
6. Manager III, Workplace Investigations
7. Manager I, Human Resources

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

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

PREPARED BY: Javan Childs

DIVISION: Human Resources

CABINET APPROVAL PHONE: (559) 457-3713

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

TITLE:	Assistant Superintendent, Human Resources/Labor Relations	**REPORTS TO**:	Chief, Human Resources/Labor Relations
DEPARTMENT:	Human Resources/Labor Relations	**CLASSIFICATION**:	Management
FLSA:	Exempt	**WORK YEAR**:	Varies
BOARD APPROVAL:		**SALARY**:	E-31/Management Salary Schedule

BASIC FUNCTION:

Provide strategic leadership and oversight for the District's Human Resources and Labor Relations functions, including recruitment, selection, assignment, employee relations, labor relations, investigations, compliance, employee development, performance management, and personnel administration for certificated and classified employees; ensure Human Resources practices support District priorities, legal and contractual requirements, equitable employment practices, and the effective recruitment, retention, development, and support of a high-quality workforce; supervise and evaluate assigned personnel and provide clear, constructive feedback to improve staff effectiveness.

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 leadership and oversight for assigned Human Resources functions to ensure consistent, timely, equitable, and legally compliant services to employees, administrators, and departments; evaluate HR practices and processes and implement improvements that strengthen employee support, compliance, and organizational effectiveness. ***E***

Plan, direct, and evaluate comprehensive recruitment, selection, and hiring programs for certificated and classified employees; develop strategies to attract, recruit, select, and retain highly qualified employees who support the District's instructional, operational, and organizational goals. ***E***

Collaborate with District division and department heads, program managers, assistant superintendents, principals, and other leaders to assess workforce needs, project staffing requirements, analyze vacancies, and develop staffing allocations that support District priorities and effective operations. ***E***

Manage, develop, and implement personnel procedures and processes related to recruitment, applications, examinations, eligibility, promotion, demotion, transfer, assignment, dismissal, resignation, layoff, reemployment, leaves of absence, compensation, credentialing, licensing, and other employee transactions for certificated and classified personnel, ensuring compliance with applicable laws, policies, and collective bargaining agreements. ***E***

Interpret and apply District policies, administrative regulations, and collective bargaining agreements; provide guidance to administrators and employees regarding employment matters and labor relations; mediate and resolve workplace disputes and employee relations concerns in a timely, equitable, and legally compliant manner. ***E***

Participate as a member of the District negotiations team in collective bargaining with certificated and classified employee organizations; assist in developing bargaining proposals, responses, costing analyses, and negotiation strategies; serve as District spokesperson in negotiations as assigned and support effective labor-management relationships. ***E***

Coordinate and oversee grievance procedures, including investigation, documentation, response and resolution; collaborate with the legal office regarding legal issues associated with grievances, employee relations matters, investigations, and other personnel matters. ***E***

Assist in developing, implementing, and monitoring equitable employment practices and initiatives designed to support fair and equal opportunity in recruitment, hiring, promotion, retention, and professional advancement. ***E***

Administer transfer, reassignment, and related placement processes in accordance with collective bargaining agreements, District policies, and applicable law; review assignments for compliance and coordinate corrective action when inappropriate or inconsistent assignments are identified. ***E***

Participate in the overall management and strategic direction of the Human Resources/Labor Relations department to ensure timely, responsive, consistent, and high-quality service delivery; establish priorities, monitor department performance, and support continuous improvement of HR systems and processes. ***E***

Manage one or more major Human Resources functions, programs, or initiatives, including recruitment and staffing, substitute employment, employee evaluation, contracts, personnel records and handbooks, employee development, investigations, compliance, workforce planning, or other assignments as directed; ensure assigned functions are administered effectively and within established timelines. ***E***

Attend or chair results-oriented meetings and represent Human Resources and the District in partnerships, task forces, and collaborative efforts with internal departments, employee organizations, public agencies, higher education institutions, community partners, and other organizations as assigned. ***E***

Communicate and collaborate with administrators, employees, employee organizations, District departments, legal counsel, and contractors to coordinate Human Resources activities, resolve employee relations concerns and conflicts, address personnel issues, and ensure consistent communication and implementation of HR programs and processes. ***E***

Provide guidance and counseling to employees and administrators regarding employment rights and responsibilities, classification, compensation, benefits, leave, retirement, credentialing and licensing requirements, collective bargaining agreements, District policies, and other Human Resources matters. ***E***

Supervise and evaluate assigned Human Resources staff; provide clear, constructive feedback and professional development; interview and select qualified personnel and recommend transfers, reassignment, disciplinary action, or termination as appropriate; establish performance expectations and provide training to strengthen staff capacity and departmental effectiveness. ***E***

Develop, plan, lead, and implement major District-wide Human Resources and Labor Relations projects and initiatives, including organizational improvement, compliance, employee engagement, workforce development, investigations, policy implementation, and other personnel programs and activities. ***E***

Visit school and department sites regularly to assess Human Resources needs, strengthen relationships, provide support to administrators and employees, and maintain effective communication with staff, employee organizations, and other stakeholders regarding personnel and labor relations matters. ***E***

Promote innovation, accountability, and continuous improvement in Human Resources and Labor Relations practices; demonstrate courage, sound judgment, professionalism, confidentiality, and ethical leadership when addressing complex employee, labor, and organizational matters. ***E***

Perform other related Human Resources and Labor Relations duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: advanced degree in human resources, public administration, business administration, educational administration, law, or a related field and seven years of increasingly responsible management experience, including experience in Human Resources, employee relations, labor relations, investigations, legal compliance, or related personnel functions; experience in collective bargaining and complex employee relations matters preferred.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license. California Administrative Credential, Human Resources Certification (preferred), or other relevant professional credential preferred.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Planning, organization, and direction of the functions of Human Resources and Labor rela-

tions practices.

Compensation practices and personnel procedures and practices.
Interview and selection techniques and methods.
Credentialing laws.
Legal procedures and terminology and negotiation processes.
Budget preparation and control.
Applicable federal, state and District laws, codes, regulations, policies, and procedures.
Interpersonal skills using tact, patience, and courtesy.
Principles and practices of management including supervising, training, and providing work direction.
Correct English usage, grammar, spelling, punctuation, and vocabulary.
District organization, operations, policies, objectives, and goals.

ABILITY TO:
Negotiate skillfully in difficult situations and strongly promote compromise to satisfy all parties.
Dispense corrective feedback in a manner that inspires accountability among colleagues and direct reports.
Maintain current knowledge of trends in the assigned field.
Provide technical information and assistance to others concerning employment policies and personnel transactions.
Manage labor contracts and labor relations.
Work with grievance procedures including arbitration.
Negotiate with a variety of union groups.
Work independently with little direction and many interruptions.
Prepare comprehensive narrative and statistical reports.
Analyze situations accurately and adopt effective courses of action.
Use District-approved Artificial Intelligence (AI) and other emerging technologies responsibly and appropriately to support communications research, content development, analysis, workflow, engagement, and decision-making while protecting confidential information, maintaining accuracy and human oversight, and complying with applicable laws, policies, security requirements, and District procedures.
Learn new or updated computer systems/programs to apply to current work.
Plan, prioritize and organize work to meet schedules and timelines.
Read, interpret, apply, and ensure compliance with applicable rules, regulations, policies, and procedures.
Provide leadership, supervise, train, and evaluate the performance of assigned staff.
Communicate, understand, and follow both oral and written directions effectively.
Use student achievement data to develop student-centered goals for improving learning and teaching in classrooms to eliminate the achievement gap.
Establish and maintain cooperative, effective, and collaborative working relationships with a diverse range of people.
Demonstrate high ethical standards.
Manage change and design an effective system of reporting progress and monitoring results.
Focus and appropriately allocate resources toward identified goals.

Communicate using patience and courtesy in a manner that reflects positively on the organizational unit.

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 individuals; fast-paced work, constant interruptions.

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, hearing and speaking to exchange information and make presentations; seeing to monitor various activities and to read various documents; sitting for extended periods of time; dexterity to operate a computer and other office equipment; reaching overhead, above the shoulders and horizontally or bending at the waist to retrieve and store files.

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

TITLE:	Deputy Executive, Human Resources/Labor Relations	**REPORTS TO:**	Chief, Human Resources/ Labor Relations
DEPARTMENT:	Human Resources/Labor Relations	**CLASSIFICATION**:	Management
FLSA:	Exempt	**WORK YEAR**:	Varies
BOARD APPROVAL:		**SALARY**:	E-31/Management Salary Schedule

BASIC FUNCTION:

Provide strategic leadership and oversight for the District's legal, compliance, investigations, complaints, due process, employee relations, and labor relations functions; ensure Human Resources practices are consistent with applicable federal and state laws, regulations, Board policies, administrative regulations, collective bargaining agreements, and established District procedures; provide leadership for timely, fair, thorough, and confidential resolution of employee and workplace concerns; support negotiations and labor relations; supervise and evaluate assigned personnel and provide clear, constructive feedback to improve staff effectiveness.

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 leadership and oversight for the District's Human Resources legal and compliance functions, including monitoring legal requirements, regulatory changes, Board policies, administrative regulations, and collective bargaining agreements that affect employment practices. ***E***

Develop, implement, and monitor systems to ensure District Human Resources practices remain compliant with applicable federal and state employment laws, regulations, contractual obligations, and District policies; identify compliance risks and coordinate corrective action when necessary. ***E***

Oversee the intake, assessment, assignment, and resolution of employee complaints and concerns, including establishing appropriate levels of response, ensuring timely communication, maintaining confidentiality, and documenting outcomes consistent with applicable laws and District procedures. ***E***

Direct and oversee District-level investigations involving employee misconduct, workplace complaints, discrimination, harassment, retaliation, employee relations, policy violations, and other personnel matters; ensure investigations are impartial, thorough, timely, well documented, and conducted in accordance with applicable law and District procedures. ***E***

Establish and maintain a tiered investigation and complaint-resolution framework that identifies matters appropriate for site-level response, Human Resources review, or external investigation; provide guidance and training to administrators regarding intake, documentation, interviewing, evidence preservation, and investigation practices. ***E***

Oversee due process requirements associated with employee discipline, dismissal, non-reelection, release, demotion, suspension, reassignment, and other adverse employment actions; ensure required notices, timelines, documentation, and procedural protections are appropriately administered. ***E***

Provide guidance to administrators and Human Resources staff regarding progressive discipline, employee performance concerns, corrective action, documentation, employee rights, and procedural requirements; promote consistency, fairness, and defensibility in personnel decisions. ***E***

Interpret and apply Board policies, administrative regulations, collective bargaining agreements, employment laws, and legal guidance; provide technical assistance to administrators and HR staff concerning complex personnel, employee relations, compliance, and labor relations matters. ***E***

Coordinate with District legal counsel regarding investigations, complaints, grievances, due process matters, employee relations issues, legal claims, and other matters requiring legal review; ensure appropriate communication and documentation between Human Resources and legal counsel. ***E***

Participate as a member of the District negotiations team in collective bargaining with certificated and classified employee organizations; assist in developing proposals, responses, costing analyses, negotiation strategies, and tentative agreements; serve as a District spokesperson in negotiations as assigned. ***E***

Support the development and implementation of effective labor relations strategies; monitor contract administration, identify emerging labor issues, facilitate resolution of disputes, and maintain productive relationships with employee organizations. ***E***

Coordinate and oversee grievance procedures, including intake, investigation, response, documentation, and resolution; monitor contractual timelines and collaborate with legal counsel and appropriate District administrators when grievances involve significant legal or labor relations concerns. ***E***

Oversee employee relations matters, including workplace conflicts, interpersonal concerns, complaints, performance issues, accommodations, leaves, and other complex personnel matters; facilitate timely and appropriate resolution while maintaining confidentiality and procedural fairness. ***E***

Develop, implement, and monitor Human Resources compliance training for administrators and staff, including training related to investigations, employee complaints, discrimination

and harassment prevention, documentation, progressive discipline, due process, labor relations, and applicable employment laws. ***E***

Establish protocols and systems for tracking complaints, investigations, grievances, due process matters, legal compliance requirements, and other high-risk personnel matters; monitor timelines, identify trends, and provide reports and recommendations to executive leadership. ***E***

Analyze Human Resources data, investigation trends, complaint patterns, grievance activity, disciplinary actions, and compliance findings to identify systemic issues, inform decision-making, and recommend improvements to District practices and procedures. ***E***

Collaborate with Risk Management, legal counsel, employee benefits, payroll, recruitment, credentialing, labor relations, and other District departments to address complex personnel matters and ensure coordinated, legally compliant responses. ***E***

Provide guidance and support to HR Directors, site administrators, department leaders, and other supervisors regarding complex employee relations, investigations, compliance, labor relations, and personnel matters; build leadership capacity to address concerns appropriately at the lowest effective level. ***E***

Supervise and evaluate assigned Human Resources personnel; establish performance expectations, provide coaching and feedback, conduct evaluations, support professional development, and recommend personnel actions as appropriate. ***E***

Lead and coordinate major District-wide Human Resources projects and initiatives related to legal compliance, investigations, employee relations, labor relations, policy implementation, organizational effectiveness, and workforce practices. ***E***

Represent Human Resources in meetings with employees, employee organizations, administrators, legal counsel, community partners, government agencies, and other stakeholders as assigned; communicate sensitive information with professionalism, discretion, and sound judgment. ***E***

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: advanced degree in human resources, public administration, business administration, educational administration, law, or a related field and seven years of increasingly responsible management experience, including experience in Human Resources, employee relations, labor relations, investigations, legal compliance, or related personnel functions; experience in collective bargaining and complex employee relations matters preferred.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license. California Administrative Credential, Human Resources Certification (preferred), or other relevant professional credential preferred.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Planning, organization, and direction of Human Resources, legal compliance, investigations, employee relations, and labor relations functions.
Employment practices, personnel procedures, employee relations, progressive discipline, due process, and compensation practices.
Investigation methods, interviewing techniques, evidence assessment, documentation standards, and complaint-resolution processes.
Federal and California employment laws, credentialing requirements, and regulations affecting public education employers.
Legal procedures and terminology, administrative processes, due process requirements, grievance procedures, and collective bargaining practices.
Budget preparation and control, resource allocation, and financial considerations related to Human Resources programs and labor agreements.
Applicable federal, state, and District laws, codes, regulations, Board policies, administrative regulations, collective bargaining agreements, and procedures.
Interpersonal skills using tact, patience, and courtesy.
Principles and practices of management, supervision, employee development, training, and organizational leadership.
Correct English usage, grammar, spelling, punctuation, and vocabulary.
District organization, operations, policies, objectives, and goals.

ABILITY TO:
Interpret complex employment matters, assess risk, and recommend appropriate courses of action.
Provide corrective and developmental feedback in a manner that promotes accountability, fairness, and professional growth.
Maintain current knowledge of legal, labor relations, investigation, compliance, and Human Resources trends and requirements.
Provide technical information and assistance concerning employment policies, investigations, complaints, due process, personnel transactions, and labor relations.
Manage labor contracts, labor relations, grievances, and collective bargaining processes.
Manage grievance procedures, due process matters, investigations, and other formal employee relations processes.
Demonstrate high ethical standards, sound judgment, confidentiality, cultural responsiveness, and professionalism when managing sensitive employee, legal,
Use District-approved Artificial Intelligence (AI) and other emerging technologies responsibly and appropriately to support communications research, content development, analysis, workflow, engagement, and decision-making while protecting confidential information, maintaining accuracy and human oversight, and complying with applicable laws, policies, security requirements, and District procedures.

Work independently with little direction while managing confidential matters, competing priorities, and frequent interruptions.
Prepare comprehensive narrative and statistical reports.
Analyze complex situations accurately, assess legal and organizational risk, and adopt effective, equitable, and defensible courses of action.
Learn and appropriately apply new or updated computer systems, Human Resources technologies, and information-management tools.
Plan, prioritize and organize work to meet schedules and timelines.
Read, interpret, apply, and ensure compliance with applicable laws, regulations, policies, collective bargaining agreements, and procedures.
Provide leadership, supervise, train, and evaluate the performance of assigned staff.
Communicate, understand, and follow both oral and written directions effectively.
Use Human Resources data, workforce trends, complaint and investigation data, grievance activity, and compliance indicators to develop strategic goals, identify systemic issues, and improve District practices.
Establish and maintain cooperative, effective, and collaborative working relationships with a diverse range of people.
Demonstrate high ethical standards.
Manage change and design effective systems for reporting progress, monitoring compliance, tracking investigations and complaints, and evaluating results.
Focus and appropriately allocate resources toward identified goals.
Develop innovative, practical, and legally sound methods and solutions to complex Human Resources and labor relations challenges.
Communicate using patience and courtesy in a manner that reflects positively on the organizational unit.
Actively participate in meeting District Human Resources, legal compliance, labor relations, and organizational goals and outcomes.
Apply integrity and trust in all situations.

WORKING CONDITIONS:

ENVIRONMENT:
Office environment; driving a vehicle to conduct work; contact with dissatisfied individuals; fast-paced work, constant interruptions.

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, hearing and speaking to exchange information and make presentations; seeing to monitor various activities and to read various documents; sitting for extended periods of time; dexterity to operate a computer and other office equipment; reaching overhead, above the shoulders and horizontally or bending at the waist to retrieve and store files.

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
Position Description

TITLE:	Director, Communications	**REPORTS TO:**	Chief Information/ Communications Officer
DEPARTMENT:	Communications	**CLASSIFICATION:**	Management
FLSA:	Exempt	**WORK YEAR:**	Varies
BOARD APPROVAL:		**SALARY:**	E-27/Management Salary Schedule

BASIC FUNCTION:

Under the direction of the Chief Information Officer, provide strategic leadership and oversight for the District's communications, public relations, digital engagement, multimedia storytelling, crisis communications, and community engagement functions. Develop, implement, and monitor a comprehensive communications and public relations strategy that reflects and advances the District's values, strengthens internal culture, promotes transparency and engagement, and builds trust and confidence among students, staff, families, and the broader community. Support and manage the District's crisis communication strategy; expand engagement across internal and external communication channels; manage and direct departmental resources and budget; supervise, develop, and support communications staff; and build strong, positive relationships with District leaders, Board trustees, employees, families, media, community partners, and other stakeholders.

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.)

Develop, implement, and monitor the District's strategic communications and public relations plan, aligning messaging, campaigns, and engagement strategies with District values, priorities, initiatives, and organizational goals. ***E***

Lead District crisis communication planning and response, including development and maintenance of protocols, communication trees, spokesperson coordination, rapid-response messaging, media response, and stakeholder communications during emergencies, safety incidents, misinformation, labor actions, natural disasters, and other sensitive situations. ***E***

Develop and implement strategies to increase engagement across internal and external communications channels, including websites, social media, digital platforms, print communications, newsletters, events, and other District communication vehicles. ***E***

Oversee digital strategy and online marketing efforts, including social media management, search engine optimization and content strategy, audience engagement, analytics, and data-informed decision-making to improve reach, relevance, and effectiveness. ***E***

Direct visual and auditory storytelling initiatives, including video, photography, graphic design, podcasts, digital campaigns, and other multimedia content that showcases District achievements, student and staff accomplishments, programs, initiatives, and community impact. ***E***

Plan, coordinate, and oversee District events and engagement opportunities designed to strengthen relationships with staff, families, students, community partners, media, and other stakeholders. ***E***

Manage and direct the Communications Department budget; develop budget recommendations, monitor expenditures, allocate resources effectively, and ensure financial resources support District communication priorities and strategic objectives. ***E***

Supervise, develop, mentor, and evaluate assigned Communications personnel; establish clear performance expectations, provide coaching and feedback, support professional growth, and recommend personnel actions as appropriate. ***E***

Build and maintain strong, positive relationships with District leadership, Board trustees, school and department leaders, employees, families, media representatives, community organizations, business partners, and other stakeholders. ***E***

Serve as a strategic communications advisor to the Superintendent, Chief Information/Communications Officer, executive leadership, Board trustees, site leaders, and department leaders regarding messaging, public perception, reputation management, stakeholder engagement, and high-visibility issues. ***E***

Coordinate communications across District departments and school sites to promote consistency, accuracy, timeliness, accessibility, and alignment of public and internal messaging. ***E***

Develop communication protocols and guidance for school sites and departments, including templates, talking points, media response procedures, crisis communication resources, and best practices for communicating sensitive or high-visibility matters. ***E***

Monitor public sentiment, media coverage, digital engagement, emerging issues, and community concerns; analyze communication trends and recommend strategies to strengthen trust, transparency, engagement, and the District's public reputation. ***E***

Provide guidance regarding communications involving public records, Board communications, student and employee privacy, and other legal or policy considerations; collaborate with appropriate District departments and legal counsel when communications present significant legal, compliance, or reputational considerations. ***E***

Oversee the development and implementation of communications campaigns supporting District initiatives, strategic priorities, enrollment, employee recruitment and retention, community engagement, and other organizational objectives. ***E***

Represent the Communications Department in meetings with District leaders, employees, Board trustees, media, community partners, government agencies, and other stakeholders as assigned; communicate sensitive information with professionalism, discretion, transparency, and sound judgment. ***E***

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: bachelor's degree in communications, public relations, journalism, marketing, public administration, business administration, educational administration, or a related field and seven years of increasingly responsible professional experience in communications, public relations, marketing, journalism, digital strategy, media relations, or a related field, including progressively responsible supervisory or management experience. Master's degree in a related field preferred. Experience in K-12 public education, government, or other public-sector communications preferred.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license. Relevant professional certification in communications, public relations, marketing, journalism, digital media, or a related field preferred.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Planning, organization, and direction of communications, public relations, media relations, digital engagement, marketing, and community engagement functions.
Strategic communications planning, public relations principles, crisis communications, reputation management, stakeholder engagement, and organizational messaging.
K-12 public education systems, governance structures, public-sector communications, and the relationship between school districts, superintendents, governing boards, school sites, employees, families, media, and community partners.
Digital strategy, online marketing, social media management, search engine optimization and content strategy, website communications, audience analytics, and engagement measurement.
Visual and auditory storytelling, including video, photography, graphic design, podcasts, multimedia production, and digital content development.
Crisis communication protocols and response practices for school-specific emergencies, safety incidents, misinformation, labor actions, natural disasters, and other high-visibility events.
California Education Code provisions and other applicable federal and state requirements relevant to public records, Board communications, student privacy, and public education communications, including the Family Educational Rights and Privacy Act (FERPA).
Budget preparation and control, resource allocation, procurement, and financial considerations related to communications programs and services.
Principles and practices of management, supervision, employee development, training, organizational leadership, and team development.

Applicable federal, state, and District laws, regulations, Board policies, administrative regulations, and procedures affecting District communications and public information.
Correct English usage, grammar, spelling, punctuation, vocabulary, and professional written communication.
District organization, operations, policies, objectives, strategic priorities, and goals.

ABILITY TO:
Develop, implement, and evaluate strategic communications and public relations plans aligned with District values, priorities, and organizational goals.
Lead crisis communications effectively, make sound decisions under pressure, coordinate stakeholders and spokespersons, and communicate timely, accurate, transparent, and appropriate information during sensitive situations.
Build trust and positive relationships with a diverse range of internal and external stakeholders.
Translate complex District programs, policies, initiatives, and issues into clear, accessible, compelling, and audience-appropriate communications.
Use digital platforms, social media, analytics, online marketing, and emerging technologies to increase engagement and improve communication outcomes.
Oversee multimedia storytelling and event planning that effectively communicates District achievements and strengthens stakeholder engagement.
Manage department budgets, prioritize resources, and align expenditures with strategic objectives.
Supervise, train, coach, and evaluate assigned staff; establish clear expectations and support professional growth and accountability.
Navigate politically sensitive, high-visibility, and rapidly changing situations with transparency, professionalism, sound judgment, and discretion.
Analyze media coverage, public sentiment, engagement data, and communication trends to identify issues, assess risk, and recommend effective strategies.
Maintain confidentiality and appropriately safeguard students, employees, personnel, and other sensitive information.
Work independently with little direction while managing competing priorities, frequent interruptions, deadlines, and high-pressure communications needs.
Prepare comprehensive narrative, visual, digital, and statistical reports and presentations for executive leadership and other stakeholders.
Use District-approved Artificial Intelligence (AI) and other emerging technologies responsibly and appropriately to support communications research, content development, analysis, workflow, engagement, and decision-making while protecting confidential information, maintaining accuracy and human oversight, and complying with applicable laws, policies, security requirements, and District procedures.
Plan, prioritize, and organize work to meet schedules, deadlines, and strategic objectives.
Communicate effectively using tact, patience, courtesy, and cultural responsiveness in a manner that reflects positively on the District.
Establish and maintain cooperative, effective, and collaborative working relationships with a diverse range of people.
Demonstrate high ethical standards, integrity, transparency, professionalism, and accountability.

Focus and appropriately allocate resources toward identified goals and measurable communication outcomes.
Develop innovative, practical, accessible, and effective solutions to complex communications and public relations challenges.
Actively participate in meeting District communications, engagement, culture, reputation, and organizational goals and outcomes.

WORKING CONDITIONS:

ENVIRONMENT:
Office environment; driving a vehicle to conduct work; frequent interaction with employees, students, families, media representatives, community members, and dissatisfied individuals; fast-paced work; frequent interruptions; occasional work outside regular business hours including evenings, weekends, and emergency or crisis response.

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, hearing and speaking to exchange information and make presentations; seeing to monitor various activities and to read various documents and digital media; sitting for extended periods of time; dexterity to operate a computer, camera, mobile device, and other office equipment; reaching overhead, above the shoulders and horizontally or bending at the waist to retrieve and store files and equipment.

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

TITLE:	Director, Human Resources/ Labor Relations	**REPORTS TO**:	Assigned Supervisor
DEPARTMENT:	Human Resources/Labor Relations	**CLASSIFICATION**:	Management
FLSA:	Exempt	**WORK YEAR**:	Varies
BOARD APPROVAL:		**SALARY**:	E-27/Management Salary Schedule

BASIC FUNCTION:

Accountable for improving student achievement through the attraction, retention, development, and support of a high-quality workforce. Direct, plan, organize, and manage comprehensive human resources functions and programs for the District, including recruitment and selection, employee relations, labor relations, performance management, compensation and classification, credentialing, workforce planning, organizational development, and compliance with applicable laws, regulations, and collective bargaining agreements. Provide leadership and strategic guidance to District administrators regarding personnel matters, workforce initiatives, and organizational effectiveness. Supervise, provide clear work direction, and evaluate the performance of assigned personnel.

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.)

Direct and administer Human Resources operations, programs, and services, including recruitment, selection, retention, workforce planning, staffing, onboarding, and employee development initiatives to support District goals and student achievement. ***E***

Develop, recommend, and implement Board policies, administrative regulations, procedures, and strategic workforce initiatives related to personnel administration, employment practices, organizational effectiveness, and talent management. ***E***

Direct employee and labor relations activities, including investigations, conflict resolution, performance management, corrective action, disciplinary recommendations, contract administration, labor negotiations, and interpretation of collective bargaining agreements and District policies. ***E***

Ensure compliance with applicable federal, state, and local employment laws, regulations, credentialing requirements, reporting mandates, and District policies related to personnel administration. ***E***

Ensure District compliance with applicable employment laws, regulations, statutes, and reporting requirements, including Equal Employment Opportunity, Title VII, ADA, FMLA, FEHA, and related regulations. ***E***

Direct classification and compensation studies; recommend organizational structures, position classifications, compensation strategies, staffing models, and personnel actions that support organizational goals and operational effectiveness. ***E***

Develop, administer, and monitor budgets and expenditures related to assigned Human Resources programs and services; analyze workforce data, staffing trends, and operational metrics to support decision-making and resource allocation. ***E***

Collaborate with District administrators, school leaders, employee organizations, educational institutions, community partners, and external agencies to advance workforce initiatives and organizational objectives. ***E***

Direct and evaluate the delivery of Human Resources services by establishing operational standards, monitoring workflows, maintaining required records and reports, and ensuring efficient and responsive service to District stakeholders. ***E***

Supervise, provide direction to, and evaluate assigned personnel; recommend personnel actions, professional development opportunities, and performance improvement strategies to support employee effectiveness and growth. ***E***

Serve as a strategic advisor to District leadership by providing expertise and recommendations regarding human resources management, workforce challenges, organizational change, employee engagement, and succession planning. ***E***

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Bachelor's degree in Human Resources Management, public administration, business administration, educational leadership, personnel administration, or related experience in area of specialty; and five (5) years of increasingly responsible management-level experience in human resources administration, personnel management, labor relations, employee relations, recruitment, organizational development, or closely related functions, preferably within a large public-sector or educational organization.

LICENSES AND OTHER REQUIREMENTS: Required prior to employment.

Valid California driver's license. California Administrative Credential and/or Teacher's Credential may be required based on assignments and/or area(s) of responsibility.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Principles, practices, trends, and legal requirements of public-sector human resources administration, including recruitment, selection, retention, workforce planning, employee relations, labor relations, collective bargaining, grievance procedures, contract administra-

tion, performance management, and progressive discipline.
Classification, compensation, organizational development, succession planning, strategic workforce management, and organizational effectiveness principles and practices.
Applicable federal, state, and local laws, codes, regulations, policies, procedures, and compliance requirements related to employment, labor relations, and personnel administration.
Budget preparation, fiscal management, resource allocation, and financial controls.
Personnel information systems, workforce analytics, data management, computer hardware, software applications, and technology systems utilized by the District.
Principles and practices of leadership, supervision, management, staff development, coaching, and organizational change.
Strategic planning, program evaluation, analytical processes, and effective problem-solving techniques.
Effective oral and written communication techniques, report preparation, presentation methods, and interpersonal skills using tact, patience, and diplomacy.
District organization, operations, policies, objectives, goals, and business functions.

ABILITY TO:
Plan, organize, direct, and evaluate comprehensive human resources programs, operations, projects, and services in support of District goals.
Develop and implement strategic workforce initiatives; manage organizational change, continuous improvement efforts, and resource allocation to achieve measurable outcomes.
Interpret, apply, and ensure compliance with applicable laws, regulations, collective bargaining agreements, policies, and procedures.
Analyze complex organizational, personnel, and operational issues; develop practical solutions, exercise sound judgment, and recommend effective courses of action.
Prepare, analyze, and present comprehensive narrative, statistical, financial, and workforce reports to support informed decision-making and organizational effectiveness.
Establish and maintain effective working relationships with employees, administrators, labor representatives, community partners, and other stakeholders; negotiate skillfully, manage conflict, resolve disputes, and build consensus in challenging situations.
Conduct sensitive personnel matters, investigations, and employee relations activities with professionalism, integrity, discretion, and confidentiality.
Supervise, motivate, coach, and evaluate staff; support professional growth, and performance improvement.
Utilize technology systems and data analytics to support efficient operations.
Use District-approved Artificial Intelligence (AI) and other emerging technologies responsibly and appropriately to support communications research, content development, analysis, workflow, engagement, and decision-making while protecting confidential information, maintaining accuracy and human oversight, and complying with applicable laws, policies, security requirements, and District procedures.
Manage multiple priorities, meet deadlines, and deliver high-quality services while promoting equity, inclusion, employee engagement, and a positive organizational culture.
Apply integrity and trust in all situations.

WORKING CONDITIONS:

ENVIRONMENT:
Office environment; driving a vehicle to conduct work; contact with dissatisfied or abusive individuals; constant interruption; repetitive activities.

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, dexterity to operate a computer and other office equipment; sitting or standing for extended periods of time; 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.

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E = Essential Functions

FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Manager III, Personnel Compliance, Audits, and Records	**REPORTS TO:**	Assigned Supervisor
DEPARTMENT:	Human Resources/Labor Relations	**CLASSIFICATION:**	Management Certificated/Classified
FLSA:	Exempt	**WORK YEAR:**	Varies

BOARD APPROVAL: **SALARY:** E-26/Management Salary Schedule

BASIC FUNCTION:

Accountable for improving student achievement through the effective management of District-wide personnel compliance, audits, and records management; plan, organize, and direct the development, implementation, monitoring, and continuous improvement of transportation safety programs, employee qualification standards, regulatory compliance, and audit activities, including California Senate Bill (SB) 88 requirements; ensure compliance with federal, state, and local laws, regulations, Board policies, and reporting requirements related to employee qualifications, personnel records, records retention, and other regulatory obligations; develop and administer compliance monitoring systems, audit processes, records management programs, and accountability measures; supervise, provide clear work direction and evaluate the performance of assigned personnel.

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.)

Plan, organize, develop, coordinate, and evaluate District-wide personnel compliance, audits, records management, and information governance programs to ensure compliance with applicable federal, state, and local laws, regulations, Board policies, and administrative procedures. ***E***

Plan, organize, and manage the development, implementation, monitoring and continuous improvement of District transportation compliance and regulatory programs; develop annual compliance objectives, audit schedules, and safety initiatives to ensure compliance with applicable laws, regulations, and operational requirements. ***E***

Develop, implement, and maintain compliance monitoring systems, internal controls, accountability measures, policies, procedures, and operational plans to identify risks, support regulatory compliance, and achieve District goals and objectives. ***E***

Conduct and oversee transportation compliance audits including reviews of driver qualification files, drug and alcohol testing documentation, employee certifications, training records, DMV Pull Notice records, CHP-related documentation, and supporting compliance records. ***E***

Coordinate and conduct reviews of personnel records, employee qualification files, regulatory documentation, and related records to ensure accuracy, completeness, accountability, and compliance with legal and regulatory requirements. ***E***

Develop and administer audit schedules, compliance reviews, monitoring activities, and risk assessment processes; evaluate internal controls and operational practices to identify deficiencies, compliance concerns, and opportunities for continuous improvement. ***E***

Develop, implement, and monitor corrective action plans resulting from audits, investigations, inspections, compliance findings, or regulatory reviews; coordinate District responses to internal, external, state, federal, and independent audits. ***E***

Develop, implement, and maintain systems and procedures for managing records, including document control, record access, retention, and proper disposal in accordance with legal requirements. ***E***

Ensure the integrity, accuracy, confidentiality, security, retention, and accessibility of personnel, compliance, and regulatory records; oversee and manage electronic recordkeeping systems and compliance tracking tools. ***E***

Collaborate and coordinate with Transportation, Risk Management, Information Technology, Business Services, regulatory agencies, and other departments to support compliance, audit readiness, personnel accountability, and regulatory reporting requirements. ***E***

Analyze compliance-related data and prepare regulatory reports, management reports, audit summaries, findings, recommendations, Board agenda items, presentations, and other communications to support decision-making, risk mitigation, and organizational accountability. ***E***

Develop and deliver training programs related to compliance requirements, records management, audit readiness, information governance, and SB 88 requirements; maintain current knowledge of applicable laws, regulations, and industry best practices. ***E***

Supervise and evaluate the performance of assigned staff on a regular basis and provide clear, constructive feedback to improve staff effectiveness; plan, coordinate and arrange for appropriate training of staff in support of professional learning. ***E***

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Bachelor's degree in Business Administration, Public Administration, Human Resources Management, or a related field; and/or five (5) years of increasingly responsible experience in compliance administration, auditing, records management, personnel administration, risk management, regulatory compliance, or a related field, including supervisory and management experience.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license; Department of Transportation (DOT) Designated Employer Representative Certificate; Federal Motor Carrier Safety Administration (FMCSA) Compliance training preferred.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Federal, state, and local laws, codes, regulations, policies, procedures, reporting requirements, and compliance standards related to personnel administration, employee qualifications, labor relations, records management, transportation compliance, and regulatory accountability.
Personnel records administration, employee qualification monitoring, and verification practices.
Audit methodologies, compliance monitoring techniques, internal controls, risk assessment practices, and corrective action planning.
Personnel information systems, data management, computer hardware, software applications, and technology systems utilized by the District.
Employee records administration, employee qualification monitoring, records management, records retention, information governance, document controls, and Human Resources compliance reporting practices.
Budget preparation, fiscal management, resource allocation, and financial controls.
Effective communication techniques, report preparation, presentation methods, interpersonal skills, and knowledge of District organization, operations, policies, objectives, goals and business functions.

ABILITY TO:
Plan, organize, direct, and evaluate transportation compliance, auditing, records management, information governance, and accountability programs to ensure regulatory compliance and operational effectiveness.
Interpret, apply, explain, and enforce applicable laws, regulations, policies, procedures, and compliance requirements while maintaining current knowledge of industry trends and best practices.
Develop and maintain compliance monitoring systems, internal controls, performance measures, and records management processes that support accountability and continuous improvement.
Conduct audits, investigations, compliance reviews, personnel inquiries, risk assessments; identify compliance concerns and implement corrective actions, mitigation strategies, and process improvements.
Provide leadership, guidance, training, and professional development to administrators, supervisors, and staff, including supervising and evaluating assigned personnel.
Establish and maintain effective working relationships with employees, administrators, auditors, regulatory agencies, and community organizations through effective communication, collaboration, integrity, and professionalism.

Plan, prioritize, and coordinate multiple projects, inquiries, and responsibilities independently while meeting deadlines and delivering high-quality services that support equity, inclusion, and employee engagement.
Utilize technology systems, compliance management tools, records systems, and data analytics to improve operational efficiency, decision-making, and program effectiveness.
Use District-approved Artificial Intelligence (AI) and other emerging technologies responsibly and appropriately to support communications research, content development, analysis, workflow, engagement, and decision-making while protecting confidential information, maintaining accuracy and human oversight, and complying with applicable laws, policies, security requirements, and District procedures.

WORKING CONDITIONS:

ENVIRONMENT:
Office and site environment; driving a vehicle to conduct work; frequent interaction with administrators, employees, auditors, regulatory agencies, consultants, and community members; extensive use of computer systems and electronic records management applications; occasional attendance at meetings outside the normal workday; constant interruptions, competing priorities, and occasional contact with dissatisfied individuals.

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, hearing and speaking to exchange information and conduct presentations; seeing to read and prepare documents, records, and reports; sitting or standing for extended periods of time; dexterity to operate a computer and other office equipment; reaching overhead, above the shoulders, and horizontally; bending at the waist or kneeling to retrieve supplies or other materials.

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E = Essential Functions

FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Manager III, Workplace Investigations	**REPORTS TO:**	Assigned Supervisor
DEPARTMENT:	Human Resources/Labor Relations	**CLASSIFICATION:**	Management
FLSA:	Exempt	**WORK YEAR:**	Varies
BOARD APPROVAL:		**SALARY:**	E-26/Management Salary Schedule

BASIC FUNCTION:

Accountable for improving student achievement through the effective management of workplace investigations; plan, organize, direct, and conduct complex and sensitive investigations involving allegations of employee misconduct, discrimination, harassment, retaliation, Title IX-related employee and student matters, and violations of District policies and regulations; ensure compliance with applicable laws, regulations, and District procedures; prepare investigative findings and recommendations; provide technical expertise and guidance to District leadership regarding workplace conduct and employee accountability; supervise, provide clear work direction and evaluate the performance of assigned personnel.

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.)

Plan, organize, direct, and manage the District's workplace investigations program; develop and implement procedures, protocols, and best practices to ensure timely, thorough, impartial, and legally compliant investigations. ***E***

Conduct highly sensitive, complex, and high-risk workplace investigations involving employees, supervisors, managers, and administrators; receive, review, and assess complaints and determine investigative scope, jurisdiction, priority, and appropriate response. ***E***

Interview complainants, respondents, and witnesses; gather, review, and analyze documentary, electronic, and physical evidence; assess credibility and determine relevant facts. ***E***

Prepare comprehensive investigative reports, findings, conclusions, and recommendations consistent with applicable laws, collective bargaining agreements, District policies, and administrative regulations; present findings and recommendations to appropriate District leadership and relevant constituents. ***E***

Collaborate with Legal and Compliance, Labor Relations, Risk Management, Legal Services, and District leadership regarding investigative findings, corrective actions, compliance requirements, and risk mitigation strategies. ***E***

Monitor investigation trends, patterns, and outcomes; develop reports and recommendations regarding systemic issues, policy enhancements, preventive measures, and organizational improvements. ***E***

Represent the District in administrative hearings, appeals, arbitrations, hearings, and other proceedings related to assigned responsibilities. ***E***

Provide technical expertise, consultation, and training to administrators, supervisors, and management staff regarding investigative processes, and complaint resolution procedures. ***E***

Participate in the development and implementation of departmental goals, objectives, policies, and procedures in support of District priorities and organizational effectiveness; monitor activities to ensure compliance with established guidelines. ***E***

Develop, implement, and maintain systems and procedures for managing records, including document control, record access, retention, and proper disposal in accordance with legal requirements. ***E***

Prepare and administer assigned budgets and resources; prepare Board agenda items, presentations, statistical reports, and other materials related to assigned functions. ***E***

Supervise, assign, monitor, and evaluate the work of assigned staff; provide leadership, coaching, professional development, and constructive feedback to improve employee performance and effectiveness. ***E***

Maintain current knowledge of applicable laws, regulations, and industry best practices related to investigations. ***E***

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: bachelor's degree in Human Resources, Public Administration, Business Administration, Criminal Justice, Educational Leadership, Psychology, or a related field; and/or five (5) years of increasingly responsible experience conducting workplace, employee, compliance, administrative, or governmental investigations, including experience involving complex fact-finding, report writing, and case management; supervisory, management or lead investigative experience in public-sector or K-12 preferred.

LICENSES AND OTHER REQUIREMENTS: Required prior to employment.

Valid California driver's license. Title IX Investigator training. Association of Workplace Investigator Certificated Holder (AWI-CH) or equivalent workplace investigation certification preferred.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Federal and state employment laws and regulations, including Title VII, Title IX, FEHA, ADA, and related statutes.
Principles and techniques for conduction impartial and effective investigations with empathy, tact, professionalism, and confidentiality.
Evidence collection, preservation methods, interviewing and credibility assessment techniques.
Report writing, case documentation standards, due process requirements and administrative investigation procedures.
Board Policies, administrative regulations, collective bargaining agreements, and labor and employee relations practices.
Principles and practices of effective supervision and personnel management, budget preparation, fiscal management, resource allocation, and financial controls.
Effective communication techniques, report preparation, presentation methods, and interpersonal skills.
Knowledge of District organization, operations, policies, objective, goals, and business functions.

ABILITY TO:
Plan, organize, and manage a comprehensive workplace investigations program in support of District goals and compliance requirements.
Conduct impartial, objective, and legally defensible investigations while demonstrating empathy, tact, professionalism, cultural responsiveness, and respect for confidentiality when interacting with complainants, respondents, witnesses, and other involved parties.
Analyze complex situations, evaluate evidence and credibility, and develop sound findings, conclusions, and recommendations.
Interpret, apply, and explain applicable laws, regulations, District policies, administrative procedures, and collective bargaining agreements.
Prepare clear, comprehensive investigative, narrative, statistical, and administrative reports and presentations.
Provide leadership, guidance, training, and professional development to administrative reports and presentations.
Provide leadership, guidance, training, and professional development to administrators, supervisors, and staff.
Plan, prioritize, and coordinate multiple investigations and responsibilities independently while meeting deadlines and delivering high-quality services that support equity, and inclusion.
Manage multiple priorities, sensitive matters, and competing timelines while maintaining accuracy, professionalism, and responsiveness.
Design and deliver training, provide technical expertise, and implement continuous improvements to investigative practices and District procedures.
Establish and maintain effective communication and collaborative working relationships with employees, administrators, legal counsel, labor representatives, regulatory agencies, and other appropriate parties.

Utilize technology systems, management tools, records systems, and data analytics to improve operational efficiency, decision-making, and program effectiveness.
Use District-approved Artificial Intelligence (AI) and other emerging technologies responsibly and appropriately to support communications research, content development, analysis, workflow, engagement, and decision-making while protecting confidential information, maintaining accuracy and human oversight, and complying with applicable laws, policies, security requirements, and District procedures.
Act with integrity, discretion, and high ethical standards while supporting District goals and organizational effectiveness.

WORKING CONDITIONS:

ENVIRONMENT:
Office and site environment; driving a vehicle to conduct work; frequent interaction with administrators, employees, and interested parties; extensive use of computer systems and electronic records management applications; occasional attendance at meetings outside the normal workday; constant interruptions, competing priorities, and frequent contact with dissatisfied individuals.

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, hearing and speaking to conduct investigations, exchange information and conduct presentations; seeing to read and prepare documents, records, and reports; sitting or standing for extended periods of time; dexterity to operate a computer and other office equipment; reaching overhead, above the shoulders, and horizontally; bending at the waist or kneeling to retrieve supplies or other materials.

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E = Essential Functions

FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Manager I, Human Resources/Labor Relations	**REPORTS TO:**	Assigned Supervisor
DEPARTMENT:	Human Resources/Labor Relations	**CLASSIFICATION:**	Management Certificated/Classified
FLSA:	Exempt	**WORK YEAR:**	Varies

BOARD APPROVAL: **SALARY:** E-24/Management Salary Schedule

BASIC FUNCTION:

Accountable for improving student achievement through the effective management of Human Resources compliance, policy governance, employment accountability, and operational services; plan, organize, control, and coordinate assigned programs and functions related to regulatory compliance, policy administration, employment practices, records accountability, audits, and Human Resources operations. Ensure compliance with applicable federal, state, and local laws, regulations, Board Policies, Administrative Regulations, collective bargaining agreements, and District procedures; supervise, provide clear work direction, and evaluate the performance of assigned personnel.

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.)

Plan, organize, develop, coordinate, and evaluate Human Resources (HR) compliance, policy governance, employment accountability, and operational programs in support of District goals; coordinate resources to ensure effective and efficient service delivery. ***E***

Manage and monitor HR compliance programs, systems, and procedures to ensure adherence to applicable federal, state, and local laws, regulations, Board Policies, Administrative Regulations, and collective bargaining agreements. ***E***

Coordinate employment and workplace compliance activities, including employee credentialing, licensure, certifications, personnel eligibility requirements, mandated training requirements, records management, and regulatory reporting obligations. ***E***

Coordinate the review, development, implementation, communication, and administration of Board Policies, Administrative Regulations, and departmental procedures affecting HR operations and employment practices. ***E***

Monitor legislative, regulatory, and policy changes impacting HR programs and services; assess operational impacts, develop implementation strategies, and recommend procedural improvements to maintain compliance and organizational effectiveness. ***E***

Manage and coordinate classification and compensation studies; develop and revise job descriptions, board policies, administrative regulations, and HR policies and procedures to support workforce planning, operational effectiveness, and compliance with applicable laws, regulations, and collective bargaining agreements. ***E***

Collect, prepare, analyze, and interpret workforce data, operational metrics, compliance reports, audits, and program outcomes; provide recommendations to improve efficiency, accountability, compliance, and service delivery. ***E***

Develop, coordinate, and deliver training, workshops, presentations, communications, and resource materials related to HR compliance, policy implementation, accountability measures, and operational best practices. ***E***

Provide technical expertise, guidance, interpretation, and consultation to administrators, supervisors, and staff regarding state and federal laws, regulations, policies, procedures, compliance requirements, and operational practices. ***E***

Attend and conduct a variety of meetings, committees, trainings, and workshops as assigned; represent HR in District and community engagements. ***E***

Supervise, monitor, and evaluate the work of assigned staff; provide leadership, coaching, professional development, and constructive feedback to improve employee performance and effectiveness. ***E***

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Bachelor's degree in Human Resources Management, Public Administration, Business Administration, or related experience in area of specialty; and/or five (5) years of increasingly responsible management-level experience in human resources administration, personnel management, labor relations, employee relations, or closely related field, preferably within a large public-sector or educational organization.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license; valid California Administrative Services Credential and/or Teacher's Credential may be required based on assignments and/or area(s) of responsibility; certification in Human Resources, Public/Business Administration, Employee Relations, Project Management, or related field is preferred.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Principles, practices, and legal requirements related to public sector human resources administration, including employee credentialing, licensure, certifications, personnel eligibility requirements, mandated training compliance, records management, and regulatory reporting.
Employment laws, regulations, compliance requirements, and public-sector personnel practices.
Board Policy development, Administrative Regulations, policy governance structures, administrative procedures, and policy implementation processes.
Personnel records management, document retention, accountability systems, compliance monitoring, auditing, risk management, and internal control practices.

Classification and compensation principles, job analysis techniques, position classification systems, compensation administration, and workforce planning strategies.
Research methods, data analysis, report preparation, and the development of recommendations to support organizational effectiveness and compliance initiatives.
Applicable federal, state, and local laws, codes, regulations, policies, procedures, and compliance requirements related to employment, labor relations, and personnel administration.
Budget preparation, fiscal management, resource allocation, and financial controls.
Personnel information systems, workforce analytics, data management, computer hardware, software applications, and technology systems utilized by the District.
Principles and practices of leadership, supervision, management, staff development, coaching, and organizational change.
Effective oral and written communication skills, report preparation, presentation methods, and interpersonal skills using tact, patience, and diplomacy.
District organization, operations, policies, objective, goals, and business functions.

ABILITY TO:
Plan, organize, administer, and evaluate Human Resources compliance, governance, operational programs, and services, in support of District goals.
Interpret, apply, and ensure compliance with applicable federal, state, and local laws, regulations, board policies, administrative regulations, procedures, and collective bargaining agreements.
Develop, implement, monitor, and improve compliance, accountability, operational, and internal control systems to support organizational effectiveness.
Collaborate and coordinate audits, compliance reviews, regulatory reporting activities, corrective action plans, and investigation support functions.
Analyze complex issues, evaluate alternatives, and develop practical and effective recommendations and solutions.
Collect, interpret, analyze, and present data; prepare comprehensive narrative, statistical, and analytical reports.
Establish and maintain effective communication and working relationships with employees, administrators, labor representatives, regulatory agencies, and community partners.
Supervise, motivate, coach, and evaluate staff; support professional growth, and performance improvement.
Utilize technology systems and data analytics to support efficient operations of programs and services.
Use District-approved Artificial Intelligence (AI) and other emerging technologies responsibly and appropriately to support communications research, content development, analysis, workflow, engagement, and decision-making while protecting confidential information, maintaining accuracy and human oversight, and complying with applicable laws, policies, security requirements, and District procedures.
Manage multiple priorities, meet deadlines, and deliver high-quality services while promoting equity, inclusion, employee engagement, and a positive organizational culture.
Supervise, evaluate, motivate, and develop staff; foster accountability, collaboration, and continuous improvement.
Exercise sound judgment, discretion, confidentiality, integrity, professionalism, and a commitment to high-quality customer service while contributing to departmental and District goals and objectives.

WORKING CONDITIONS:

ENVIRONMENT:
Office and site environment; driving a vehicle to conduct work; contact with dissatisfied individuals; constant interruption; repetitive activities.

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, dexterity to operate a computer and other office equipment; sitting or standing for extended periods of time; 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.

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E = Essential Functions

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 23, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Renewal Agreement with Delta Dental of California

ITEM DESCRIPTION: Included in the Board material is a renewal agreement with Delta Dental of California. Delta Dental of California currently provides dental care services for the district's eligible active employees, retirees, and their respective dependents. The Delta Dental group coverage plan provides for an extensive panel of dental providers throughout California as part of its Preferred Provider Organization network. The dental plan services through Delta Dental are accessed using a self-funded model with the district responsible for all claim costs incurred, plus an administrative fee.

The Joint Health Management Board (JHMB) completed an extensive Request for Proposal (RFP), and Delta Dental was chosen as the vendor. The renewal agreement is for three years, effective October 01, 2026, through September 30, 2029. The estimated annual claims cost for Delta Dental services is $15 million. The administrative fee for the Delta Dental agreement is accessed through California's Valued Trust (CVT) pool. It will remain fixed at the current rate of 5.75% of annual claim costs and will be subject to annual review. There is also a processing eligibility/invoicing fee for CVT coalition members accessing Delta Dental through their pool. That fee is approximately $75,000 per year. The total estimated annual administrative fee is $927,684. The total estimated annual cost for Delta Dental services will be $16,002,684.

These dental care services align with the JHMB's established goals and responsibilities for providing high-quality health care to active employees, retirees, and their dependents.

FINANCIAL SUMMARY: Sufficient funds in the estimated annual amount of $16,002,684 are available in the Health Internal Fund budget.

PREPARED BY: Steven Shubin

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen



2309 Tulare Street,
Fresno, CA 93721
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Fresno Unified School District
PURCHASING

Contract Routing Form

Contract Attached

Contract Number: 390110

Federal Funding Will Not Be Used

Delta Dental Of California	***560 Mission Street, Suite 1300, San Francisco, Ca 94105***
Vendor Name	***Address***
415- 972- 8300	**Mohammadreza Navid**
Phone Number	***Vendor Contact***
Term (Duration) From: 10/1/2026	**Through: 9/30/2029**
FUSD Contract Administrator: Steven.Shubin@fresnounified.org	**Benefits & Risk Management**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **670 0841 0880 5899 0000 6000**

Contract Amount: $48,008,052.00 **Estimated**

Scope of Work Summary: *Provides* Dental *Care Services For The District'S Eligible Active Employees, Retirees, And Their Respective Dependents. The Delta Dental Group Coverage Plan Provides For An Extensive Panel Of Dental Providers Throughout California As Part Of Its Preferred Provider Organization Network. The Dental Plan Services Through Delta Dental Are Accessed Using A Self-Funded Model With The District Responsible*

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

Routing Order:

1) Reviewed & approved by **Department:** Steven Shubin

2) Reviewed & approved by **Cabinet Level:** Patrick Jensen

3) Reviewed & approved by **Risk Management:**

4) Reviewed & approved by **Chief Financial Officer:**

Please return signed agreement back to (name/email) : Mai.Moua@Fresnounified.Org

Routing:BOE Board Date(if applicable): 9/23/2026

DENTAL ADMINISTRATIVE SERVICES CONTRACT

This Contract is entered into between **Fresno Unified School District** (Contractholder) and **Delta Dental of California** (hereinafter referred to as Delta Dental). This Contract supersedes and replaces all previous dental administrative services contract(s) issued by Delta Dental of California.

Whereas, Contractholder has adopted an employee dental benefit plan (the Plan, as defined below), which is set forth in the Employee Benefit Booklet, as shown in Section 7, mutually agreed upon by Contractholder and Delta Dental, and for which Contractholder retains all liabilities not otherwise identified in this Contract;

Whereas, Contractholder has requested Delta Dental to provide certain administrative services to the Plan and Delta Dental has agreed to provide such services in accordance with this Contract and, without assuming any liability of the Contractholder under the Plan not otherwise identified in this Contract;

Now therefore, in consideration of the mutual promises and covenants contained in this Contract, it is hereby agreed as follows:

SECTION 1. DEFINITIONS

Terms with capital letters appearing in this Contract shall have the meaning given to them in the Plan attached hereto as shown in Section 7. In addition, the following terms shall have these meanings:

1.01 **Contract** means this agreement between Delta Dental and Contractholder including the attached appendices, endorsements and riders, if any. This Contract constitutes the entire agreement between the parties.

1.02 **Contract Term** means the period during which this Contract is in effect. The Contract Term is shown in Appendix A.

1.03 **CVT** means California's Valued Trust.

1.04 **Plan** means the self-funded dental benefits program for Contractholder's employees or members and their eligible dependents as set forth in the appendices identified in Section 7 and incorporated into this Contract.

SECTION 2. DUTIES OF DELTA DENTAL

For the administrative charge set forth in Appendix A, Delta Dental will provide Contractholder with the following services for the administration and operation of the Plan:

2.01 **Claims Services**
Delta Dental shall provide the following claim services:

a) Evaluate and process claims presented for Benefits described in the employee dental benefit booklet or Contractholder's dental section of its summary plan description approved by Delta Dental and Contractholder. Claims shall be processed in accordance with Delta Dental's standard processing policies and the employee dental plan booklet as shown in Section 7 of this Contract or Contractholder's dental section of its summary plan description approved by Delta Dental. Services shall not be covered when received by a patient who is not an Enrollee at the time of treatment except for Single Procedures started while the patient was covered. Proof of loss must be furnished to Delta Dental within twelve (12) months after care is received. Failure to furnish proof of loss within this time period shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof of loss within such time and that such proof of loss was furnished as soon as reasonably possible. Proof of loss must be given no later than twelve (12) months from such time (unless the claimant was legally incapacitated). All written proof of loss must be given to Delta Dental within twelve (12) months of the termination of the Contract, as determined by the Contractholder.

b) Predetermine the amount of Benefits payable under the Contract. Pre-Treatment Estimate will be valid for twelve (12) months from the date of the Pre-Treatment Estimate, or until an earlier occurrence of any one of the following events:
- the date this Contract terminates;
- the date the Enrollee's coverage ends; or
- the date the Delta Dental Premier® Provider's (Premier Provider) or Delta Dental PPO Provider's (PPO Provider) agreement with Delta Dental ends.

c) Investigate claims when appropriate. This includes, but is not limited to, referring claims to professional consultants. In addition, Delta Dental may obtain to the extent permitted by law, from any Provider or from hospitals in which a Provider's care is provided, such information and records relating to an Enrollee as Delta Dental may require to determine the claim, or Delta Dental may require that an Enrollee be examined by a dental consultant retained by Delta Dental in or near the Enrollee's community or residence. Such information and records will be kept confidential.

d) Coordinate Benefit coverage when Benefits are being provided under two (2) or more group benefit plans or group health care programs as described in the Employee Benefit Booklet prepared by Delta Dental and approved by Contractholder or Contractholder's dental section of its summary plan description approved by Delta Dental.

e) Delta Dental may suspend claims for Enrollees if it does not receive all amounts due, in the amount and manner required by Section 3 and Appendix A. Also, Delta Dental shall not pay claims for any person unless included on the monthly eligibility list when the dental services are performed. However, a child shall be covered if notice of birth and payment are received within 31 days after birth. All payments for services performed by a PPO or Premier Provider will be made directly to the Provider. All other payments will be payable to the Primary Enrollee, or to the estate, or to an alternate recipient as directed by court order, except that if the person is a minor or otherwise not competent to give a valid release may be payable to an individual legally supporting the person.

f) Document claim payments to Providers for the purpose of reporting to the Internal Revenue Service.

g) Furnish to any Provider or any Enrollee, on request, a Claim Form to make a claim for payment for services under the Plan.

h) Notify the Primary Enrollee if any Benefits are denied for services submitted on a Claim Form. An Enrollee has 180 days after receiving a notice of denial to appeal it by writing to Delta Dental giving reason why the denial is disputed. The Enrollee may also ask Delta Dental to examine any records to aid an appeal. Delta Dental will review the denial in accordance with the Plan and render a decision.

i) Provide Contractholder with an annual projection of paid claims.

j) Provide Contractholder with standard claim activity reports.

2.02 **Employee Benefit Booklet**
Delta Dental shall be responsible for drafting an Employee Benefit Booklet which summarizes the Benefits and to whom Benefits are payable. Delta Dental is also responsible for providing this booklet to the Contractholder in an electronic format.

The booklet is non-assignable and the Benefits are non-assignable with the exception of payment of a claim to a PPO or Premier Provider or as required by law. If any amendment to this Contract shall materially affect any Benefits described in such booklet, Delta Dental will issue new booklets and amendments showing the change.

2.03 **Identification Card**
Delta Dental will make a non-transferable identification card available for each Primary Enrollees to download from Delta Dental's website (deltadentalins.com).

2.04 **PPO Providers and Premier Providers**

Delta Dental will provide access to PPO Provider and Premier Provider network listings on the Internet. Delta Dental's website address is deltadentalins.com. Delta Dental shall provide Contractholder with an electronic version of the PPO Provider Directory.

a) Contractholder understands and agrees that any agreement between Delta Dental and a Provider in a Delta Dental network is that of an independent contractor. Delta Dental shall not be responsible for any care rendered or not rendered by a Provider.

b) Any information relating to PPO Providers and Premier Providers will be considered the sole property of Delta Dental and shall not be distributed to third parties or for any purpose other than one which is reasonably necessary to carry out the terms of the Contract.

c) Delta Dental does not guarantee the availability of any Provider nor is it required that dental services be provided by any specific Provider.

SECTION 3. DUTIES OF CONTRACTHOLDER

3.01 **Eligibility**

On or before the Effective Date, Contractholder will furnish to Delta Dental, in writing or in electronic media format agreed by Delta Dental and the Contractholder, a listing of eligible Primary Enrollees and Dependent Enrollees. The listing must show the names, Enrollee ID numbers, dates of hire, dates of birth, dependent status and location codes, if any. The eligibility list shall include all active employees unless the employee waives coverage in writing or the Eligible Employee enrolls in an alternate dental plan offered by Contractholder. The eligibility list may also include retired employees.

Thereafter, before the 10th of each month, Contractholder must furnish to Delta Dental in the format agreed to above, a listing indicating specific additions, changes or terminations made during the prior month.

Contractholder will notify Delta Dental in writing of any requests for administrative fee adjustments for Enrollees who should have been terminated in the event Delta Dental was not previously notified of the termination(s). Said termination date will be adjusted retroactively to the immediately preceding three (3) months plus the current month, provided:

a) no claims were submitted to be processed on said Enrollee subsequent to the date of retroactive termination; and
b) The administrative fees were actually paid for the Enrollee subsequent to the date of retroactive termination.

Delta Dental will notify the Contractholder in writing of the revised termination date and administrative fees will be adjusted accordingly.

Delta Dental will not pay any Benefits for an Enrollee or Dependent Enrollee if proof of eligibility is not submitted. Also, Delta Dental will not pay Benefits for an Enrollee if the administrative fees are not paid for the month in which dental services are rendered.

3.02 **Audits**

Contractholder shall permit Delta Dental to audit its records to determine whether the lists of Primary Enrollees are correct, to prevent fraudulent enrollment, and to verify the monthly payments match the administrative charges. Delta Dental shall give Contractholder written notice within a reasonable time before the audit date.

Contractholder maintains the right to audit Delta Dental's monthly reconciliation used to base administrative fee. Contractholder maintains the right to audit Delta Dental's monthly reconciliation used to base administrative fee.

3.03 **Printing and Distribution**

Contractholder agrees to consult with Delta Dental to the extent reasonably practical concerning any material published or distributed relating to the Contract. No such material shall be published or distributed which is contrary to the terms of the Contract.

Contractholder will make the Employee Benefit Booklet drafted by Delta Dental available to each Primary Enrollee via its internal computer network or through its website. Contractholder will neither change nor revise the Employee Benefit Booklet without the prior written approval of Delta Dental.

3.04 **Electronic Transfer of Funds**
Delta Dental will produce a summary of administrative fees, claims paid and other payments due to providers for services rendered, which may include, but are not limited to, any value-based care, pay for performance or other incentive payments to participating providers, for which Contractholder is responsible. Delta Dental will transmit the summary by notification to CVT.

CVT will initiate a weekly Automatic Clearing House Credit to Delta Dental's account to reimburse Delta Dental for the payments in the summary within three (3) business days of receiving notification of the summary by Delta Dental.

Delta Dental may suspend claims payments at any time if the requested electronic funds transfer is not received within the allotted time frame.

SECTION 4. RELATIONSHIP OF THE PARTIES

4.01 Delta Dental and Contractholder are independent contractors for the purposes of this Contract.

4.02 Delta Dental shall be responsible for fulfilling its administrative duties and obligations as set forth in this Contract. Notwithstanding the foregoing, Delta Dental may, in its discretion, delegate one or more functions or tasks to one or more subsidiaries or affiliated companies (companies under common control with or by Delta Dental). Such delegation shall not in any way affect Delta Dental's continuing obligation to perform its stated duties and obligations under this Contract.

4.03 **Indemnification**
Contractholder shall indemnify, defend and hold harmless Delta Dental, its directors, officers, employees, agents and affiliated companies against any and all claims, demands, liabilities, costs, damages and causes of action or administrative proceedings whatsoever, including reasonable attorney's fees, arising from Contractholder's negligent performance or non-performance of its obligations under this Contract.

Delta Dental shall indemnify, defend and hold harmless the Contractholder, its directors, officers, employees, agents and affiliated companies against any and all claims, demands, liabilities, costs, damages and causes of action or administrative proceedings whatsoever, including reasonable attorney's fees, arising from Delta Dental's negligent performance or non-performance of its obligations under this Contract.

4.04 **Impossibility of Performance and Force Majeure**
Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in performance arising out of causes beyond its reasonable control. Such causes are limited to acts of God or of a public enemy, government action, outbreak of disease, explosion, fires, unusually severe weather, or other events(s) outside of the reasonable control of a party. Dates and times of performance shall be extended to the extent of the delays excused by this paragraph, provided that the party whose performance is affected notifies the other within a reasonable time of the existence and nature of the delay.

Unauthorized access to each party or any of its affiliates system, network, or database caused by stolen credentials, system vulnerabilities, or social engineering are excluded from this Section.

SECTION 5. GENERAL PROVISIONS

5.01 If during the Contract Term any new or increased tax, assessment, or fee is imposed on the amounts payable to, or by, Delta Dental under this Contract or any immediately preceding contract between Delta Dental and the Contractholder, the amount stated in Appendix A will be increased by the amount of any such new or increased tax, assessment, or fee. Delta Dental will therefore provide written notice of such circumstance to Contractholder, and the Contract shall thereby be modified on the date set forth in the notice.

5.02 The parties agree that all questions regarding interpretation or enforcement of the Contract shall be governed by the laws of the State of California, where the Contract was entered into and is to be performed. Any provision of the Contract which, on its Effective Date, is in conflict with statutes of said state is hereby amended to conform to minimum requirements of such statutes. Both parties agree that venue for any litigation arising from the Contract shall be in the appropriate Superior Court in Fresno, California.

5.03 Delta Dental is a member of the Delta Dental of California Holding Company System (the "Enterprise") under common management and administration. It is expected that some services under this Contract (i.e., claims processing or call center support) may be performed by Enterprise companies which operate under strict confidentiality and/or business associate agreements and for which Delta Dental remains responsible.

5.04 Delta Dental will not be responsible or liable for any incorrect, obsolete or unreadable data or information supplied to Delta Dental including, but not limited to, eligibility and enrollment information.

5.05 All formal notices required under the Contract must be in writing and sent by email, first-class United States Mail, overnight delivery service or personal delivery. Notice by first class United States Mail shall be effective forty-eight (48) hours after mailing.

Notice to Delta Dental shall be to:	Delta Dental of California 560 Mission Street, Suite 1300 San Francisco, CA 94105 Website Address: deltadentalins.com
Notice to Contractholder shall be to:	Fresno Unified School District 2309 Tulare Street Fresno, CA 93721 Website Address: www.fresnounified.org

5.06 Both parties to the Contract agree to permit and encourage the professional relationship between Provider and patient to be maintained without interference.

5.07 The Contract may not be amended except where expressly stated herein or in writing by mutual consent of Delta Dental and Contractholder.

5.08 If any portion of the Contract or any amendment thereto shall be determined by a court or other competent authority to be illegal, void, or unenforceable, such determination shall not abrogate the Contract or any portion thereof other than such portion determined to be illegal, void, or unenforceable, and all other portions of the Contract shall remain in full force and effect.

5.09 Contractholder shall comply in all respects with applicable federal, state, and local laws and regulations relating to administrative simplification, security, and privacy of individually identifiable Enrollee information. The Contractholder agrees that this Contract may be amended as necessary to comply with federal regulations issued under the Health Insurance Portability and Accountability Act of 1996 or to comply with any other enacted administrative simplifications, security, or privacy laws or regulations.

5.10 Absent fraud, each statement made by the Contractholder or Enrollee is considered to be a representation and not a warranty.

5.11 The parties agree to maintain confidential information using the same degree of care (which will be no less than reasonable care) as each uses to protect its own confidential information of a similar nature and to use confidential information only for specified purposes. Confidential information includes any information which the owner deems confidential, whether marked as confidential or otherwise clearly identifiable as confidential and includes information not known by the public or by parties which are competitive with or otherwise in an industry, trade or business similar to the owner of the confidential information. Subject to the terms of the Business Associate Agreement agreed hereto, the recipient of confidential information will

notify the owner of any unauthorized disclosure or breach of confidentiality as soon as possible after discovery and without unreasonable delay.

5.12 **Confidential Information**

a) For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b) Delta Dental hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Delta Dental becomes aware of any disclosure or use not in compliance with this Agreement, Delta Dental shall notify the Contractholder in writing within five (5) business days. Delta Dental shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 5.11.b). Upon the request of the Contractholder, Delta Dental shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 5.11 b).

c) Delta Dental's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Delta Dental or a third party; (b) is independently developed by Delta Dental without the aid, application or use of Confidential Information; or (c) was received by Delta Dental on a non-confidential basis prior to receipt from the Contractholder or from a third-party lawfully possessing and lawfully entitled to disclose such information.

d) Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Delta Dental, is otherwise required by law, provided that in either circumstance:
   i. Delta Dental shall furnish the Contractholder with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
   ii. Delta Dental shall give the Contractholder reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
   iii. Delta Dental shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e) All Confidential Information provided by the Contractholder to Delta Dental is and shall forever remain the sole and exclusive property of the Contractholder. By granting access to Confidential Information, the Contractholder does not grant any express or implied right to Delta Dental to use, publish or disclose any Confidential Information. After its review of the Confidential Information Delta Dental will return to the Contractholder all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the Contractholder's permission destroy the Confidential Information and certify in writing that it has been destroyed.

However, to the extent that Delta Dental determines that it is infeasible to return all property of the Contractholder, Delta Dental shall notify the Contractholder in writing of the conditions that make return infeasible. For any property for which return is infeasible, Delta Dental will continue to extend the protections of the Contractholder property and limit further uses and disclosures of such property to those purposes that make the return infeasible, for so long as Delta Dental maintains such property.

5.13 **Arbitration**

If any dispute arises concerning the performance, interpretation, or enforcement of this Agreement, the Parties hereto agree that such matter shall be determined by arbitration, upon the written request of one party given to the other. Such arbitration shall be conducted in the County of Fresno, California and shall be in accordance with the American Arbitration Association under its Commercial Arbitration Rules then in effect. Any award under such

arbitration, including any award for damages, may be entered in any court having jurisdiction thereof.

5.14 **Attorney's Fees**
The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

5.15 **INSURANCE**
Without limiting Delta Dental's indemnification, it is agreed that Delta Dental shall secure and maintain in force during the term of this Agreement: (1) a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million ($1,000,000) dollars per occurrence, two million ($2,000,000) dollars annual aggregate limit; (2) Business Automobile Liability Insurance shall be maintained for non-owned or hired automobiles with a combined single limit not less than one million ($1,000,000) dollars per occurrence; and (3) Errors and Omissions Insurance with a policy limit of no less than $5 million ($5,000,000) dollars. The Commercial General Liability policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event Delta Dental's policy should have an exclusion for sexual molestation or abuse claims, then Delta Dental shall be required to procure a supplemental policy providing such coverage. The Contractholder shall be included as an additional insured on the policies except for Errors and Omissions Insurance by separate endorsement. A Certificate of Insurance and Endorsements shall be attached to the Contract as proof of insurance. Delta Dental's policy shall provide that it is primary such that insurance maintained by the Contractholder, if any, shall be excess and not co-primary. Delta Dental shall produce the policy for the Contractholder, upon request.

SECTION 6. TERMINATION AND RENEWAL

6.01 The Term of the Contract shall be for the period set forth in Appendix A.

Delta Dental will notify the Contractholder in writing within 60 days prior to the end of each Contract Term of the renewal information.

6.02 The Contract may be terminated only for the following:
a) By Delta Dental, upon Contractholder's failure (i) to furnish Delta Dental with a list of all Primary Enrollees and Dependent Enrollees as required under Section 3.01; (ii) to permit the inspection of records as called for under Section 3.02; or (iii) to pay all amounts due, in the amount and manner required by Section 3 and Appendix A.
b) By either Contractholder or Delta Dental, upon expiration of a Contract Term, with no less than sixty (60) days' written notice.
c) By Delta Dental, in the event that the number of Primary Enrollees reported by Contractholder to Delta Dental shall be less than the minimum number of Primary Enrollees (shown in Appendix A) in each of three (3) consecutive months, but only upon written notice, given not more than 15 days after receipt of the list of Primary Enrollees which indicates that such grounds for termination exist, effective as of the last day of the month in which notice of termination is given.
d) By Delta Dental, in the event that the bank account for claim payment remains under funded as a result of insufficient funds for more than fifteen (15) days. The Contract shall terminate as of the last day of the month after the fifteen (15) days under funding has occurred.
e) By Contractholder or Delta Dental, upon ninety (90) days' written notice from the terminating party, for reasons which include, but are not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, failure to perform in a timely manner any provision of this Contract or at the discretion of the Contractholder.

6.03 In the event of termination by Delta Dental, all Benefits shall terminate and Delta Dental shall be released from all further obligations of the Contract other than administration of the claims run-out period identified below, effective on the last day of the month for which written notice of termination is given. Contractholder shall remain liable for claims incurred, paid or otherwise discharged during the term of the Contract and during the twelve (12) month claims run-out period.

6.04 In the event of termination, Delta Dental shall be paid its compensation for services performed prior to the termination date, including all reimbursable expenses then due or incurred to the date of termination, within thirty (30) days following the date of termination. Delta Dental and the Contractholder understand and agree that at the expiration of this Contract or any extension thereto, the Contractholder shall not otherwise be further obligated to Delta Dental except for claims and other payments due to providers incurred, paid, or otherwise discharged during the term of the Contract and during the twelve (12) month claims run-out period.

SECTION 7. ATTACHMENTS

The following documents are attached to this Contract and made a part hereof:

Appendix A Administrative Contract Variables

Appendix B Employee Benefit Booklet

SECTION 8. SIGNATURES

The terms of this Contract are agreed to by:

DELTA DENTAL OF CALIFORNIA



Name of Officer: MohammadReza Navid

Title: EVP, Chief Relationship and Business Development Officer

Date: June 5, 2026

FRESNO UNIFIED SCHOOL DISTRICT

{{Sig_es_:signer4:signature}}

Name of Officer: Patrick Jensen

Title: Chief Financial Officer

Date:

Approved As To Form:

Sep 2, 2026

Stacey Sandoval, Executive Director
Risk Management

APPENDIX A

ADMINISTRATIVE CONTRACT VARIABLES

A. Contract Number: 00697

B. The administrative services performed by Delta Dental under this Contract shall be effective commencing on October 1, 2026.

C. The Contract Term shall be for the period commencing on October 1, 2026 and concluding on September 30, 2029.

D. The monthly administrative charge is based on a minimum of 12,557 covered employees and the composition of the Contractholder's group at the beginning of each Contract Term. Delta Dental may propose a choice of changes in administrative charges for a 15 percent change in composition during the Contract Term, such as an increase or decrease in enrollment, change in location, change in job classifications, change in mix of active versus retiree enrollment or other similar change in the Contractholder's group composition that lasts three (3) months in a row or longer and results in an increase in cost per person of the Contractholder's group. Within 31 days of receipt of the proposed change(s), Contractholder will select one of the choices by written notice to Delta Dental. If Contractholder fails to do so, Delta Dental may select one of the choices by written notice to Contractholder. This Contract will be modified for all dental services predetermined and incurred after notice.

E. Delta Dental on a monthly basis will reconcile and bill for the administration of the Plan. Contractholder shall furnish to Delta Dental monthly payments of 5.75% of paid claims as compensation for administering the program. Any payment received after 90 days of the due date shall be subject to interest equal to one percentage point above the then current three month U.S. Treasury Bill rate.

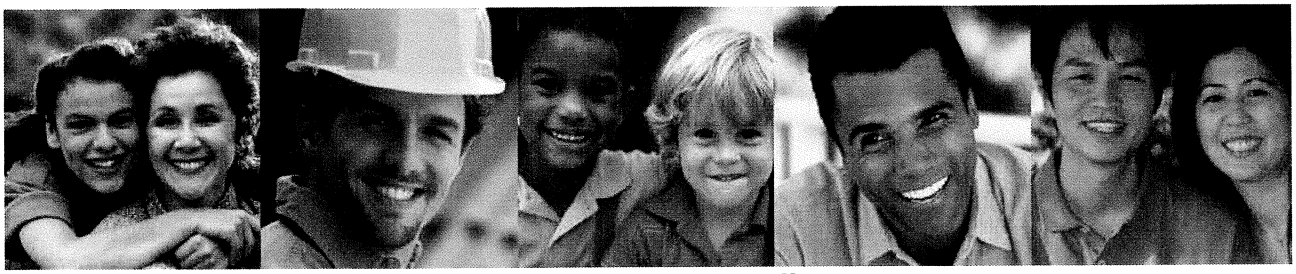
F. Delta Dental may change the amounts charge whenever the Contract is amended or whenever the Contractholder requests a change in Benefits or eligibility or when applicable under 5.01. Any change in amounts due shall not be effective during a Contract Term unless Contractholder and Delta Dental agree in writing (except as provided in D and E above or when applicable under 5.01).

G. The minimum number of Primary Enrollees for termination purposes is less than 10 or a reduction of 30% or more over three (3) consecutive months.

APPENDIX B

EMPLOYEE BENEFIT BOOKLET

FRESNO UNIFIED SCHOOL DISTRICT



deltadentalins.com

Group No: 00697

Effective Date: October 1, 2026

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ATTACHMENT A: MAXIMUMS AND CONTRACT BENEFIT LEVELS

ATTACHMENT B: SERVICES, LIMITATIONS AND EXCLUSIONS

INTRODUCTION

We are pleased to welcome you to the group dental plan for **Fresno Unified School District**. Your plan is self-funded by your employer and your claims are administered by Delta Dental. Our goal is to provide you with the highest quality dental care and to help you maintain good dental health. We encourage you not to wait until you have a problem to see the Provider, but to see him/her on a regular basis.

This Employee Benefit Booklet is a summary of your group dental program. Please read it carefully. It only summarizes the detailed provisions of the group dental contract issued by Delta Dental of California ("Delta Dental") and cannot modify the Contract in any way.

Using This Employee Benefit Booklet

This Employee Benefit Booklet, which includes Attachment A, Maximums and Contract Benefit Levels (Attachment A) and Attachment B, Services, Limitations and Exclusions (Attachment B), discloses the terms and conditions of your coverage and is designed to help you make the most of your dental plan. It will help you understand how the plan works and how to obtain dental care. Please read this booklet completely and carefully. Keep in mind that "you" and "your" mean the individuals who are covered. "We," "us" and "our" always refer to Delta Dental. In addition, please read the Definitions section, which will explain any words that have special or technical meanings under the Contract.

The benefit explanations contained in this booklet are subject to all provisions of the Contract on file with your employer, trust fund, or other entity ("Contractholder") and do not modify the terms and conditions of the Contract in any way, nor shall you accrue any rights because of any statement in or omission from this booklet. This booklet is *not* a Summary Plan Description to meet the requirements of ERISA.

Notice: *This booklet is a summary of your group dental plan and must be in effect at the time covered dental services are provided. This information is not a guarantee of covered benefits, services or payments.*

Contact Us

For more information, please visit our website at deltadentalins.com or call our Customer Service Center. A Customer Service Representative can answer questions you may have about obtaining dental care, help you locate a Delta Dental Provider, explain benefits, check the status of a claim, and assist you in filing a claim.

You can access our automated information line at 888-335-8227 during regular business hours to obtain information about Enrollee eligibility and benefits, group benefits, or claim status, or to speak to a Customer Service Representative for assistance. If you prefer to write us with your question(s), please mail your inquiry to the following address:

Delta Dental of California
560 Mission Street, Suite 1300
San Francisco, CA 94105

DEFINITIONS

Terms when capitalized in your Employee Benefit Booklet have defined meanings, given in the section below or throughout the booklet sections.

Accepted Fee: the amount the attending Provider agrees to accept as payment in full for services rendered.

Benefits: covered dental services provided under the terms of the Contract.

Calendar Year: the 12 months of the year from January 1 through December 31.

Claim Form: the standard form used to file a claim or request Pre-Treatment Estimate.

Contract: the agreement between Delta Dental and the Contractholder, including any attachments.

Contract Benefit Level: the percentage of the Maximum Contract Allowance that Delta Dental will pay after any Deductible has been satisfied as shown in Attachment A.

Contractholder: the employer, union or other organization or group as named herein contracting to obtain Benefits.

Days: any mention of "days" in this Employee Benefit Booklet shall be calendar days unless defined otherwise.

Delta Dental Premier® Provider (Premier Provider): a Provider who contracts with Delta Dental or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental Premier Contracted Fee as payment in full for covered services provided under a plan. A Premier Provider also agrees to comply with Delta Dental's administrative guidelines.

Delta Dental Premier Contracted Fee: the fee for a Single Procedure covered under the Contract that a Premier Provider has contractually agreed to accept as payment in full for covered services.

Delta Dental PPO℠ Provider (PPO Provider): a Provider who contracts with Delta Dental or any other member company of the Delta Dental Plans Association and agrees to accept the Delta Dental PPO Contracted Fee contracted fees as payment in full for covered services provided under a PPO dental plan. A PPO Provider also agrees to comply with Delta Dental's administrative guidelines.

Delta Dental PPO Contracted Fee: the fee for a Single Procedure covered under the contract that a PPO Provider has contractually agreed to accept as payment in full for covered services.

Dependent Enrollee: an Eligible Dependent enrolled to receive Benefits.

Effective Date: the original date the Contract starts. This date is given on this booklet's cover.

Eligible Dependent: a dependent of an Eligible Employee eligible for Benefits.

Eligible Employee: any employee or retiree as eligible for Benefits.

Enrollee: an Eligible Employee ("Primary Enrollee") or an Eligible Dependent ("Dependent Enrollee") enrolled to receive Benefits.

Enrollee Pays: Enrollee's financial obligation for services calculated as the difference between the amount shown as the Accepted Fee and the portion shown as "Delta Dental Pays" on the claims statement when a claim is processed.

Enrollee's Effective Date of Coverage: the date the Contractholder reports coverage will begin for each Primary Enrollee and each Dependent Enrollee.

Maximum: is the maximum dollar amount ("Maximum Amount" or "Maximum") Delta Dental will pay toward the cost of dental care. Enrollees must satisfy costs above this amount. Delta Dental will pay the Maximum Amount(s), if applicable, shown in Attachment A for Benefits under the Contract.

Maximum Contract Allowance: the reimbursement under the Enrollee's benefit plan against which Delta Dental calculates its payment and the Enrollee's financial obligation. Subject to adjustment for extreme difficulty or unusual circumstances, the Maximum Contract Allowance for services provided:

- by a PPO Provider is the lesser of the Provider's Submitted Fee or the Delta Dental PPO Contracted Fee.
- by a Premier Provider is the lesser of the Provider's Submitted Fee or the Delta Dental Premier Contracted Fee.
- by a Non-Delta Dental Provider is the lesser of the Provider's Submitted Fee or the Program Allowance.

Non-Delta Dental Provider: a Provider who is not a PPO Provider or a Premier Provider and is not contractually bound to abide by Delta Dental's administrative guidelines.

Open Enrollment Period: the month of the year during which employees may change coverage for the next Contract Year.

Pre-Treatment Estimate: an estimation of the allowable Benefits under the Contract for the services proposed, assuming the person is an eligible Enrollee.

Primary Enrollee: an Eligible Employee enrolled in the plan to receive Benefits; may also be referred to as "Enrollee."

Procedure Code: the Current Dental Terminology© (CDT) number assigned to a Single Procedure by the American Dental Association.

Program Allowance: the maximum amount Delta Dental will reimburse for a covered procedure. Delta Dental sets the Program Allowance for each procedure through a review of proprietary data by geographic area. The Program Allowance may vary by the contracting status of the Provider and/or the Program Allowance selected by the Contractholder.

Provider: a person licensed to practice dentistry when and where services are performed. A Provider shall also include a dental partnership, dental professional corporation or dental clinic.

Qualifying Status Change: a change in:

- marital status (marriage, divorce, legal separation, annulment or death);
- number of dependents (a child's birth, adoption of a child, placement of child for adoption, addition of a step or foster child or death of a child);
- employment status (change in employment status of Enrollee or Eligible Dependent);
- dependent child ceases to satisfy eligibility requirements;
- residence (Enrollee, dependent Spouse or child moves);
- a court order requiring dependent coverage; or
- any other current or future election changes permitted by Internal Revenue Code Section 125.

Spouse: a person related to or a partner of the Primary Enrollee:

- as defined and as may be required to be treated as a Spouse by the laws of the state where the Contract is issued and delivered;
- as defined and as may be required to be treated as a Spouse by the laws of the state where the Primary Enrollee resides; and
- as may be recognized by the Contractholder.

Submitted Fee: the amount that the Provider bills and enters on a claim for a specific procedure.

COST OF COVERAGE

You are not required to contribute towards the cost of your coverage.

You are required to contribute towards the cost of your Dependent Enrollee's coverage.

We may cancel the Contract 30 days after written notice to the Contractholder if the cost of coverage is not paid when due.

ELIGIBILITY AND ENROLLMENT

Eligibility Requirements

The Contractholder is responsible for establishing eligibility and reporting enrollment to Us. We process enrollment as reported. You are eligible to enroll if you meet the eligibility requirements defined by the Contractholder.

Retirees are also eligible for this Plan.

If your dependents are covered, they will be eligible when you are or as soon as they become dependents.

- Dependents are the Primary Enrollee's Spouse and dependent children from birth to age 26.
- Children include natural children, stepchildren, foster children, adopted children, children placed for adoption and children of a partner as recognized by the Contractholder. The dependents of Primary Enrollees are eligible to enroll on the same date that the employee, of whom they are a Dependent, becomes a Primary Enrollee. Later-acquired dependents become eligible as soon as they acquire dependent status.
- An overage dependent child may be eligible if:
  (1) he or she is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness or condition that began prior to reaching the limiting age;
  (2) he or she is chiefly dependent on the eligible employee for support; and
  (3) proof of dependent child's disability is provided within 60 days of request. Such requests will not be made more than once a year following a two year period after this dependent reaches the limiting age. Eligibility will continue as long as the dependent relies on the eligible employee for support because of a physically or mentally disabling injury, illness or condition that began before he or she reached the limiting age.

Dependents serving active military duty are not eligible, as they are typically covered under health and dental coverage provided by the military while they are on active duty.

Enrollment Requirements

If you are paying coverage for your dependents then:

- You must enroll within 31 days after the date you become eligible or during an Open Enrollment Period.
- All dependents must be enrolled within 31 days after they become eligible or during an Open Enrollment Period.
- If you elect dependent coverage, you must enroll all of your Dependent Enrollees for coverage.
- Coverage cannot be dropped or changed other than during an Open Enrollment Period or because of a Qualifying Status Change.
- If you pay the cost of coverage for your Dependent Enrollees, you must pay in the manner elected by the Contractholder and approved by us until your dependents are no longer eligible or until you choose to drop dependent coverage. Coverage may not be changed at any time other than during an Open Enrollment Period or if there is a Qualifying Status Change.
- If both you and your Spouse are eligible persons, one may not enroll as a Dependent Enrollee of the other. Dependent children may enroll as Dependent Enrollees of only one Primary Enrollee.

- A child who is eligible as a Primary Enrollee and a dependent can be insured under the Contract as a Primary Enrollee or as a Dependent Enrollee but not both at the same time.

Loss of Eligibility

Your coverage ends on the earlier of (1) the last day of the month you stop working for the Contractholder, (2) are no longer an Eligible Employee of the Contractholder or (3) immediately when the Contract ends. Your Spouse loses coverage when your coverage ends or when dependent status is lost. Your dependent children lose coverage when your coverage ends or the last day of the month when dependent status is lost.

Continuation of Benefits

We will not pay for any services/treatment received after your coverage ends. However, we will pay for covered services incurred while you were eligible if the procedures were completed within 31 days of the date your coverage ended.

A dental service is incurred:
- for an appliance (or change to an appliance), at the time the impression is made;
- for a crown, bridge or cast restoration, at the time the tooth or teeth are prepared;
- for root canal therapy, at the time the pulp chamber is opened; and
- for all other dental services, at the time the service is performed or the supply furnished.

Strike, Lay-off and Leave of Absence

You and your dependents will not be covered for any dental services received while you are on strike, lay-off or leave of absence, other than as required under the Family & Medical Leave Act of 1993 or other applicable state or federal law*.

Benefits for you and your Dependent Enrollees will resume as follows:
- if coverage is reactivated in the same Calendar Year and maximums will resume as if you were never gone; or
- if coverage is reactivated in a different Calendar Year and maximums will apply.

Coverage will resume provided the Contractholder submits a request to Delta Dental that coverage be reactivated.

*Coverage for you and your dependents is not affected if you take a leave of absence allowed under the Family & Medical Leave Act of 1993 or other applicable state or federal law. If you are currently paying any part of your cost of coverage, you may choose to continue coverage. If you do not continue coverage during the leave, you can resume that coverage on your return to active work as if no interruption occurred.

Important: The Family & Medical Leave Act of 1993 does not apply to all companies, only those that meet certain size guidelines. See your Human Resources Department for complete information.

If you are rehired within the same Calendar Year and maximums will resume as if you were never gone.

Continued Coverage under USERRA

As required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), if you are covered by the Contract on the date your USERRA leave of absence begins, you may continue dental coverage for yourself and any covered dependents. Continuation of coverage under USERRA may not extend beyond the earlier of:
- 24 months, beginning on the date the leave of absence begins, or;
- the date you fail to return to work within the time required by USERRA.

For USERRA leave that extends beyond 31 days, the cost of coverage for continuation of coverage will be the same as for COBRA coverage.

Continuation of Coverage Under COBRA

COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1985) provides a way for you and your Dependent Enrollees who lose employer-sponsored group health plan coverage to continue coverage for a period of time. COBRA does not apply to all companies, only those that meet certain size guidelines. See your Human Resources Department for complete information.

We do not assume any of the obligations required by COBRA of the Contractholder or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA).

CONDITIONS UNDER WHICH BENEFITS ARE PROVIDED

We will pay Benefits for the dental services described in Attachments A and B. We will pay Benefits only for covered services. The Contract covers several categories of dental services when a Provider provides them and when they are necessary and within the standards of generally accepted dental practice standards. Claims will be processed in accordance with our standard processing policies. The processing policies may be revised at the beginning of a Calendar Year to comply with annual CDT changes made by the American Dental Association and to reflect changes in generally accepted dental practice standards. Delta Dental will provide advance notice of such changes to the Contractholder who will then distribute to Primary Enrollees.

We will use the processing policies that are in effect at the time the claim is processed. We may use dentists (dental consultants) to review treatment plans, diagnostic materials and/or prescribed treatments to determine generally accepted dental practices and to determine if treatment has a favorable prognosis. Limitations and Exclusions will be applied for the period the person is an Enrollee under any Delta Dental program or prior dental care program provided by the Contractholder subject to receipt of such information from the Contractholder or at the time a claim is submitted. Additional eligibility periods, if any, are listed in Attachment A. If you receive dental services from a Provider outside the state of California, the Provider will be paid according to Delta Dental's network payment provisions for said state according to the terms of the Contract.

If a primary dental procedure includes component procedures that are performed at the same time as the primary procedure, the component procedures are considered to be part of the primary procedure for purposes of determining the Benefit payable under the Contract. Even if the Provider bills separately for the primary procedure and each of its component parts, the total Benefit payable for all related charges will be limited to the maximum Benefit payable for the primary procedure.

Enrollee Coinsurance

We will pay a percentage of the Maximum Contract Allowance for covered services, as shown in Attachment A and you are responsible for paying the balance. What you pay is called the enrollee coinsurance ("Enrollee Coinsurance") and is part of your out-of-pocket cost. You pay this even after a Deductible has been met.

The amount of your Enrollee Coinsurance will depend on the type of service and the Provider providing the service (see section titled "Selecting Your Provider"). Providers are required to collect Enrollee Coinsurance for covered services. Your group has chosen to require Enrollee Coinsurances under this program as a method of sharing the costs of providing dental Benefits between the Contractholder and Enrollees. If the Provider discounts, waives or rebates any portion of the Enrollee Coinsurance to you, we will be obligated to provide as Benefits only the applicable percentages of the Provider's fees or allowances reduced by the amount of the fees or allowances that are discounted, waived or rebated.

It is to your advantage to select PPO Providers because they have agreed to accept the Maximum Contract Allowance as payment in full for covered services, which typically results in lower out-of-pocket costs for you. Please refer to the section titled "Selecting Your Provider" for more information.

Maximum Amount

Most dental plans have a Maximum Amount. A Maximum Amount is the maximum dollar amount we will pay toward the cost of dental care. You are responsible for paying costs above this amount. The Maximum Amount payable is shown in Attachment A. Maximums may apply on a yearly basis, a per services basis, or a lifetime basis.

Pre-Treatment Estimate

Pre-Treatment Estimate requests are not required; however, your Provider may file a Claim Form before beginning treatment, showing the services to be provided to you. We will estimate the amount of Benefits payable under the Contract for the listed services. By asking your Provider for a Pre-Treatment Estimate from us before you agree to receive any prescribed treatment, you will have an estimate up front of what we will pay and the difference you will need to pay. The Benefits will be processed according to the terms of the Contract when the treatment is actually performed. Pre-Treatment Estimates are valid for 365 days unless other services are received after the date of the Pre-Treatment Estimate, or until an earlier occurrence of any one of the following events:

- the date the Contract terminates;
- the date Benefits under the Contract are amended if the services in the Pre-Treatment Estimate are part of the amendment;
- the date your coverage ends; or
- the date the Provider's agreement with Delta Dental ends.

A Pre-Treatment Estimate does not guarantee payment. It is an estimate of the amount we will pay if you are enrolled and meet all the requirements of the program at the time the treatment you have planned is completed and may not take into account any Deductibles, so please remember to figure in your Deductible if necessary.

Coordination of Benefits

We coordinate the Benefits under the Contract with an Enrollee's benefits under any other group or pre-paid plan or Benefit plan designed to fully integrate with other policies. If this plan is the "primary" plan, we will not reduce Benefits. If this plan is the "secondary" plan, we may reduce Benefits otherwise payable under the Contract so that the total benefits paid or provided by all plans do not exceed 100 percent of total allowable expense.

- How do we determine which plan is the "primary" program?

  (1) The plan covering you as an employee is primary over a plan covering you as a dependent.

  (2) The plan covering you as an employee is primary over a plan which covers the insured person as a dependent; except that: if the insured person is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is:
  a) secondary to the plan covering the insured person as a dependent and
  b) primary to the plan covering the insured person as other than a dependent (e.g., a retired employee), then the benefits of the plan covering the insured person as a dependent are determined before those of the plan covering that insured person as other than a dependent.

  (3) Except as stated below, when this plan and another plan cover the same child as a dependent of different persons, called parents:
  a) The benefits of the plan of the parent whose birthday falls earlier in a year are determined before those of the plan of the parent whose birthday falls later in that year, but
  b) If both parents have the same birthday, the benefits of the plan which covered one parent longer are determined before those of the plan which covered the other parent for a shorter period of time.
  c) However, if the other plan does not have the birthday rule described above, but instead has a rule based on the gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.

(4) In the case of a dependent child of legally separated or divorced parents, the plan covering the Enrollee as a dependent of the parent with legal custody, or as a dependent of the custodial parent's Spouse (i.e., step-parent) will be primary over the plan covering the Enrollee as a dependent of the parent without legal custody. If there is a court decree which would otherwise establish financial responsibility for the health care expenses with respect to the child, the benefits of a plan which covers the child as a dependent of the parent with such financial responsibility will be determined before the benefits of any other policy which covers the child as a dependent child.

(5) If the specific terms of a court decree state that the parents will share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child will follow the order of benefit determination rules outlined in (3) a) through (3) c).

(6) The Benefits of a plan which covers an insured person as an employee who is neither laid off nor retired are determined before those of a plan which covers that insured person as a laid off or retired employee. The same would hold true if an insured person is a dependent of a person covered as a retiree and an employee. If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.

(7) If an insured person whose coverage is provided under a right of continuation pursuant to federal or state law also is covered under another plan, the following will be the order of benefit determination:
   a) First, the Benefits of a plan covering the insured person as an employee or Primary Enrollee (or as that insured person's dependent);
   b) Second, the Benefits under the continuation coverage.

   If the other plan does not have the rule described above, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.

(8) If none of the above rules determine the order of benefits, the benefits of the plan which covered you longer are determined before those of the plan which covered you for the shorter term.

(9) When determination cannot be made in accordance with the above, the benefits of a plan that is a medical plan covering dental as a benefit shall be primary to a dental-only plan.

SELECTING YOUR PROVIDER

Free Choice of Provider
You may see any Provider for your covered treatment whether the Provider is a PPO Provider, Premier Provider or a Non-Delta Dental Provider. This plan is a PPO plan and the greatest benefits – including out-of-pocket savings – occur when you choose a PPO Provider. To take full advantage of your Benefits, we highly recommend you verify a Provider's participation status within a Delta Dental network with your dental office before each appointment. Review this section for an explanation of Delta Dental payment procedures to understand the method of payments applicable to your Provider selection and how that may impact your out-of-pocket costs.

Locating a PPO Provider
You may access information through our website at deltadentalins.com. You may also call our Customer Service Center and one of our representatives will assist you. We can provide you with information regarding a Provider's network participation, specialty and office location.

Choosing a PPO Provider
A PPO Provider potentially allows the greatest reduction in Enrollees' out-of-pocket expenses since this select group of Providers will provide dental Benefits at a charge that has been contractually agreed upon. Payment for covered services performed by a PPO Provider is based on the Maximum Contract Allowance.

Choosing a Premier Provider
A Premier Provider is a Delta Dental Provider who has not agreed to the features of the PPO plan. Payment for covered services performed by a Premier Provider is based on the Maximum Contract Allowance. The amount charged by a Premier Provider may be above that accepted by PPO Providers but no more than the Delta Dental Premier Contracted Fee.

Choosing a Non-Delta Dental Provider
If a Provider is a Non-Delta Dental Provider, the amount charged to Enrollees may be above that accepted by PPO or Premier Providers, and Enrollees will be responsible for balance billed amounts. Payment for covered services performed by a Non-Delta Dental Provider is based on the Maximum Contract Allowance, and the Enrollee may be balance billed up to the Provider's Submitted Fee.

Additional Obligations of PPO and Premier Providers
- The PPO Provider or Premier Provider must accept assignment of Benefits, meaning these Providers will be paid directly by Delta Dental after satisfaction of any Deductible and Enrollee Coinsurance. The Enrollee does not have to pay all the dental charges while at the dental office and then submit the claim for reimbursement.
- The PPO Provider or Premier Provider will complete the dental Claim Form and submit it to Delta Dental for reimbursement.
- PPO and Premier Providers accept contracted fees as payment in full for covered services and will not balance bill if there is a difference between Submitted Fees and contracted fees.

How to Submit a Claim

Claims for Benefits must be filed on a standard Claim Form that is available in most dental offices. PPO and Premier Providers will fill out and submit your claims paperwork for you. Some Non-Delta Dental Providers may also provide this service upon your request. If you receive services from a Non-Delta Dental Provider who does not provide this service, you can submit your own claim directly to us. Please refer to the section titled "Notice of Claim Form" for more information.

Your dental office should be able to assist you in filling out the Claim Form. Fill out the Claim Form completely and send it to:

Delta Dental of California
P.O. Box 997330
Sacramento, CA 95899-7330

Payment Guidelines

We do not pay PPO or Premier Providers any incentive as an inducement to deny, reduce, limit or delay any appropriate service.

If you or your Provider files a claim for services more than 12 months after the date you received the services, payment may be denied. If the services were received from a Non-Delta Dental Provider, you are still responsible for the full cost. If the payment is denied because your PPO Provider failed to submit the claim on time, you may not be responsible for that payment. However, if you did not tell your PPO Provider that you were covered under a Delta Dental Policy at the time you received the service, you may be responsible for the cost of that service.

If you have any questions about any dental charges, processing policies and/or how your claim is paid, please contact us.

Provider Relationships

Enrollees and Delta Dental agree to permit and encourage the professional relationship between Provider and Enrollee to be maintained without interference. Any PPO, Premier or Non-Delta Dental Provider, including any Provider or employee associated with or employed by them, who provides dental services to an Enrollee does so as an independent contractor and shall be solely responsible for dental advice and for performance of dental services, or lack thereof, to the Enrollee.

CLAIMS AND APPEALS

We will notify you and your Provider if Benefits are denied for services submitted on a Claim Form, in whole or in part, stating the reason(s) for denial. For post-service claims, if you have provided all of the information needed to process the claim, we will notify you within thirty (30) days of receipt of the claim, unless an extension of up to fifteen (15) days is necessary due to matters beyond the control of the Plan. If an extension is necessary, we will notify you of the circumstances requiring the extension before the end of the thirty (30) day period and provide the date by which we expect to render a decision. If the extension is necessary because you have not submitted the information necessary to decide the claim, the notice of extension will specifically describe the required information, and you will be afforded at least forty-five (45) days from receipt of the notice to provide the specified information.

For pre-service claims involving urgent care, we will notify you of the Plan's benefit determination (whether or not adverse) as soon as possible, taking into account the dental exigencies, but no more than seventy-two (72) hours after receipt of the pre-service claim, unless you fail to provide sufficient information to determine whether, or to what extent, benefits are covered or payable under the Plan. Notice of a decision on an urgent care pre-service claim may be provided orally within this time frame, provided that written or electronic notice is provided no less than three (3) days after the oral notification. If you fail to provide sufficient information for us to decide an urgent care pre-service claim, we will notify you of the specific information necessary to complete the claim as soon as possible, but no later than twenty-four (24) hours after receipt of the pre-service claim. We will allow additional time for you to provide the specified information. The additional time will be a reasonable amount of time, taking into account the circumstances, but not less than forty-eight (48) hours. In such cases, we will notify you of our benefit determination as soon as possible, but in no case later than forty-eight (48) hours after the earlier of (i) the receipt of the specified additional information, or (ii) the expiration of the period afforded you to provide the specified additional information.

For purposes of the Plan, a "claim involving urgent care" is any claim for care or treatment with respect to which the application of the time periods for making non-urgent care determinations (i) could seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function, or (ii) in the opinion of a licensed clinical professional with knowledge of the claimant's dental condition, would subject the claimant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim. Whether a claim is a "claim involving urgent care" is determined by an individual acting on behalf of the Plan applying the judgment of a prudent layperson who possesses an average knowledge of health and medicine. However, any claim that a licensed clinical professional with knowledge of the claimant's dental condition determines is a "claim involving urgent care" shall be treated as a "claim involving urgent care" for purposes of the Plan's claims and appeals provisions.

If we have approved an ongoing course of treatment to be provided over a period of time or number of treatments, then the following applies:

- Any reduction or termination by the Plan of such course of treatment (other than by Plan amendment or termination) before the end of such period of time or number of treatments shall constitute an adverse benefit determination. We will notify you of the adverse benefit determination at a time sufficiently in advance of the reduction or termination to allow you to appeal and obtain a determination on review of that adverse benefit determination before the benefit is reduced or terminated.
- Any request by you to extend the course of treatment beyond the period of time or number of treatments that is a claim involving urgent care shall be decided as soon as possible, taking into account the medical exigencies, and we will notify you of the benefit determination (whether adverse or not) within twenty-four (24) hours after we receive the claim, provided that any such claim is made to the Plan at least twenty-four (24) hours prior to the expiration of the prescribed period of time or number of treatments.

The Plan does not currently require prior authorization to receive benefits, so you are not currently required to follow procedures for pre-service claims.

Notice of Claim Denial

If your claim is denied, we will notify you in writing and provide the following:

- The specific reason(s) for the denial;
- Specific references to the pertinent Plan provisions on which the denial is based;
- A description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such material or information is necessary;
- An explanation of the Plan's review procedures and the time limits applicable to such procedures;
- Your right to bring a civil action under ERISA Section 502(a) after exhausting all claims and appeals processes;
- If your claim is denied based on medical necessity, experimental treatment, or similar exclusion or limitation, an explanation of the scientific or clinical judgment applied in the benefit determination, or a notice of where and how you can obtain a copy, free of charge;
- If your claim for benefits is denied based on an internal rule, guideline, protocol, or other similar criterion, the notice will either state the specific rule, guideline, protocol, or other similar criterion; or include a statement that a copy of such rule, guideline, protocol, or other criterion will be provided to you free of charge upon request;
- In the case of a denial concerning a claim involving urgent care, a description of the expedited review process applicable to such claims; and
- A statement that additional information regarding voluntary alternative dispute resolution options, such as mediation, may be obtained by contacting your local U.S. Department of Labor Office.

If the denial concerns a claim involving urgent care, the information described above may be provided to the claimant orally within the applicable time period described in "Timing of Claim Decision," provided that a written or electronic notification is furnished no later than three (3) days after the oral notification.

Timing of Appeal

You have at least 180 days after receiving a notice of denial to request an appeal or grievance by writing to us giving reasons why you believe the denial was wrong. You and your Provider will have the opportunity to submit written comments, documents, records, and other information relating to the claim and may ask Delta Dental to examine any additional information provided that may support the appeal or grievance. Upon request and free of charge, you will be provided reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits (other than legally or medically privileged documents), a copy of any internal rule, guideline, protocol and/or explanation of the scientific or clinical judgment if relied upon in denying or modifying the claims.

Send your appeal or grievance to us at the address shown below:

Delta Dental of California
Customer Service Department
P.O. Box 997100
Sacramento, CA 95899
Phone Number: 888-335-8227

Review of Appeal

For appeals of post-service claims, we will send you a written acknowledgment of receipt within five (5) days upon our receipt of the appeal or grievance. We will make a full and fair review and may ask for more documents during this review if needed. The review will take into account all comments, documents, records or other information, regardless of whether such information was submitted or considered in the initial claim determination. The review will be conducted for us by an appropriate person who is neither the individual who made the claim denial that is subject to the review, nor the subordinate of such individual. The review does not afford deference to the initial adverse benefit determination.

If your appeal is based in whole or in part on a clinical judgment, including determinations with regard to whether a particular treatment, drug, or other item is an experimental, investigational, or unproven service or not medically necessary or appropriate, the appropriate named person will consult with an appropriately trained and experienced dentist, who will not be the individual who was consulted in connection with the initial claim determination that is the subject of the appeal nor the subordinate of such individual. Upon request, we will provide for the identification of any licensed clinical or vocational experts whose advice was obtained in connection with the denial of your claim, without regard to whether the advice was relied upon in making the claim determination.

In the case of a claim involving urgent care, (i) a request for an expedited appeal of an adverse benefit determination may be submitted orally or in writing by the claimant; and (ii) all necessary information, including the Plan's benefit determination on review, shall be transmitted between the Plan and the claimant by telephone, facsimile, or other available similarly expeditious method.

Notice of Appeal Decision

For appeals of post-service claims, we will send the Enrollee a written decision within sixty (60) days after receipt of the Enrollee's appeal or grievance. If your appeal is denied, the notice will include the following:

- The specific reason(s) for the denial;
- Specific references to the pertinent Plan provisions on which the denial is based;
- Your entitlement to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information (other than legally or medically privileged documents) relevant to your claim for benefits;
- A statement describing any voluntary appeal procedures offered by the Plan and your right to obtain the information about such procedures;
- Your right to bring a civil action under ERISA Section 502(a) after completion of all required levels of review;
- If your claim is denied based on medical necessity, experimental treatment, or similar exclusion or limitation, an explanation of the scientific or clinical judgment applied in the benefit determination, or a notice of where and how you can obtain a copy free of charge upon request;
- If your claim for benefits is denied based on an internal rule, guideline, protocol, or other similar criterion, the notice will either state the specific rule, guideline, protocol, or other similar criterion; or include a statement that a copy of such rule, guideline, protocol, or other criterion will be provided to you free of charge upon request; and
- The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

For a claim involving urgent care, we will notify you of the Plan's benefit determination on review as soon as possible, taking into account the medical exigencies, but not later than seventy-two (72) hours after receipt of your request for review of an adverse benefit determination.

If the Enrollee believes they need further review of their appeal or grievance, they may contact their state regulatory agency if applicable. If the group health plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the Enrollee may contact the U.S. Department of Labor, Employee Benefits Security Administration (EBSA) for further review of the claim or if the Enrollee has questions about the rights under ERISA. The Enrollee may also bring a civil action under section 502(a) of ERISA. The address of the U.S. Department of Labor is: U.S. Department of Labor, Employee Benefits Security Administration (EBSA), 200 Constitution Avenue, N.W. Washington, D.C. 20210.

GENERAL PROVISIONS

Non-Discrimination

Delta Dental complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Delta Dental does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Delta Dental:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact Delta Dental's Customer Service Center at 800-471-0287.

If you believe that Delta Dental has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance electronically online, over the phone with a Customer Service representative, or by mail.

Delta Dental
P.O. Box 997100
Sacramento, CA 95899
Telephone Number: 800-471-0287
Website Address: deltadentalins.com

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

Clinical Examination

Before approving a claim, we will be entitled to receive, to such extent as may be lawful, from any attending or examining Provider, or from hospitals in which a Provider's care is provided, such information and records relating to attendance to or examination of, or treatment provided to, you as may be required to administer the claim, or have you be examined by a dental consultant retained by us at our expense, in or near your community or residence. We will in every case hold such information and records confidential.

Notice of Claim Form

We will give you or your Provider, on request, a Claim Form to make claim for Benefits. To make a claim, the form should be completed and signed by the Provider who performed the services and by the patient (or the parent or guardian if the patient is a minor) and submitted to us at the address above.

If the form is not furnished by us within 15 days after requested by you or your Provider, the requirements for proof of loss set forth in the next paragraph will be deemed to have been complied with upon the submission to us, within the time established in said paragraph for filing proofs of loss, of written proof covering the occurrence, the character and the extent of the loss for which claim is made. You or your Provider may download a Claim Form from our website.

Written Notice of Claim/Proof of Loss

We must be given written proof of loss within 12 months after the date of the loss. If it is not reasonably possible to give written proof in the time required, the claim will not be reduced or denied solely for this reason, provided proof is filed as soon as reasonably possible. In any event,

proof of loss must be given no later than one year from such time (unless the claimant was legally incapacitated).

All written proof of loss must be given to us within 12 months of the termination of the Contract.

Time of Payment

Claims payable under the Contract for any loss other than loss for which the Contract provides any periodic payment will be processed no later than 30 days after written proof of loss is received. We will notify you and your Provider of any additional information needed to process the claim within this 30 day period.

To Whom Benefits Are Paid

It is not required that the service be provided by a specific dentist. Payment for services provided by a PPO or Premier Provider will be made directly to the dentist. Any other payments provided by the Contract will be made to you. All Benefits not paid to a PPO or Premier Provider will be payable to you (the Primary Enrollee or Dependent Enrollee), or to your estate, or to an alternate recipient as directed by court order, except that if the person is a minor or otherwise not competent to give a valid release Benefits may be payable to an individual legally supporting the person.

Aside the foregoing, neither you, the Primary Enrollee, nor a Dependent Enrollee, nor your dependents, nor any beneficiaries may assign, sell, transfer, pledge, charge, encumber, or allow any Benefits under this group dental program without the written consent of Delta Dental. Any assignment by you will be void. To the extent allowed by law, Delta Dental will not accept an assignment to a Non-Delta Dental Provider or facility for any reason, including but not limited to, an assignment of the right to receive payments. Any payments made by Delta Dental to a Non-Delta Dental Provider or facility does not create a waiver of this section nor grant a Non-Delta Dental Provider rights under the Contract or ERISA.

Misstatements on Application: Effect

In the absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the Contract, all statements made by you or the Contractholder will be deemed representations and not warranties. No such statement will be used in defense to a claim under the Contract, unless it is contained in a written application.

Any misrepresentation, omission, concealment of fact or incorrect statement which is material to the acceptance of risk may prevent recovery if, had the true facts been known to us, we would not in good faith have issued the contract at the same coverage rate. If any misstatement would materially affect the rates, we reserve the right to adjust the coverage rate to reflect your actual circumstances at enrollment.

Legal Actions

No action at law or in equity will be brought to recover on the Contract prior to expiration of 60 days after proof of loss has been filed in accordance with requirements of the Contract, nor will an action be brought at all unless brought within three (3) years from expiration of the time within which proof of loss is required by the Contract.

Attachment A
Description of Dental Benefits, Maximums and Contract Benefit Levels

Maximum amounts will be determined on a Calendar Year basis per Enrollee unless otherwise stated and are subject to *Attachment B - Limitations and Exclusions*.

Description of Dental Benefits	
Dental Benefit **Benefit Category**	**Dental Benefit Description**
Exams Diagnostic and Preventive	evaluation to assess oral health
X-Rays Diagnostic and Preventive	radiographic imaging services to aid diagnosis
Prophylaxis Diagnostic and Preventive	services to remove plaque, tartar and stains from the tooth surface
Fluoride Diagnostic and Preventive	topical application of fluoride in the dental office
Space Maintainers Diagnostic and Preventive	oral appliance made to "maintain" the space created by the loss of a tooth
Sealants Basic	topically applied acrylic, plastic or composite materials used to seal developmental grooves and pits in permanent molars for the purpose of preventing decay
Minor Restorative Basic	amalgam (silver filling) and resin-based composite (tooth-colored filling) and prefabricated crowns for treatment of decay, failing restorations or fractures
Endodontics Basic	treatment of diseases and injuries of the tooth pulp
Periodontics; Surgical Basic	surgical treatment of gums and bones supporting teeth
Periodontics; Non-Surgical Basic	non-surgical treatment of gums and bones supporting teeth
Periodontal Maintenance Basic	a cleaning performed to maintain periodontal health after periodontal treatment
Denture Repair/Rebase/Reline Additional/Other	repair to partial or complete dentures, including rebase procedures and relining
Extractions Basic	removal of teeth
Surgical Extractions Basic	removal of teeth by opening the gums and removing bone
Other Oral Surgery Basic	oral surgery services with the exception of surgical and non-surgical extractions
Palliative Treatment Diagnostic and Preventive	treatment to relieve pain

IV Sedation & General Anesthesia	when administered by a Dentist for Oral Surgery or selected endodontic and periodontal surgical procedures
Basic	
Consultation	opinion or advice requested by a Dentist
Diagnostic and Preventive	
Major Restorative	treatment of decay and fracture when teeth cannot be restored with amalgam (silver filling) or resin-based composites (tooth-colored filling)
Major	
Prosthodontics; Removable	procedures for construction, modification and repair of partial or complete dentures
Additional/Other	
Prosthodontics; Fixed	procedures for construction, modification and repair of fixed bridges
Additional/Other	
Implants	procedures for the surgical placement and removal of endosteal, eposteal and transosteal implants and for implant supported prosthetics, including implant connecting bars, implant repairs and recementation. Implants are defined as prosthetic appliances placed into or on the bone of the maxilla or mandible (upper or lower jaw) to retain implant supported dental prosthesis
Implants	
Orthodontic	procedures using appliances to treat malocclusion of teeth and/or jaws which significantly interferes with their function
Orthodontic	
Cone Beam CT	x-ray technique that captures multiple images of the head and neck from a variety of angles
Basic	
Professional Visits	visit for observation or after regularly scheduled hours
Basic	
Resin-based Composites - Posterior	resin-based composite (tooth-colored fillings) in the rear of the mouth for treatment of decay, failing restorations or fractures
Basic	
Dental Accident	an injury to the mouth or structures within the oral cavity which is caused by an external traumatic force. It does not include damage to the teeth which is the result of biting into food or other substances. Procedures will include, but are not limited to, reimplantation, splinting, and stayplate
Dental Accident	

Maximums

If You obtain Benefits from any combination of PPO, Premier or Non-Delta Dental Dentists during a Calendar Year, the amount We will pay each year for all Benefits received from all Dentists will not exceed the maximum amount payable for PPO and Premier Dentists. You enjoy the greatest Benefits – including out-of-pocket savings–when You choose a PPO or Premier Dentist.

	PPO and Premier Dentists	**Non-Delta Dental Dentists**
Annual Maximum	$2,500	$1,500
Orthodontic Maximum	$2,000 per Enrollee per lifetime	
Implant Maximum	$1,000 per Enrollee per Calendar Year	
Dental Accident Maximum	$1,000 per Enrollee per Calendar Year	

Contract Benefit Levels

Our reimbursement to Dentists is based on PPO Maximum Contract Allowance for PPO Dentists, Premier Maximum Contract Allowance for Premier Dentists and Program Allowance for Non-Delta Dental Dentists.

We will pay the Contract Benefit Level for the following Benefits.

You are responsible for paying the balance not paid by Us which is referred to as Coinsurance. The amount of Coinsurance will depend on the Benefit category and the Dentist providing the service.

Each Calendar Year, the Contract Benefit Level will increase if an Enrollee visits a Dentist at least once during the Calendar Year. If Benefits are unused, the Contract Benefit Level returns to the next lowest Contract Benefit Level but not lower than Year 1.

If an Enrollee's coverage is disrupted, the Contract Benefit Level returns to Year 1.

Dental Benefit Category	Year 1	Year 2	Year 3	Year 4 and after
Diagnostic and Preventive	70%	80%	90%	100%
Basic	70%	80%	90%	100%
Major	70%	80%	90%	100%
Additional/Other	50%	50%	50%	50%
Orthodontic	50%	50%	50%	50%
Dental Accident	100%	100%	100%	100%
Implants	50%	50%	50%	50%

Attachment B
Limitations and Exclusions

Limitations below with age limitations will be subject to exception based on medical necessity.

- Services that are more expensive than the form of treatment customarily provided under accepted dental practice standards are called "Optional Services." Optional Services also include the use of specialized techniques instead of standard procedures.

  Examples of Optional Services:
  - a crown where a filling would restore the tooth;
  - an inlay/onlay instead of an amalgam restoration;
  - porcelain, resin or similar materials for crowns placed on a maxillary second or third molar, or on any mandibular molar (an allowance will be made for a porcelain fused to high noble metal crown); or
  - an overdenture instead of a denture.

- Exam and cleaning limitations:
  - We will pay for oral examinations and cleanings (including scaling in presence of generalized moderate or severe gingival inflammation-full mouth, periodontal maintenance in the presence of inflamed gums or any combination thereof) no more than twice in a Calendar Year.
  - Full mouth debridement is not allowed when performed by the same Dentist/Dentist office on the same day as evaluation procedures.
  - A full mouth debridement is allowed once in a lifetime when You have no history of prophylaxis, scaling and root planing, periodontal surgery or periodontal maintenance procedures within three (3) years. When allowed a full mouth debridement counts toward the maintenance frequency in the year provided.
  - Note that periodontal maintenance, Procedure Codes that include periodontal maintenance and full mouth debridement are covered as a Basic Benefit and that routine cleanings (including scaling in presence of generalized moderate or severe gingival inflammation-full mouth) are covered as a Diagnostic and Preventive Benefit.
  - Caries risk assessments are allowed once in 36 months.

- Image limitations:
  - We will limit the total reimbursable amount to the Dentist's Submitted Fee for a comprehensive series of radiographic images when the fees for any combination of intraoral images in a single treatment series meet or exceed the Submitted Fee for a comprehensive intraoral series.
  - If a panoramic image is taken in conjunction with a comprehensive intraoral series, We will limit reimbursement to the Dentist's Submitted Fee for the comprehensive intraoral series, and the fee for the panoramic image will be Your responsibility. Panoramic images are not considered part of a comprehensive intraoral series.
  - Benefits are limited to one (1) comprehensive intraoral once every 36 months.
  - Bitewing images are limited to two (2) times in a Calendar Year. Bitewings of any type are disallowed within 12 months of a full mouth series unless warranted by special circumstances.
  - Bitewing images of any type are included in the fee of a comprehensive series when taken within six (6) months of the comprehensive images.
  - Bitewing images are limited to two (2) images for Dependent Enrollee children under age 10.
  - Image capture procedures are not separately billable services.

- Cone Beam CT capture and interpretation are covered not more than once in any 12 month period. Interpretation of a diagnostic image only is covered for cone beam services. Cone beam interpretation is a covered Benefit when provided by a different Dentist/Dentist office than the Dentist/Dentist office who provided the cone beam capture only services.

- Topical application of fluoride solutions is limited to twice in a Calendar Year.

- Application of caries arresting medicament is limited to twice per tooth per Calendar Year.

- Space maintainer limitations:
  - Space maintainers are limited to the initial appliance and are a Benefit for Dependent Enrollee children to age 13. A distal shoe space maintainer-fixed-unilateral is limited to Dependent Enrollee children eight (8) and younger. A separate/additional space maintainer can be allowed after the removal of a unilateral distal shoe.
  - Recementation of space maintainer is limited to once per lifetime.
  - The removal of a fixed space maintainer is included in the fee. An exception is made if the removal is performed by a different Dentist/Dentist office.

- Pulp vitality tests are allowed once per day when definitive treatment is not performed.

- Oral/facial photographic images are limited to once every 36 months and diagnostic casts are covered once per lifetime in conjunction with Orthodontic Services only when Orthodontic Services are a covered Benefit. 3D images are not a covered Benefit.

- Sealants are limited as follows:
  - for Dependent Enrollee children through age 13 on permanent first and second molars if the molars are without caries (decay) or restorations on the occlusal surface.
  - repair or replacement of a Sealant on any tooth within 36 months of its application is included in the fee for the original placement.

- Specialist Consultations are limited to three (3) in a 12-month period per Dentist and count toward the oral exam frequency. Screenings or assessments reported individually when covered are limited to only once per lifetime and included if reported with any other examination on the same date of service and Dentist office.

- We will not cover replacement of an amalgam or resin-based composite restoration (filling) within 24 months of treatment if the service is provided by the same Dentist/Dentist office. Replacement restorations within 24 months are included in the fee for the original restoration.

- We will not cover replacement of prefabricated crowns within three (3) months of treatment if the service is provided by the same Dentist/Dentist office. Replacement restorations within three (3) months are included in the fee for the original restoration.

- Protective restorations (sedative fillings) are allowed once per tooth every 90 days when definitive treatment is not performed on the same date of service.

- The removal of an indirect restoration is a part of a subsequent restorative procedure.

- Therapeutic pulpotomy is limited to once in a 60-month period for baby (deciduous) teeth only and is considered palliative treatment for permanent teeth.

- Pulpal therapy (resorbable filling) is limited to once in a 60 month period. Retreatment of root canal therapy by the same Dentist/Dentist office within 24 months is considered part of the original procedure.

- Apexification is only benefited on permanent teeth with incomplete root canal development or for the repair of a perforation. Apexification visits have a lifetime limit per tooth of two (2) initial visits, two (2) interim visits and two (2) final visits for Dependent Enrollees to age 19.

- Retreatment of apical surgery by the same Dentist/Dentist office within 24 months is considered part of the original procedure.

- Palliative treatment is limited to three (3) visits in a six (6)-month period and the fee includes all treatment provided other than required images or select Diagnostic procedures.

- Periodontal limitations:
  - Benefits for periodontal scaling and root planing in the same quadrant are limited to once in every 24-month period for an Enrollee age 15 and older. In the absence of supporting documentation, no more than two quadrants of scaling and root planing will be covered on the same date of service.

- Periodontal surgery in the same quadrant is limited to once in every 36-month period and includes any surgical re-entry or scaling and root planing performed within 36-months by the same Dentist/Dentist office.
- Periodontal services, including bone replacement grafts, guided tissue regeneration, graft procedures and biological materials to aid in soft and osseous tissue regeneration are only covered for the treatment of natural teeth and are not covered when submitted in conjunction with extractions, periradicular surgery, ridge augmentation or implants. Guided tissue regenerations and/or bone grafts are not benefited in conjunction with soft tissue grafts in the same surgical area.
- Periodontal surgery is subject to a 30 day wait following periodontal scaling and root planing in the same quadrant.
- Cleanings (regular and periodontal) and full mouth debridement are subject to a 30 day wait following periodontal scaling and root planing if performed by the same Dentist office.
- When implant procedures are a covered Benefit, scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces, without flap entry and closure is covered as a Basic Service and are limited to once in a 24-month period.

- Oral Surgery services are covered once in a lifetime except removal of cysts and lesions and incision and drainage procedures, which are covered once in the same day.

- The following Oral Surgery procedure is limited for Dependent Enrollees to age 19 (or Orthodontic limiting age): transseptal fiberotomy/supra crestal fiberotomy, by report.

- The following Oral Surgery procedures are limited for Dependent Enrollees to age 19 (or Orthodontic limiting age) provided Orthodontic Services are covered: surgical access of an unerupted tooth, placement of device to facilitate eruption of impacted tooth, and surgical repositioning of teeth.

- Frenulectomy and frenuloplasty are only considered in cases of ankyloglossia (tongue-tie) interfering with feeding or speech as diagnosed and documented by a physician, or the frenum is contributing to the presence of a large diastema(s).

- Crowns are covered not more often than once in any 60-month period except when We determine the existing crown is not satisfactory and cannot be made satisfactory because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues.

- Inlays/onlays are limited for Dependent Enrollee children to age 12 and older and are covered not more often than once in any 60-month period except when We determine the existing inlay/onlay is not satisfactory and cannot be made satisfactory because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues.

- Core buildup, including any pins, are covered not more than once in any 60-month period.

- Post and core services are covered not more than once in any 60-month period.

- Crown repairs are covered not more than once in a six (6)-month period. Crowns, inlays/onlays and fixed bridges include repairs for 24 months following installation.

- Denture Repairs are covered not more than once in any 24-month period except for fixed Denture Repairs which are covered not more than once in a six (6)-month period.

- Prosthodontic appliances that were provided by Us will be replaced only after 60 months have passed, except when We determine that there is such extensive loss of remaining teeth or change in supporting tissue that the existing fixed bridge or denture cannot be made satisfactory. Fixed prosthodontic appliances are limited to age 16 and older. Replacement of a prosthodontic appliance not provided by Us will be made if We determine it is unsatisfactory and cannot be made satisfactory

- When a posterior fixed bridge and a removable partial denture are placed in the same arch in the same treatment episode, only the partial denture will be a Benefit.

- Recementation of crowns, inlays/onlays or bridges is included in the fee for the crown, inlay/onlay or bridge when performed by the same Dentist/Dentist office within six (6) months of the initial placement. After six (6) months, payment will be limited to one (1) recementation in a lifetime by the same Dentist/Dentist office.

- We limit payment for dentures to a standard partial or complete denture. A standard denture means a removable appliance to replace missing natural, permanent teeth that is made from acceptable materials by conventional means and includes routine post delivery care including any adjustments and relines for the first six (6) months after placement.
  - Denture rebase is limited to one (1) per arch in a 24-month period and includes any relining and adjustments for six (6) months following placement.
  - Dentures, removable partial dentures and relines include adjustments for six (6) months following installation. After the initial six (6) months of an adjustment or reline, adjustments are limited to once per arch in a six (6)-month period and relining is limited to two (2) per arch in a 12-month period.

    Immediate dentures and immediate removable partial dentures include adjustments for three (3) months following installation. After the initial three (3) months of an adjustment or reline, adjustments are limited to once per arch in a six (6)-month period and relining is limited to two (2) per arch in a 12-month period.

  - Tissue conditioning is limited to two (2) per arch in a 12-month period. Tissue conditioning is not allowed as a separate Benefit when performed on the same day as a denture, reline or rebase service.
  - Recementation of fixed partial dentures is limited to once in a six (6)-month period.

- Orthodontic limitations:
  - Benefits for Orthodontic Services will be provided in periodic payments based on Your continuing eligibility.
  - Benefits are not paid to repair or replace any Orthodontic appliance received.
  - Benefits are not paid for Orthodontic retreatment procedures.
  - Orthodontic treatment must be provided by a licensed Dentist.
  - The removal of fixed Orthodontic appliances for reasons other than completion of treatment is not a covered Benefit.
  - Limited orthodontic treatment (any dentition) and comprehensive Orthodontic treatment (any dentition) are part of comprehensive Orthodontic treatment with orthognathic surgery.

- All Orthodontic services, including direct to consumer Orthodontics, must be provided by a licensed Dentist authorized to deliver care in Your state. Claims for Benefits that are not provided by a Dentist are not eligible for reimbursement

- The fees for synchronous/asynchronous teledentistry services are considered inclusive in overall patient management and are not a separately payable service.

- When done in conjunction with the removal of an impacted tooth, complete bony, with unusual surgical complications, nerve dissection is part of that extraction procedure. Otherwise, nerve dissection is not a Benefit.

- Dental Accident limitations:
  - The dental accident must occur while covered under this Plan.
  - Services and procedures must be provided within 180 days following the dental accident and while covered under this Plan.

- Implant Limitations:
  - Diagnostic and treatment facilitating aids are considered a part of, and included in, the fees for the definitive treatment.
  - We will not pay to replace any implant received in the previous 60 months.

- Our payment for implant removal is limited to one (1) for implant site per 60 months whether provided under Our Plan or any other dental care plan.
- Prosthodontic devices and procedures associated with, but not included within the definition of "Implants" are not subject to the implant maximum.
- Maintenance of an implant supported full arch fixed hybrid prosthesis is a Benefit once in a 36-month period. Maintenance of an implant supported full arch fixed hybrid prosthesis is part of the denture service, when performed within 12 months of the insertion of the denture.
- Replacement of an implant screw is a Benefit once in a 24-month period. Replacement of an implant screw is part of the service to insert an implant or abutment supported prosthesis (crown, bridge or denture) when it is done within 6 months of the insertion of the prosthesis.
- Accessing and retorquing a loose implant screw is part of the service to replace an implant screw.
- The Socket Shield technique, partial extraction of the root of a tooth at the time of implant placement, is a Benefit once in a lifetime. The Socket Shield technique, partial extraction of the root of a tooth at the time of implant placement, is only a Benefit when done with simultaneous implant placement.
- Repairs to implant/abutment supported prosthesis (crowns, bridges and dentures), are part of the prosthetic procedure, when done within 6 months of the initial prosthesis, by the same Dentist/dental office.

Exclusions

Exclusions below with age limitations will be subject to exception based on medical necessity.

We do not pay Benefits for:

- Treatment of injuries or illness covered by workers' compensation or employers' liability laws; services received without cost from any federal, state or local agency, unless this exclusion is prohibited by law.
- Cosmetic surgery or procedures for purely cosmetic reasons.
- Maxillofacial prosthetics.
- Provisional and/or temporary restorations (except an interim removable partial denture to replace extracted anterior permanent teeth during the healing period for Dependent Enrollee children 16 years of age or under). Provisional and/or temporary restorations are not separately payable procedures and are included in the fee for completed service.
- Services for congenital (hereditary) or developmental (following birth) malformations, including but not limited to cleft palate, upper and lower jaw malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration of the teeth) and anodontia (congenitally missing teeth), except those services provided to newborn Dependent Enrollee children for medically diagnosed congenital defects or birth abnormalities.
- Treatment to stabilize teeth, treatment to restore tooth structure lost from wear, erosion, or abrasion or treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion. Examples include but are not limited to: equilibration, periodontal splinting, or Night Guards/Occlusal Guards and abfraction.
- Any Single Procedure provided prior to the date the Enrollee became eligible for Benefits under this Plan.
- Prescribed drugs, medication, pain killers, antimicrobial agents, or experimental/investigational procedures.
- Charges for anesthesia, other than General Anesthesia and IV Sedation in connection with Oral Surgery or selected Endodontic and Periodontal surgical procedures. Local anesthesia and regional/or trigeminal bloc anesthesia are not separately payable procedures.

- Extra oral grafts (grafts of tissues obtained from extraoral sites of the Enrollee's own body to their oral tissues).
- Fixed bridges and removable partials for Dependent Enrollee children under age 16.
- Interim implants, endodontic endosseous implant and extraoral implants.
- Indirectly fabricated resin-based inlays/onlays.
- Charges by any hospital or other surgical or treatment facility and any additional fees charged by the Dentist for treatment in any such facility.
- Treatment by someone other than a Dentist or a person who by law may work under a Dentist's direct supervision.
- Charges incurred for oral hygiene instruction, a plaque control program, preventive control programs including home care times, dietary instruction, image duplications, cancer screening or tobacco counseling.
- Dental practice administrative services including, but not limited to, preparation of claims, any non-treatment phase of dentistry such as provision of an antiseptic environment, sterilization of equipment or infection control, or any ancillary materials used during the routine course of providing treatment such as cotton swabs, gauze, bibs, masks or relaxation techniques such as music.
- Procedures having a questionable prognosis based on a dental consultant's professional review of the submitted documentation.
- Any tax imposed (or incurred) by a government, state or other entity, in connection with any fees charged for Benefits provided under the Contract, will be the responsibility of the Enrollee and not a covered Benefit.
- Deductibles, amounts over plan maximums and/or any service not covered under this Plan.
- Services covered but exceed Benefit limitations or are not in accordance with processing policies in effect at the time the claim is processed.
- Services for Orthodontic treatment (treatment of malocclusion of teeth and/or jaws) except as provided under the Orthodontic Benefits section.
- Services for any disturbance of TMJ or associated musculature, nerves and other tissues except as provided under the TMJ Benefit section.
- Missed and/or cancelled appointments.
- Actions taken to schedule and assure compliance with patient appointments are inclusive with office operations and are not a separately payable service.
- The fees for care coordination are considered inclusive in overall patient management and are not a separately payable service.
- Dental case management motivational interviewing and patient education to improve oral health literacy.
- Non-ionizing diagnostic procedure capable of quantifying, monitoring and recording changes in structure of enamel, dentin, and cementum.
- Extra-oral – 2D projection radiographic image and extra-oral posterior dental radiographic image.
- Diabetes testing.

- Corticotomy (specialized Oral Surgery procedure associated with Orthodontics).
- Antigen or antibody testing.
- Counseling for the control and prevention of adverse oral, behavioral and systemic health effects associated with high-risk substance use.
- Services or supplies for sleep apnea.
- Cone beam image capture only is not a covered Benefit.
- Administration of dermal fillers.
- Administration of neuromodulators.

EXHIBIT A

Business Associate Addendum

This Business Associate Addendum ("Addendum"), effective **October 1, 2026** regardless of the date executed, is incorporated into and made part of the California's Valued Trust ("Agreement") by and between the Fresno Unified School District Employee Health Care Plan ("Covered Entity") and California's Valued Trust ("Business Associate") (each a "Party" and collectively the "Parties").

The Parties hereby agree as follows:

I. Definitions

(a) Catch-all Definitions:

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Access, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Electronic Protected Health Information (ePHI), Health Care Operations, Individual, HITECH Act, Minimum Necessary, Notice of Privacy Practices, Privacy Rule, Protected Health Information (PHI), Required By Law, Secretary, Security Rule, Subcontractor, Unsecured Protected Health Information, and Use.

(b) Breach. Shall mean the unauthorized acquisition, Access, Use, or Disclosure of Unsecured PHI that compromises the security or privacy of such information. A Breach shall not include: (1) any unintentional acquisition, Access, or Use of PHI by a Workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, Access, or Use was made in good faith and within the scope of authority, and the PHI was not further acquired, Accessed, Used, or Disclosed; (2) any inadvertent Disclosure by a person who is authorized to access PHI at Covered Entity or Business Associate to another person authorized to Access PHI at the same entity, or at an organized health care arrangement in which Covered Entity participates, and the information received as a result of such disclosure is not further acquired, Accessed, Used, or Disclosed; or (3) a Disclosure of PHI where Covered Entity has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information

(c) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean California's Valued Trust.

(d) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the Fresno Unified School District Employee Health Care Plan.

(e) Successful Security Incident. "Successful Security Incident" shall mean a Security Incident that results in the unauthorized Access, Use, Disclosure, modification, or destruction of PHI.

(f) Unsuccessful Security Incident. "Unsuccessful Security Incident" shall mean a Security Incident that does not result in unauthorized Access, Use, Disclosure, modification, or destruction of PHI (including, for example, and not for limitation, pings on Business Associate's

firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses).

(g) Workforce. Shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for Covered Entity or Business Associate, are under the direct control of such entity, whether or not they are paid by Covered Entity or Business Associate.

II. Obligations and Activities of Business Associate

(a) Business Associate agrees to not Use or Disclose PHI other than as permitted or required by HIPAA, as amended by the HITECH Act, this Addendum, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) or as Required By Law. Business Associate also agrees to be familiar with and to comply with any more stringent state laws that may apply to the Use or Disclosure of PHI.

(b) Business Associate agrees to comply with the requirements of the Security Rule, and to implement and use appropriate administrative, physical and technical safeguards to:

(i) Per the HITECH Act, 42 U.S.C. § 17931, comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.306, 164.308, 164.310, 164.312, and 164.316;

(ii) Prevent Use or Disclosure of PHI other than as permitted or required by this Addendum; and

(iii) Reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity.

(c) The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Unsuccessful Security Incidents.

(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI and ePHI by Business Associate in violation of the requirements of this Addendum.

(e) Business Associate shall use appropriate safeguards to secure PHI to make it unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued under 42 U.S.C. § 17932(h), and any regulation implemented thereunder.

(f) Business Associate agrees to, without unreasonable delay but no later than the timeframes required under HIPAA, , report in writing to Covered Entity:

(i) Any Successful Security Incident not provided for by this Agreement of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C); and/or

(ii) Any Successful Security Incident or Breach of Unsecured PHI of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C), 45 C.F.R. § 164.410, 45 C.F.R. § 164.504(e)(2)(ii)(C) and 42 U.S.C. § 17932(b).

(g) Business Associate confirms it has policies and procedures in place that both detect and report Breaches of PHI to Business Associate.

(h) Business Associate shall, following the discovery of a Breach or any potential Breach of PHI, notify Covered Entity of such Breach or potential Breach (collectively "Breach").

(i) Business Associate shall provide initial notice of the Breach without unreasonable delay but not later than timeframes required under HIPAA after the discovery of the Breach. A Breach shall be treated as discovered as of the first day on which the Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate.

(ii) The initial notice shall include, to the extent possible, the identification of each Individual whose PHI has been, or is reasonably believed by the Business Associate to have been, Accessed, Acquired, or Disclosed during such Breach. Business Associate shall make best efforts to collect and provide to Covered Entity as soon as possible any such information that Business Associate is unable to provide in the initial notice.

(iii) Business Associate shall, following notification to Covered Entity of a Breach of PHI, cooperate with Covered Entity in providing any and all information required for Covered Entity to comply with the Breach notification provisions of HITECH (42 U.S.C. § 17932), the implementing regulations set forth in Subpart D of the Privacy Rule (45 C.F.R. § 164.400 *et seq.*), any other state or federal applicable breach notification laws and regulations, and any other breach notification or obligation that may apply.

(iv) To the extent that Business Associate (or any of its Subcontractors or agents) is responsible for the occurrence of a Breach, Business Associate shall be responsible for reasonable and documented legally required notification costs and expenses associated with the notification and mitigation of the Breach, resulting from a breach caused by Business Associate, its Subcontractors, affiliates and any other person or entity that comes in contact with Protected Health Information.

(i) Business Associate agrees to require all of its Subcontractors and agents that create, receive, maintain, or transmit PHI to agree, in writing, to the same restrictions and conditions on the Use and/or Disclosure of PHI that apply to Business Associate; including but not limited to the extent that Business Associate provides ePHI to a Subcontractor or agent, it shall require the Subcontractor or agent to implement reasonable and appropriate safeguards to protect the ePHI consistent with the requirements of this Addendum.

(j) Business Associate agrees to provide the Secretary with access to the records of Business Associate for the purpose of conducting Privacy Rule and Security Rule compliance audits or for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(k) Business Associate agrees to document Disclosures of PHI and information related to such Disclosures, and within thirty (30) days after receiving a written request from Covered Entity , make available to Covered Entity , information necessary for Covered Entity to make an accounting of Disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528.

(l) Business Associate agrees, to comply with the requirements of HITECH Act 42 U.S.C. § 17935(c).

(m) Business Associate agrees to comply with the requirements of 45 C.F.R. § 164.524.

(n) Business Associate agrees, to comply with the HITECH Act, including, but not limited to, 42 U.S.C. § 17935(e).

(o) Business Associate agrees to comply with the requirements of 45 C.F.R. § 164.526.

(p) Business Associate agrees to comply with the requirements of HIPAA, as amended by the HITECH Act, including but not limited to 42 U.S.C. § 17935(b), 45 C.F.R. 164.502(b), and 45 C.F.R. 164.514(d).

(q) Business Associate agrees to not directly or indirectly receive remuneration in exchange for any PHI as prohibited by HITECH Act 42 U.S.C. § 17935(d) and 45 C.F.R. 164.502(5)(ii).

(r) Business Associate agrees to not make or cause to be made any communication about a product or service that is prohibited by HITECH Act 42 U.S.C. § 17936(a).

(s) Business Associate agrees to not make or cause to be made any written fundraising communication that is prohibited by HITECH Act 42 U.S.C. § 17936(b).

(t) Business Associate agrees to accommodate reasonable requests by Individuals for confidential communications in accordance with 45 C.F.R. § 164.522(b).

(u) The Business Associate agrees to produce any record of the Covered Entity that is or may be subject to HIPAA to the U.S. Department Health and Human Services (HHS) in response to a request by the HHS.

(v)

(w)

(x) Business Associate agrees to be familiar and comply with any record retention requirements applicable to Business Associate and contained in any federal or state law or regulation, including the Public Health Service Act.

(y) Upon the effective date of any amendment to the regulations or guidance promulgated by the Secretary with respect to Protected Health Information, the Privacy Rule, the Security Rule, HIPAA or the HITECH Act, this Addendum shall be deemed automatically

amended such that the obligations imposed on Covered Entity and Business Associate Business remain in compliance with such regulations or guidance.

III. Permitted Uses and Disclosures of PHI by Business Associate

Unless otherwise limited in this Addendum, in addition to any other Uses and/or Disclosures permitted or required by the Agreement or this Addendum, PHI may be Used and/or Disclosed by Business Associate in order to:

(a) Make any and all Uses and Disclosures of PHI necessary to provide the services under the Agreement to Covered Entity;

(b) Report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(c) Disclose to Subcontractors and agents the PHI in its possession for its proper management and administration or to carry out the legal responsibilities of Business Associate, provided that any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that: (i) the information will be held confidentially and Used or further Disclosed only as Required by Law; (ii) the information will be Used only for the purpose for which it was Disclosed to the third party; and (iii) the third party agrees without delay, and in no case later than twenty-four (24) hours, to report to Business Associate any Security Incident or Breach of Unsecured PHI of which Business Associate or agent becomes aware in accordance with 45 C.F.R. § 164.308(b), 45 C.F.R. § 164.314(a)(2)(C), 45 C.F.R. 164.410, 45 C.F.R. § 164.504(e)(2)(ii)(C) and 42 U.S.C. § 17932(b);

(d) Provide Data Aggregation services to Covered Entity in accordance with the Privacy Rule as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(e) De-identify any and all PHI received or created by Business Associate under this Addendum, which de-identified information shall not be subject to this Addendum and may be Used and Disclosed on Business Associate's own behalf, all in accordance with the de-identification requirements of the Privacy Rule 45 C.F.R. 164.514(a) – (c);

(f) Identify research projects conducted by Business Associate, its Affiliates or third parties for which PHI may be relevant; obtain on behalf of Covered Entity documentation of individual authorizations or an Institutional Review Board (as used in 45 C.F.R. Part 46) or privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1)(i) (each an "Authorization" or "Waiver") related to such projects; provide Covered Entity with copies of such Authorizations or Waivers, subject to confidentiality obligations ("Required Documentation"); and disclose PHI for such research provided that Business Associate does not receive Covered Entity's disapproval in writing within ten (10) days of Covered Entity's receipt of Required Documentation;

(g) Make PHI available for reviews preparatory to research and obtain and maintain written representations in accord with 45 C.F.R. § 164.512(i)(1)(ii) that the requested PHI is sought solely as necessary to prepare a research protocol or for similar purposes preparatory to research, that the PHI is necessary for the research, and that no PHI will be removed in the course of the review;

(h) Use the PHI to create a Limited Data Set ("LDS") in compliance with 45 C.F.R. § 164.514(e);

(i) Use and Disclose the LDS referenced in sub-section (h) solely for research or Public Health purposes; provided that, Business Associate shall (1) not Use or further Disclose the

information other than as permitted by this sub-section (i) or as otherwise Required by Law; (2) use appropriate safeguards to prevent Use or Disclosure of the information other than as provided for by this sub-section (i); (3) report to Covered Entity any Use or Disclosure of the information not provided for by this sub-section (i) of which Business Associate becomes aware; (4) ensure that any agents, including a Subcontractor, to whom Business Associate provides the LDS agrees to the same restrictions and conditions that apply to Business Associate with respect to such information; and (5) not identify the information or contact the Individuals.

IV. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

(d) Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or Security Rule if done by Covered Entity.

(e) Electronic Data Interchange. The Business Associate agrees that if it (or any of its agents or Subcontractors) conducts electronic transmissions on behalf of the Covered Entity for which the Secretary has established a "standard transaction," the Business Associate (and such agents and Subcontractors) shall comply with the requirements of the Standards for Electronic Transactions under 45 CFR Parts 160 and 162.

V. Term and Termination

(a) Term. The Term of this Addendum shall be effective as of October 1, 2026 and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Covered Entity may terminate this Addendum if Covered Entity determines that there has been a material breach by Business Associate. Upon violation of a material term of this Addendum by Business Associate, Covered Entity may either:

(i) Provide a ten (10) day opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the ten (10) day period, Covered Entity may terminate this Addendum and any other Agreement between Covered Entity and

Business Associate pursuant to which Business Associate provides the Services to Covered Entity; or

(ii) If Business Associate has breached a material term of this Addendum and cure is not, in Covered Entity's reasonable determination, possible, Covered Entity may immediately terminate this Addendum and the Agreement; or

(iii) If neither termination nor cure are, in Covered Entity's sole determination, feasible, Covered Entity shall report the violation to the Secretary.

(iv) Upon any breach of this Addendum that results in termination of this Addendum, Covered Entity shall have the right to terminate the Agreement and to pursue damages under the Agreement and this Addendum.

(c) Obligations of Business Associate Upon Termination. Except as provided in paragraph (i) below of this Section, upon termination of this Addendum for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. If Business Associate destroys PHI received from Covered Entity, Business Associate shall, upon request of Covered Entity, certify such destruction in writing to Covered Entity. The Business Associate shall obtain prior written approval from the Covered Entity prior to destroying any records of the Covered Entity. This provision shall also apply to PHI that is in the possession of Subcontractors or agents of Business Associate. Neither Business Associate nor any Subcontractor or agent of Business Associate shall retain copies of the PHI.

(i) If Business Associate reasonably determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's written consent that return or destruction of PHI is infeasible, Business Associate may retain the PHI that is not feasible to return, for so long as it remains infeasible to return such PHI. In such event, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

(ii) Termination of Business Associate Relationship. The Business Associate agrees to include in its agreements with any agents or Subcontractors that create, receive, maintain and/or transmit PHI, termination provisions corresponding to the terms set forth in this Section V.

(d) The provisions of this Section V shall survive termination of this Addendum.

VI. Miscellaneous

(a) Relationship of Parties. This Addendum shall not create nor be deemed to create any relationship between Covered Entity and Business Associate other than that of independent

contractors contracting with each other solely for the purpose performing the agreement pursuant to which Business Associate provides services to Covered Entity. Business Associate is not an agent of Covered Entity. Neither Covered Entity nor Business Associate shall assume or be responsible for the acts, omissions, liabilities, debts, or other obligations of the other party, other than as specifically set forth in this Addendum and the Services Agreement pursuant to which Business Associate provides the services to Covered Entity.

(b) Entire Agreement. This Addendum sets forth the entire understanding and agreement between the Parties relating to the use and disclosure of PHI and shall be binding upon the Parties and their respective successors, heirs and assigns. All prior negotiations, agreements, and understandings regarding the Use and Disclosure of PHI are superseded hereby.

(c) Controlling Addendum. In the event that any provision of this Addendum conflicts with the Agreement with regard to compliance with HIPAA, this Addendum controls. This Addendum supersedes any prior Addendum between the Parties relating to the same subject matter.

(d) Regulatory References. A reference in this Addendum to a section in the Privacy Rule, the Security Rule, HIPAA or the HITECH Act means the section as in effect or as amended.

(e) Amendment. This Addendum may not be amended or revised except with the written consent of the Parties. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule, HIPAA, or the HITECH Act.

(f) Ambiguities. Any ambiguity in this Addendum shall interpreted to comply with the requirements of HIPAA, HITECH, the HIPAA Regulations and any amendments thereto.

(g) Survival. Notwithstanding the expiration or termination of this Addendum for any reason, any provisions of this Addendum that imposes or contemplates continuing obligations on a Party, including, but not limited to Section V(c), shall survive the expiration or termination of this Addendum.

(h) Waiver. Any failure or delay by either Party in exercising any right under this Addendum shall not operate as a waiver of such Party's rights, nor shall any single or partial exercise of any right serve to preclude a subsequent exercise of such right.

(i) Attorneys' Fees and Costs. Except as otherwise specifically provided by law, all legal and other costs and expenses incurred in connection with this Addendum and the transactions contemplated hereby, including without limitation, legal and accounting fees, shall be paid by the Party incurring such expenses. In the event of any litigation or arbitration between the Parties respecting, relating to, resulting from, or arising out of this Addendum, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, whether or not any litigation proceeds to final judgment or determination.

(j) Choice of Law and Venue. This Addendum shall be construed and interpreted in accordance with the laws of the State of California in addition to any governing federal law. Any arbitration or other legal action between the Parties respecting, relating to, resulting from, or arising out of this Addendum shall be held or filed in either the state or federal courts in the State of California, County of Fresno.

(k) Notices. Any notice, demand, or request given in accordance with this Addendum shall be given by email; personal delivery; by messenger delivery; by facsimile transmission; by placing said notice in the United States mail, registered or first-class, postage pre-paid; or by sending such notice via an overnight courier service. Notice shall be deemed given when delivered to a Party, when the facsimile transmission occurs, or on the date when said notice is deposited in the United States mail, postage pre-paid.

Notice shall be given to the Covered Entity as follows:

Steven Shubin
Fresno Unified School District
Benefits & Risk Management
2309 Tulare Ave.
Fresno, CA. 93721
(559) 457-6227
Steven.Shubin@fresnounified.org

Lisa Schwantz
Kraw Law Group
605 Ellis St Suite 200
Mountain View, Ca, 94043
(650) 314-7823
lschwantz@kraw.com

Notice shall be given to Business Associate as follows:
Robert Powers
Director of Financial Services
California's Valued Trust
520 E. Herndon Avenue
Fresno, CA 93720\P
PHONE 559-437-2960/FAX 559-437-2965/EMAIL robertp@cvt.org

(l) Severability. Whenever possible, each provision of this Addendum shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Addendum shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invaliding the remainder of such provision or the remaining provisions of this Addendum, each of which shall continue to be valid and binding upon the Parties.

(m) Counterparts. This Addendum may be executed in counterparts which, taken together, shall constitute the whole of this Addendum between the Parties.

***

IN WITNESS WHEREOF, each of Covered Entity and Business Associate has executed in its name and on its behalf this Addendum effective as of the date first written above.

COVERED ENTITY	**BUSINESS ASSOCIATE**
FUSD Employee Health Care Plan	**California's Valued Trust**
By: _____	By: _____
Print Name: Patrick Jensen	Print Name: Robert E. Powers
Print Title: Chief Financial Officer	Print Title: Director of Financial Services
Date: {{Dte_es_:signer4:date}}	Date: August 28, 2026

Approved As To Form:

{{Sig_es_:signer2:signature}} {{Dte_es_:signer2:date}}
Stacey Sandoval, Executive Director
Risk Management

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 23, 2026

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify Agreement with the Ann Kennedy Group, Inc.

ITEM DESCRIPTION: Included in the Board material is information on a financial management service agreement with the Ann Kennedy Group, Inc. (AKG). The Ann Kennedy Group, Inc. is currently engaged to provide financial management and planning support services (reconciliation and data integrity) that identifies workflow process gaps and confirms/develops the account code structure. Included is an extension of the current agreement for an additional three-year term. AKG will implement the Bond Management Executive Tools (BMET) platform to provide Fresno Unified School District with daily reconciliation and transparency of its financial data. Accordingly, AKG will provide both on-site and virtual BMET training as well as accountability and compliance training.

FINANCIAL SUMMARY: Sufficient funds in the estimated amount of $308,000 are available in the Measure H Fund.

PREPARED BY: Alex Belanger

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

CABINET APPROVAL: Chief Operations Officer, Paul Idsvoog



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: 378536

Federal Funding Will Not Be Used

Ann Kennedy Group, Inc.	***Po Box 1111 , North Fork, Ca, 93643***
Vendor Name	***Address***
5598777800	**Candy Ellis**
Phone Number	***Vendor Contact***
Term (Duration) From: 8/1/2026	**Through: 12/31/2029**
FUSD Contract Administrator: William.Belanger@fresnounified.org	**Facilities Mgmt & Planning**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **350 0917 1905 6235 H501 8500**

Contract Amount: $308,000.00 **Estimated**

Scope of Work Summary: *3* Year *Agreement Of The Monthly Base Subscription Of The Bond Management Executive Tools (Bmet) Software And Support Services*

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

Routing Order:

1) Reviewed & approved by **Department:** William Alex Belanger

2) Reviewed & approved by **Cabinet Level:** Paul Idsvoog

3) Vendor

4) Reviewed & approved by **Risk Management:**

5) Reviewed & approved by **Chief Financial Officer:**

Please return signed agreement back to (name/email) : Tina.Sanchez@Fresnounified.Org

Routing:BOE Board Date(if applicable): 8/12/2026

Procurement Detail |

AKG
A KENNEDY GROUP

May 8, 2026

Alex Belanger
Chief Executive for Facilities Management & Planning
Fresno Unified School District
4600 N. Brawley Ave.,
Fresno, CA 93722

Re: Bond Management Executive Tools (BMET) Software and Support Services

Dear Alex:

Thank you for the opportunity to continue supporting the Fresno Unified School District and its Measure H Bond Program. Per your request, we are pleased to submit the attached proposal to continue AKG's engagement and the District's use of our BMET software platform and related support services.

Please let me know if you have any questions or if we can provide any additional information.

Best regards,

Candy Ellis
A Kennedy Group
559.877.7800

Enclosures: Proposal for Services, Hourly Fee Schedule

Proposal for Services

Bond Management Executive Tools (BMET) Software and Support Services
Fresno Unified School District

BMET Services:

- Maintenance and Exchange of Data
- Financial Oversight – Review of reconciliation and overall data integrity
- Fiscal Management and Integrity – Review of project team postings for accuracy and timeliness, exception reporting and alerts
- Accounting Support – Quarterly Reconciliation
- BMET Training and Support – Two onsite training sessions as part of setup. Help desk via ticket system with response time within 24 hours, Online accessible knowledge base with videos
- Managed Quarterly Reports (4 per year)
- Bond List Revisions (4 per year)
- Access to suite of standard reports; Option for additional customization or modification requests will be billed hourly based on the attached hourly fee schedule

Compensation

Description	Monthly Fee	Amount
BMET Monthly Base Subscription Fee (3-Year Agreement)	$8,000	$288,000
Custom Reporting/Additional Services	Allowance	$20,000
Total Proposed Amount		**$308,000**

Invoicing: Progress billings will be submitted to the District monthly by the Consultant with documentation that supports the requested payment. Standard net-30 terms apply.

This proposal is valid for 90 days from its date.

Hourly Fee Schedule

Effective June 1, 2026

Position	Hourly Rate
Executive Planner	$ 240 per hour
Financial Manager	$ 228 per hour
Senior Programmer/Analyst	$ 205 per hour
Senior Project Accountant	$ 193 per hour
Accounting/Planning Associate	$ 179 per hour
Communications Manager	$ 165 per hour
Project Accountant/Admin.	$ 130 per hour

Reimbursable Expense

In addition to compensation for Basic Services, A Kennedy Group (AKG) will be reimbursed for its direct Reimbursable Expenses at cost. Reimbursable Expenses are defined as the actual expenditures made by AKG in the interest of the Project for expenses such as travel and/or living expenses, long distance communications, reproductions and mailing/shipping, data processing, presentation materials, photographic reproduction, and any state or local taxes imposed where the Project is located.

Cost-of-Living Adjustments

A Cost-of-Living Adjustment (COLA) will be applied annually to the hourly rates based on the most recently published Consumer Price Index.

BMET SUBSCRIPTION SERVICE AGREEMENT

This BMET Subscription Service Agreement ("**Agreement**"), effective as of the date fully executed by the Parties herein (the "**Effective Date**"), is by and between Ann Kennedy Group, Inc., having its principal place of business at 59867 Cascadel Drive North, North Fork, CA 93643 (hereafter, "**AKG**"); and Fresno Unified School District, having its principal place of business at 2309 Tulare Street, Fresno CA 93721 (hereafter, "**Customer**"). AKG and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

In consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **DEFINITIONS**.

"**Add-On Features**" mean technology or service features, tools, and content not included but that may be offered to the Customer for an additional fee. For the avoidance of doubt, the Add-On Features included in Exhibit A may not include all Add-On Features that may be available to the Service or Software.

"**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

"**Authorized User**" means each of the individuals authorized to use the Service and/or Software pursuant to the Customer's license as provided in this Agreement.

"**Customer Materials**" mean all data, information, content, and materials prepared or used by the Customer through the use of, or in connection with, the Service or underlying Software, including personally identifiable information, if any.

"**Derivative Work**" means a new or modified work based on or derived from a preexisting work, including, without limitation, a work that, in the absence of a license, would infringe the copyright in such preexisting work or that uses trade secrets or other proprietary information with respect to such preexisting work.

"**Documentation**" means AKG's user manuals, handbooks, instructions, installation guides, reports, presentations and instructional or marketing materials and collateral in digital or physical form relating to the Service or underlying Software.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Update(s)**" mean bug fixes, patches, modifications, or revisions to the Services, Software, or Documentation that corrects Errors or provides performance, compatibility, or efficiency modifications thereto. Updates do not include Add-On Features not originally included as part of the Services when described in Exhibit A.

"**Reports**" mean output from the Software in the form of standard and customized reports as the case may be.

"**Service**" means BMET – Bond Management Executive Tools" Software as provided online by AKG and as further defined in Exhibit A.

"**Software**" means the executable and object code versions of BMET – Bond Management Executive Tools enabling the Service, including all Updates and mutually agreed Add-On Features (if any).

"**Third-Party Materials**" means materials and information, in any form or medium, that are not proprietary to AKG, including any third-party: (a) documents, data, content or specifications; software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts or features of any of the foregoing.

2. **LICENSES.**

2.1. Subscription Service Access. During the Term and subject to the terms and conditions of this Agreement and any additional restrictions or limitations set forth in Exhibit A, AKG hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 10.3), subscription right to access and use and permit each Authorized User to access and use the Service described herein and as further specified in Exhibit A.

2.3. Restrictions. Customer will not, directly or indirectly, (a) attempt to sell, transfer, assign, rent, lend, lease, sublicense, distribute, publish, transfer, or otherwise provide third parties rights or access to, or any benefit of the Service or underlying Software or Documentation; (b) "frame," "mirror," copy or otherwise enable third parties to use the Service or underlying Software or Documentation (or any component thereof) as a service bureau or other outsourced service; (c) modify, correct, adapt, translate, enhance, or otherwise prepare Derivative Works, improvements, or variations of the Service or its underlying Software or Documentation (d) reverse engineer, disassemble, decompile, decode, or adapt the Service or its underlying Software or Documentation, or otherwise attempt to derive or gain access to the source code of the Service or underlying Software, in whole or in part; or otherwise attempt to determine any algorithms, methods, or techniques used in any of the foregoing; (e) allow access to the Service by multiple individuals impersonating a single end user; (f) use the Service in a manner that interferes with, degrades, or disrupts the integrity or performance of any AKG technologies, services, systems or other offerings, including data transmission, storage, and backup; (g) use the Service or underlying Software for the purpose of benchmarking or developing a product or service that competes with the AKG products and services; (h) alter, remove, or modify any proprietary marks, copyrights, trademarks, warranties, disclaimers, images, serial numbers, or terms of use included in or displayed as part of the Service or underlying Software; (i) circumvent or disable any security features or functionality associated with the Service; or (j) use the Service in any manner prohibited by law or in any manner or for any purpose or application not expressly permitted by this Agreement. In the event of any violation of this Section 2.3, AKG may immediately terminate this Agreement and will be entitled to equitable relief in accordance with Section 4.5.

2.4. Scope of Access and Use. The total number of Authorized Users will not exceed the number set forth in Exhibit A, except as expressly agreed to in writing by the Parties from time to time, subject to any appropriate adjustment of the Fees payable hereunder.

2.5. Security Measures. The Service and underling Software and Documentation may contain technological measures designed to prevent unauthorized or illegal use of the Service and underlying Software. Customer acknowledges and agrees that AKG may use these and other lawful measures to verify Customer's compliance with the terms of this Agreement and enforce AKG's rights, including all Intellectual Property Rights, in and to the Service and underlying Software. AKG and its Representatives may also collect, maintain, process, and use diagnostic, technical, usage and related information, including information about Customer's computers, systems, and software, that AKG may gather periodically to improve the performance of the Software or develop Updates.

2.6. Grant of License in Customer Materials.

(a) Customer Materials will be and remain the property of Customer. AKG may not use Customer Materials for any purpose other than for enabling the Service and Software for use by the Customer for its internal analytic, statistical, security, quality control, and similar uses. In fulfillment of the foregoing purpose, during the Term, Customer grants AKG a worldwide, royalty-free, non-exclusive, nontransferable (except pursuant to Section 10.3) right and license to: (a) use, reproduce, distribute, transmit, perform, display, and make Derivative Works of Customer Materials solely in connection with the Service and execution of the underlying Software; and (b) to sublicense the foregoing rights to AKG and its authorized designees.

(b) Customer represents and warrants to AKG's that it has the right to grant the foregoing licenses in the Customer Materials. With regard to all applicable privacy laws and regulations, Customer understands and agrees it shall be considered the *data controller* and AKG a *data processor* with respect to the GDPR and similar regulations that define these terms. Regarding California's Personal Privacy Act (CCPA), the Customer shall be considered the *business* and AKG the *service provider*. Specifically, with regard to compliance with California law, Customer alone determines what personal data, if any, is collected, used, and

stored, including its duration; and AKG processes all of the foregoing on behalf of the Customer. Customer represents and warrants it has all necessary rights, including, without limitation, all Intellectual Property Rights, in the Customer Materials to grant AKG the rights granted to it herein. See AKG's privacy policy, available within the Software and online at https://akennedygroup.com/bmet/privacy.

(c) Customer acknowledges that any use of the Services or Software by Customer or any Authorized Users contrary to or in violation of its representations and warranties herein is an unauthorized and improper use thereof.

(d) No Customer Materials may be sold, assigned, leased, or otherwise disposed of to third parties or commercially exploited by or on behalf of AKG. AKG may not possess or assert any lien or other right against or to Customer Materials.

(e) Unless otherwise agreed in writing by the Parties, AKG may retain Customer Materials for a maximum term of seven (7) years after the termination of this Agreement for any reason (the **"Retention Period"**). AKG makes no representation or warranty that it will retain Customer Materials beyond the Retention Period. At any time during the Term or Retention Period, upon written notice from Customer to AKG, AKG will within thirty (30) days of such notice deliver to Customer (electronically) the Customer Material data files in a commercially reasonable format, and/or will delete all Customer Materials in AKG's system and shall provide written confirmation thereof upon request from Customer.

2.7. Deliverables and Access.

(a) Customer Login Credentials. AKG will provide Customer with login credentials (Login ID and password), which Customer must use to access and use the Service and underlying Software. Customer (a) acknowledges that it bears sole responsibility for protecting all credentials granted in connection with this Agreement; (b) it will not provide any such information to any third party; and (c) it will remain fully responsible and liable for (and AKG will not be responsible or liable for) any unauthorized use of any identification number or password.

(b) Hosting. AKG will provide the Service, underlying Software, and Documentation on an online, hosted basis only, subject at all times to the terms and conditions of this Agreement. In connection with the foregoing obligations, AKG and/or its designees will use commercially reasonable efforts to provide system security and backup sources of power; backup of Customer Materials stored on the Service for the duration specified in Section 2.6(e); and hardware maintenance and installation of Updates and other fixes.

2.8. Updates and Add-On Features.

(a) Updates. In connection with the Service, its underlying Software, hosting site(s), Documentation, or any Add-On Features related thereto, AKG may install Updates it deems reasonably necessary. AKG will make Updates available to Customer as they are made generally available by AKG to its other customers receiving the same or substantially similar Services, as well as maintenance and technical support in accordance with the terms and conditions set forth in Exhibit A. Updates, if any, will be deemed part of the Software and are subject to all terms and conditions of this Agreement. Customer further acknowledges that to the extent AKG licenses Third-Party Materials in connection with the Service or underlying Software, AKG, is not responsible for creating Updates or modifications to such Third-Party Materials or making them available to Customer in connection with the Service or underlying Software. Notwithstanding the foregoing, in the event AKG modifies or discontinues any content or feature that results in a reduction of functionality or degradation of Customer's existing Service functionality, AKG will endeavor in good faith to provide a commercially reasonable, comparable functionality or feature.

(b) Add-On Features. From time to time, AKG and Customer may agree in writing to Add-On Features and compatible products (e.g., a mobile application if available) other than those specified in Exhibit A (if any), and which may be offered to Customer for an additional fee.

2.9. Further Customer Obligations. Customer is solely responsible for all costs and fees in connection with accessing and using the Service or underlying Software, including, without limitation, Internet

service provider fees, telecommunications fees, and the costs of any and all equipment used by Customer in connection with the Service and Software.

2.10. Customer Modifications. Customer acknowledges that AKG is not responsible for any performance issues or downtime that result from: (a) modifications to the Service or Software made by or on behalf of Customer, or any use of plugins, extensions, or custom services not provided by AKG; (b) factors outside of AKG 's commercially reasonable control, including force majeure events and Internet access or problems not directly under AKG's control; (c) errors caused by the actions or inactions of Customer or any third party (e.g., DDoS attacks), or (d) Customer equipment, software, or other technology and/or third-party equipment, or software.

3. FEES AND PAYMENTS.

3.1. Fees. In consideration of the rights and licenses granted herein, Customer will pay AKG the fees set forth in Exhibit A, which may include setup and implementation fees, monthly subscription fees, additional service fees, hourly fees, and other fees and costs, including any renewals, revisions, modifications made thereto upon mutual execution by the Parties hereto or otherwise specified herein ("**Fees**").

3.2. Customer Acknowledgement. Prior to the execution of this Agreement, Customer acknowledges and agrees it has independently evaluated the features and functionality of the Services and Software as fit for the Customer's use without additional or future features, functions, or capability supplied or promised to be supplied by AKG.

3.3. Payment Terms. Customer will pay the Fees and all other amounts when due under this Agreement within thirty (30) days after the date of AKG's invoice therefor, provided all such invoices may be sent by electronic mail. Customer will make all payments hereunder in US dollars to the address or account specified in Exhibit A or such other address or account as AKG may specify in writing from time to time. All payments to AKG are non-refundable and non-cancelable.

3.4. Interest. All amounts payable to AKG hereunder which remain overdue for thirty (30) days or longer are subject to interest equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law, calculated on a daily basis. Customer will reimburse AKG for all reasonable costs incurred by AKG in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs, and collection agency fees. If such failure continues for thirty (30) days following written notice by AKG, AKG may, in its discretion, (a) disable Customer's use of the Service or underlying Software; (b) withhold, suspend, revoke, or discontinue Customer's access to and/or the subscription license granted to Customer until all overdue amounts are paid in full; and/or (c) terminate this Agreement under Section 9.3 as applicable.

3.5. Taxes. The Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, use, and excise taxes, and any other taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than taxes imposed on AKG's income. If Customer is required by law to make any deduction or to withhold any amount from any sum payable to AKG, (a) Customer will remit such amounts to the appropriate taxing authorities and promptly furnish AKG with tax receipts evidencing the payments of such amounts, and (b) the sum payable by Customer upon which the deduction or withholding is based will be increased to the extent necessary to ensure that, after such deduction or withholding, AKG receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount AKG would have received and retained in the absence of such required deduction or withholding.

3.6. No Deductions or Setoffs. All amounts payable to AKG under this Agreement will be paid by Customer to AKG in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

4. CONFIDENTIALITY.

4.1. AKG Confidential Information. Customer acknowledges that in the course of accessing or using the Service and Software or in its dealings with AKG, it may obtain confidential information relating to AKG's Service, Software, Updates, Add-On Features, Derivative Works related to each of the foregoing, along with identification numbers and passwords issued by AKG, trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs, ideas, algorithms, formulas, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and functional specifications, product requirements, problem reports, performance information, documents, and other technical, business, product, marketing, third-party customer, and financial information, plans, and data (together, "**AKG Confidential Information**"). As between Customer and AKG, AKG Confidential Information shall belong solely to AKG.

4.2. Customer Confidential Information. AKG acknowledges that in the course of providing the Service to Customer, it may obtain Customer Materials and other confidential information relating to Customer's Employees, business, customers, suppliers, current and future products and services, and other Customer matters (together, "**Customer Confidential Information**"). As between AKG and Customer, Customer Confidential Information belong solely to Customer.

4.3. Use and Disclosure Restrictions. Each Party (the "**Receiving Party**"), as recipient of Confidential Information of the other Party (the "**Disclosing Party**") acknowledges and agrees that the Confidential Information of the Disclosing Party constitutes and contains valuable proprietary information and trade secrets of the Disclosing Party, and embodies substantial creative efforts and confidential information, ideas, and expressions. The Receiving Party agrees: (a) to protect the Confidential Information of the Disclosing Party from unauthorized dissemination and use; (b) to use the Confidential Information of the Disclosing Party only for the performance of its obligations and in connection with the exercise of its rights hereunder; (c) not to disclose any Confidential Information of the Disclosing Party, or any part or parts thereof, to any of its employees, agents, or contractors other than those employees, agents, or contractors who are aware of the confidentiality obligations imposed by this Section 4, and have entered into written confidentiality agreements that require such employees, agents, or contractors to comply with confidentiality obligations no less restrictive than the requirements set forth in this Section 4; (d) not to disclose or otherwise provide to any third party, without the prior written consent of the Disclosing Party, any Confidential Information of the Disclosing Party or any part or parts thereof; (e) to undertake all commercially reasonable actions necessary to prevent or remedy any breach of its confidentiality obligations set forth herein or any other unauthorized disclosure of any Confidential Information of the Disclosing Party by its current or former employees, agents, or contractors; and (f) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within the Confidential Information of the Disclosing Party.

4.4. Exclusions.

(a) The restrictions on the Receiving Party pertaining to the Confidential Information of the Disclosing Party do not apply to Confidential Information that: (a) was or becomes publicly known through no fault of Receiving Party; (b) was known by the Receiving Party before receipt from the Disclosing Party, as evidenced by the Receiving Party's written records; (c) becomes known to the Receiving Party without confidential or proprietary restriction from a source other than Disclosing Party that does not owe a duty of confidentiality to Disclosing Party with respect to such Confidential Information; or (d) is independently developed by Receiving Party without the use of the Confidential Information of the Disclosing Party. In addition, the Receiving Party may use or disclose Confidential Information to the extent (i) expressly approved by the Disclosing Party in writing and (ii) the Receiving Party is legally compelled to disclose such Confidential Information, subject to Section 4.6 below.

(b) Notwithstanding any of the foregoing terms of confidentiality, Customer agrees that AKG may identify Customer as a recipient of Services and Software for promotional purposes, including the display and use of a Customer profile and Customer's logo for such purposes.

4.5. Equitable Relief. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there can be no adequate remedy at law to compensate the Disclosing Party for the breach of this Section 4 or Section 2; and that any such breach will allow the Receiving Party or third parties to compete unfairly with the Disclosing Party, resulting in irreparable harm to the Disclosing Party that would be difficult to measure. Therefore, upon any such breach or threat thereof, the Disclosing Party shall be entitled to injunctive and other appropriate equitable relief (without the necessity of

proving actual damages or of posting a bond), in addition to whatever remedies it may have at law, hereunder, or otherwise.

4.6. Compelled Disclosures. If the Receiving Party or any of its representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party will: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 4.6, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party will disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, will use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

4.7. Feedback. Customer has no obligation to give AKG any suggestions, comments, or other feedback ("**Feedback**") relating to the Service, Software, or current or potential AKG products or services. However, AKG may use and include any Feedback Customer provides to improve the Service, Software, Documentation, and to create or improve other AKG products, services, software, and technologies. Accordingly, if Customer provides Feedback, Customer grants AKG and its affiliates and subsidiaries a worldwide, non-exclusive, irrevocable, royalty-free, perpetual license to, directly or indirectly, use, reproduce, license, sublicense, distribute, make, have made, sell, and otherwise commercialize the Feedback in the Service or other products, services, software, and technologies.

5. INTELLECTUAL PROPERTY RIGHTS.

5.1. AKG's Proprietary Rights. Customer acknowledges and agrees that: (a) the Service, Software, and Documentation are licensed, not sold, to Customer by AKG, and Customer does not have, under or in connection with this Agreement, any ownership interest in any of the foregoing or in any related Intellectual Property Rights; (b) AKG is the sole and exclusive owner of all rights, titles, and interests in and to the Service, Software, and Documentation, including all Intellectual Property Rights relating thereto, subject only to the limited license granted to Customer in this Agreement; and (c) excepting only the Customer Materials, as provided in Section 5.3 below, Customer unconditionally and irrevocably assigns to AKG its entire rights, titles, and interests in and to any Intellectual Property Rights Customer may now or hereafter have in or relating to the Service, Software, or Documentation (including any rights to derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise. AKG reserves all rights not expressly granted to Customer. For the avoidance of doubt but not in limitation of the foregoing, AKG's Intellectual Property Rights include all copyrights, trademarks, and all other intellectual property rights in look and feel of Service (including the site on which the Service is hosted) and Software, including all dialogue, menus, interface, and audio-visual assets.

5.2. Customer Cooperation and Notice of Infringement. During the Term, Customer will take all commercially reasonable measures to safeguard the Service, Software, and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. At AKG's expense, Customer will take all steps as AKG may reasonably require to assist AKG in maintaining the validity, enforceability and AKG's ownership of the Intellectual Property Rights in the Service, Software, and Documentation, and will promptly notify AKG in writing if Customer becomes aware of (i) any actual or suspected infringement, misappropriation or other violation of AKG's Intellectual Property Rights in or relating to the Software or Documentation; or (ii) any claim that the Software or Documentation, including any production, use, marketing, sale or other disposition of the Software or Documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any person. Customer agrees to fully cooperate with and assist AKG in all reasonable ways in the conduct of any action by AKG to prevent or abate any actual or threatened infringement, misappropriation or violation of AKG's rights in, and to attempt to resolve any actions relating to, the Service, Software, or Documentation, including having Customer's employees and Authorized Users testify when requested, and making available for discovery or trial relevant records, papers, information, samples, specimens and the like.

5.3. Customer's Proprietary Rights. As between Customer and AKG, Customer owns and shall retain all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the Customer Materials and any portions thereof. AKG shall have only those rights in and to the Customer Materials as are expressly granted to it under this Agreement.

5.4. No Implied Rights. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the Service, Software, or Documentation.

6. REPRESENTATIONS AND WARRANTIES.

6.1. Mutual Representations. Each Party represents and warrants that (a) the execution, delivery and performance of this Agreement is within its corporate powers; (b) the execution of this Agreement has been duly authorized by all necessary corporate action on such Party's part, and does not and shall not contravene or constitute a default under, and is not and shall not be inconsistent with any judgment decree or order, or any contract, agreement, or other undertaking applicable to such Party; (c) it is not in violation with and will comply with all applicable local, state, national, and foreign laws, rules, and regulations including all applicable export and import laws and regulations in connection; and (e) it is not named on any U.S. government denied-party list.

6.2. Customer Representations and Warranty

(a) Customer Materials. Customer represents and warrants that the Customer Materials will not (a) infringe or violate the rights of any third party; (b) be deceptive, defamatory, obscene, or unlawful; (c) will not and does not contain any viruses, worms, or other malicious computer programming codes; (d) is not intended to damage AKG's Service, Software, or any associated hardware or technology; and (e) AKG may lawfully use, process, and transfer the Customer Materials in accordance with the terms of this Agreement, including the transfer and storage thereof.

(b) Compliance with Data Privacy Laws. With regard to the Customer's use of the Services and Software, Customer will comply with all legal duties and obligations of a *data controller* as this term is generally used in privacy regulation and law, and as a *business* as this term is under California's privacy laws (i.e., CCPA). Specifically, Customer shall provide relevant persons and/or participants with all information Customer is required by law or regulation to provide, including, without limitation, disclosing the collection and/or use of personal private information obtained from any person.

(c) Authorized Users. Customer understands and agrees that it will not allow any person, entity, or Authorized Users to access or use the Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

6.3. AKG Representations and Warranty.

(a) AKG represents and warrants to Customer that the Service and Software, when used in accordance with the Documentation and other instructions by AKG, shall throughout the Term reasonably conform to the functional specifications in such Documentation as delivered to Customer. If Customer finds what it reasonably believes to be a failure of the Service or Software to substantially conform to the functional specifications in the Documentation and provides AKG with a written report that describes such failure in sufficient detail to enable AKG to reproduce such failure, AKG shall use commercially reasonable efforts to correct or provide a workaround for such failure at no additional charge to Customer. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN THIS SECTION 6.2(a), AKG MAKES NO WARRANTY THAT ALL ERRORS, FAILURES, OR DEFECTS SHALL BE CORRECTED, OR THAT ACCESS TO OR USE OF THE SERVICE SHALL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY LICENSOR, ITS AGENTS, OR ITS EMPLOYEES, SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT.

(b) This Section 6.3 states the entire liability of AKG and the sole and exclusive remedy of Customer with respect to any express or implied warranties hereunder or otherwise in connection with this Agreement and only apply if Customer: (a) notifies AKG in writing of the warranty breach; and (b) as of the date of notification, Customer is in compliance with all terms and conditions of this Agreement, including the payment of all license fees then due and owing.

(c) Exclusive Warranty. THE EXPRESS WARRANTY SET FORTH IN SECTION 6.3 CONSTITUTES THE ONLY WARRANTY MADE BY AKG WITH RESPECT TO THE SERVICES, SOFTWARE, AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. AKG MAKES NO OTHER, AND HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE SERVICES, SOFTWARE, DOCUMENTATION, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. AKG EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. AKG DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE SERVICES OR SOFTWARE SHALL BE ERROR-FREE OR SECURE, OR THAT OPERATION OF THE SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH. THIS SECTION 6.3 IS ENFORCEABLE TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

(d) Items Not Covered by AKG's Warranty. Customer understands and agrees that AKG will have no obligation to provide the remedies set forth in Section 6.2(b) to the extent of any nonconformance, downtime, failure of, or error in the Service or Software caused by: (a) use of any attachment, feature, hardware, software, or other technology and/or third-party equipment or software not provided directly by AKG; (b) transportation, neglect, or misuse of the Service or Software, or any use of the Service or Software that is not in accordance with this Agreement or the Documentation; (c) alteration, modification, or enhancement of the Service or Software (e.g., Customer's use of plugins, extensions, or custom services not provided by AKG), except as may be performed by AKG; (d) failure to provide a suitable installation or use environment for all or any part of the Service or Software. (e) a force majeure event or Internet access or related problems not directly under AKG's control; or (f) actions or inactions of Customer or any third party (e.g., DDoS attacks). Customer is solely responsible for the activities of itself and its Authorized Users and for the accuracy, integrity, legality, reliability, and appropriateness of all data and information provided by or on behalf of all such parties in their use of the Service and Software. Neither AKG nor any of their directors, officers, employees, or representatives makes any representation or warranty as to the accuracy or completeness of any Reports, information, or the results from the Software or Services of any kind, or the Customer's or any third party's reliance on the Service or Software, as a result of inaccurate, incomplete, or faulty information or data supplied by or on behalf of Customer or its Authorized Users.

(e) Remedial Efforts. If AKG breaches, or is alleged to have breached, any of the warranties set forth in Section 6.2, AKG may, at its sole option and expense, take any of the following steps to remedy such breach: (a) repair the Software or affected Service; (b) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute the Software hereunder); or (c) amend, supplement, or replace any incomplete or inaccurate Documentation.

7. INDEMNIFICATION.

7.1. AKG Indemnity. AKG will indemnify, defend, and hold Customer harmless from any Action based on a third-party claim that use by Customer of the Service or Software, as furnished hereunder and which use is in accordance with the terms and conditions of this Agreement, directly infringes any valid United States patent, copyright, or trade secret. AKG shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Customer in such action that are attributable to such claim, provided: (a) Customer notifies AKG in writing of any such claim within ten (10) days of learning of such claim; (b) AKG has sole control of the defense and all related settlement negotiations; and (c) Customer cooperates with AKG, at AKG's expense, in defending or settling such claim (provided that AKG shall not enter into any settlement or other compromise that materially adversely affects Customer without Customer's written approval, not to be unreasonably withheld, delayed, or conditioned). In addition to the foregoing, Customer agrees to promptly notify AKG of any known or suspected infringement or misappropriation of AKG's

proprietary rights of which Customer becomes aware. Should the Service or Software become, or be likely to become in AKG's opinion, the subject of any claim of infringement, AKG may, at its option: (1) procure for Customer the right to continue using the potentially infringing materials; (2) replace or modify the potentially infringing materials to make them non-infringing; or (3) terminate this Agreement and refund to Customer a pro-rated portion of any Fees paid hereunder. This Section 7.1 states the entire liability of AKG and the exclusive remedy of Customer with respect to infringement of any intellectual property or other rights, whether under theory of warranty, indemnity, or otherwise.

7.2. Exclusions. AKG will have no liability for, and Customer will indemnify, defend, and hold AKG harmless from and against, any Action or claim based upon: (a) the use, operation, or combination of the Service and Software with non-AKG programs, firmware, system, network, data, equipment, or documentation if liability would have been avoided but for such use, operation, or combination; (b) use of the Service or Software outside the purpose, scope, or manner of use authorized by this Agreement or the Documentation, or in any manner contrary to AKG's instructions, unless expressly permitted by AKG in writing; (c) negligence, abuse, misapplication or misuse of the Service or Software; (d) Customer's or its agents' or employees' or Authorized Users' activities after AKG has notified Customer that AKG believes such activities may result in misuse or infringement of the Service or Software; (e) any modifications to Service or Software or markings of the Service or Software that are not specifically made authorized in writing by AKG; (f) any third-party software; (g) any Customer Materials; (h) events or circumstances outside of AKG's commercially reasonable control (including any third-party hardware, software, or system bugs, defects, or malfunctions); or (i) Customer's breach or alleged breach of this Agreement. Customer shall pay any liabilities, costs, damages, and expenses (including reasonable attorneys' fees) awarded against AKG in such action that are attributable to such claim provided: (1) AKG notifies Customer in writing of any such claim within ten (10) days of learning of such claim; (2) Customer has sole control of the defense and all related settlement negotiations (provided that Customer shall not enter into any settlement or other compromise that materially adversely affects AKG without AKG's written approval, which shall not be unreasonably withheld, delayed, or conditioned); and (3) AKG cooperates with Customer, at Customer's expense, in defending or settling such claim.

7.3. Customer Indemnity. Customer will indemnify, defend, and hold harmless AKG and its affiliates, and each of its and their respective officers, directors, employees, agents, subcontractors, successors and permitted assigns (each, an "**AKG Indemnitee**") resulting from any Action by a third party that any Intellectual Property Rights or other right of any person, or any law, is or will be infringed, misappropriated, or otherwise violated by any (a) use or combination of the Service and/or Software by or on behalf of Customer or any of its representatives or Authorized Users with any hardware, software, system, network, service, or other matter whatsoever that is neither provided by AKG nor authorized by AKG in this Agreement and the Documentation; (b) information, materials, or technology directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated, or used with, as part of, or in connection with the Service, Software or Documentation; (c) relating to facts that, if true, would constitute a breach by Customer of any representation, warranty, covenant, or obligation under this Agreement; and (d) relating to gross negligence, abuse, misapplication, misuse, or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customer, its Authorized Users, or any of its representatives with respect to the Service, Software, or Documentation or otherwise in connection with this Agreement.

8. LIMITATION OF LIABILITY.

8.1. Limited Remedy. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL AKG, OR ANY OF ITS SUPPLIERS, SERVICE PROVIDERS, AFFLIATES, OR THIRD PARTIES BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (A) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (B) LOSS OF GOODWILL OR REPUTATION, (C) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY LICENSED SOFTWARE, (D) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (E) COST OF REPLACEMENT GOODS OR SERVICES, OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL

PURPOSE OR ANY OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

8.2. Maximum Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, AKG'S ENTIRE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE), SHALL NOT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY AKG FROM CUSTOMER HEREUNDER.

8.3. Indemnification Procedure. Each Party will promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to Section 7.1 or Section 7.3. The Party seeking indemnification (the "**Indemnitee**") will cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor will promptly assume control of the defense and investigation of such Action and will employ counsel of its choice/reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor will not settle any Action on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which will not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Action, the Indemnitee will have the right, but no obligation, to defend against such Action, including settling such Action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee's failure to perform any obligations under this Section 8.3 will not relieve the Indemnitor of its obligations except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

9. TERM AND TERMINATION.

9.1. Term. The Term of this Agreement is set forth in Exhibit A and may include an Initial Term and Renewal Term when so specified. For the avoidance of doubt, the Initial Term and Renewal Term shall constitute the Term.

9.2. Termination for Convenience. Either Party may terminate this Agreement upon thirty (30) days' notice, without cause, subject to the Termination Fee requirement set forth in Section 9.5(a).

9.3. Termination for Default: If either Party materially defaults in any of its obligations under this Agreement, the non-defaulting party, at its option, shall have the right to terminate this Agreement by written notice to the other party unless, within thirty (30) calendar days after receiving written notice of such default, the defaulting party remedies the default. Notwithstanding anything herein to the contrary, in the event Customer breaches Section 2.3, Section 4, or if Customer fails to pay any amount when due under Section 3, where such failure continues more than thirty (30) days after AKG's delivery of written notice thereof, AKG may, at its sole option, either: (a) suspend Customer's or any Authorized Users' access to the Services; or (b) immediately terminate this Agreement upon notice to Customer. If Customer becomes aware of a breach by AKG, material or otherwise, Customer shall notify AKG within twenty-four (24) hours thereof, stating the terms and conditions of any such failure.

9.4. Termination for Bankruptcy. Either Party may terminate this Agreement if the other Party (a) becomes insolvent; (b) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (c) is declared insolvent or admits in writing its insolvency or inability to pay its debts or perform its obligations as they mature; or (d) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a general assignment for the benefit of creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty (60) days after the institution thereof.

9.5. Effect of Termination.

(a) Termination for Convenience by Customer. Upon the expiration or termination of this Agreement under section 9.2 (Termination for Convenience) by Customer, Customer agrees to pay the early termination fees set forth in Exhibit A.

(b) Termination for AKG's Material Breach. In the event Customer terminates this Agreement for a material and uncured breach by AKG, AKG will refund to Customer any prepaid but unused Fees calculated on a straight-line pro-rata basis for the remainder of the then-current Term.

(c) Termination For Any Reason. Upon the expiration or termination of this Agreement for any reason, (i) Customer will immediately discontinue all access and use of the Services and Software; (ii) all rights and licenses granted to Customer hereunder shall immediately terminate; (iii) all amounts payable by Customer to AKG of any kind under this Agreement are immediately payable and due; and (iv) within ten (10) days after any termination or expiration of this Agreement (or another date mutually agreed by the Parties in writing) Customer shall, at its sole expense, return to AKG (or destroy, at AKG's sole election) all AKG Confidential Information (and all copies and extracts thereof) in its possession or under the control of its Authorized Users and its current or former employees. Likewise, AKG shall, at its sole expense, return to Customer (or destroy, at Customer's sole election) all Customer Materials and other Customer Confidential Information then in its possession or under the control of AKG or its employees or agents. Each Party shall furnish an affidavit signed by an officer of such Party to the other Party certifying that, to the best of its knowledge, such delivery or destruction has been fully effected. Termination of this Agreement by either Party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither Party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Either Party's termination of this Agreement shall be without prejudice to any other right or remedy that it may have at law or in equity and shall not relieve either party of breaches occurring prior to the effective date of such termination.

9.6. Surviving Terms. The provisions of Section 1 (Definitions); Section 2.3 (Restrictions); Section 3 (Fees and Payments); Section 4 (Confidentiality); Section 5 (Intellectual Property Rights); Section 6 (Representations and Warranties); Section 7 (Indemnification); Section 8 (Limitation of Liability); Section 9 (Term and Termination) and Section 10 (General Provisions), and any other right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement shall survive the expiration or any termination of this Agreement.

10. GENERAL PROVISIONS.

10.1. Notices. All notices, consents, demands, payments or other communications required or permitted to be given pursuant to this Agreement must be in writing and are deemed sufficiently given when delivered via a confirming electronic communication from the receiving party (e.g., email or electronic signature service upon receipt of a confirming notice in the same form in the case of email) or on receipt if delivered to the other party's address as set forth herein after three (3) business days after posting of the same by United States first-class, registered, or certified mail, return receipt requested to the address set forth in Exhibit A.

10.2. Data Protection and Privacy Policy. AKG'S Privacy Policy, as amended from time to time, is available to Customer within the Software, is posted online at https://akennedygroup.com/bmet/privacy, and will be made available to the Customer in writing via email upon written request. All updates and changes to AKG's Privacy Policy and will be posted to AKG's website and is effective immediately upon posting.

10.3. Assignment. Customer may not assign this Agreement, in whole or part, whether voluntarily, by operation of law, or otherwise without the prior written consent of AKG. Subject to the preceding sentence, the rights and liabilities of the Parties are binding on and shall inure to the benefit of each respective Party and their respective successors and permitted assigns. Any attempted assignment other than in accordance with this Section 10.3 shall be null and void.

10.4. Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Customer will not recruit or enter into any consulting or employment relationship with anyone employed with or provided by AKG as a subcontractor or affiliated party.

10.5. Public Announcements. Neither Party will issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other Party, which will not be unreasonably delayed or withheld, provided, however, that

AKG may, without Customer's consent, include Customer's name and other indicia in its lists of AKG's current or former customers of AKG in promotional and marketing materials.

10.6. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflicts of law provisions. The state and federal courts located in Fresno, California has exclusive jurisdiction and venue over any dispute arising from this Agreement or its subject matter. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

10.7. Arbitration. Any controversy or claim arising out of or relating to this Agreement (other than actions for injunctive relief) shall be settled by final and binding arbitration before a single arbitrator in Madera County, California, in accordance with the then-prevailing Commercial Arbitration Rules of the American Arbitration Association (as amended herein), and applying California state law, or if applicable, U.S. federal law. Such arbitration shall be conducted on an expedited basis and in confidence. The arbitrator shall be well acquainted with the Internet and software industries and shall not have the power to impose or award indirect, consequential, exemplary, or punitive damages. Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in the jurisdiction specified in Section 10.6 pending the outcome of such arbitration. Judgment upon the award rendered by such arbitration may be entered in any court having jurisdiction.

10.8. Attorneys' Fees. If any legal action, including, without limitation, an action for arbitration or injunctive relief, is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment or arbitration award, or the non-dismissing party in the event of a dismissal without prejudice, shall be entitled to the full amount of all reasonable expenses, including all court costs, arbitration fees and actual attorney fees paid or incurred in good faith.

10.9. Waiver. The waiver by either Party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

10.10. Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

10.11. Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the Parties. Neither Party, nor either Party's agents, have any authority of any kind to bind the other Party in any respect whatsoever, and the relationship of the Parties is, and at all times shall continue to be, that of independent contractors.

10.12. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or will confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

10.13. Force Majeure. Except for the payment of monies due hereunder, neither Party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, Internet or other network "brownouts" or failures, power failures, and acts of civil and military authorities; provided that such Party gives the other Party prompt

written notice of the failure to perform and the reason therefor and uses its reasonable efforts to limit the resulting delay in its performance.

10.14. U.S. Government Rights. If Customer is, or is entering into this Agreement on behalf of, any agency or instrumentality of the United States Government, the Software and the Documentation are "commercial computer software" and "commercial computer software documentation", and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of the Software and the Documentation are governed by the terms of this Agreement.

10.15. Export Controls. Customer shall abide, and contractually require all Employees and Authorized Users to abide, by all applicable export laws and regulations in their use of the Software and the Service. None of the Software and no part of the Service may be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. Customer represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list.

10.16. Captions and Section Headings. The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

10.17. Counterparts. This Agreement may be executed in one or more counterparts, with the same effect as if the Parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement.

10.18. Modification; Subsequent Terms. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of AKG and Customer. To the extent that the terms and conditions set forth in Exhibits A-C hereto or subsequent amendments or modifications of or to the Agreement ("**Subsequent Terms**") differ from those herein, those Subsequent Terms shall control the interpretation and any conflict resolution thereof, provided such Subsequent Terms are agreed in writing by the Parties.

10.19. Further Assurances. Unless otherwise provided herein, on a Party's reasonable request, the other Party will, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

10.20. Enforcement. When executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10.2.1. Entire Agreement; Amendment. This Agreement, including the Exhibit(s) attached hereto, along with AKG's Privacy Policy, constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes: (a) all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the Parties relating to the subject matter of this Agreement, and (b) all past courses of dealing and industry custom.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized representatives of each Party as of the date signed and fully executed below.

BY: FRESNO UNIFIED SCHOOL DISTRICT

By: _____
Signature

Name: Patrick Jensen
Print or Type

Title: Chief Financial Officer

Date: _____

BY: A KENNEDY GROUP, INC. (AKG):

By: _____
Signature

Name: Candace Ellis
Print or Type

Title: Secretary of the Corporation

Date: Aug 18, 2026

Approved As To Form:

_____
Stacey Sandoval, Executive Director Risk Management

Aug 25, 2026
_____
Date

EXHIBIT A - ORDER

1. GENERAL TERMS.

SERVICE:	BMET – Bond Management Executive Tools, as provided online; Enhanced Package
ADD-ON FEATURES	A. None.
TERM:	B. Term. The Term of this Agreement commences upon the completion of the initial BMET Agreement and continues in effect for thirty six (36) months thereafter, unless terminated earlier pursuant to any of the Agreement's express provisions (the "Term"). C. This Agreement will automatically renew for additional, successive three (3) year Terms ;s earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a **"Renewal Term"**). D. Collectively, the Term and Renewal Term are the "Term".
INTENDED PURPOSE AND SERVICES PROVIDED:	Provide Customer subscription rights and access to BMET for data management, tracking, and reporting on the Measure H Bond Program. **Service** — **Frequency** Setup and Implementation..... N/A Exchange of Data..... Import Nightly Financial Oversight..... On-going Fiscal Management and Integrity..... On-going Reconciliation..... Quarterly Remote Training..... Two on site training sessions as part of setup. Help desk via ticket system with response time within 24 hours, Online accessible knowledge base with videos Support..... See Section 2.2.(a) of this Exhibit Standard Reports..... Allowance of 40 hours of basic setup and configuration to standard suite of reports Data Integrity..... On-going Managed Reports..... Quarterly Bond/Project List Revisions..... 4 per year, additional Revisions will be billed hourly based on the attached Exhibit C: Hourly Fee Schedule.
TOTAL NUMBER OF AUTHORIZED USERS:	N/A.
TERRITORY:	Worldwide.

FEES:

A. Setup and Implementation Fee: N/A Waived ☐

B. Monthly Base Subscription Fee: $8,000 (36 months x $8,000 = $288,000)

C. Additional Services: As defined in Exhibit B: Additional Services attached hereto.

- Billed hourly based on the attached Exhibit C: Hourly Fee Schedule.

D. Add-On Feature Fee: N/A

E. Termination Fees. If this Agreement is terminated by the Customer for Convenience (as detailed in Section 9.2), Customer agrees to pay (1) an administrative fee equivalent to 3 months of the Monthly Base Subscription Fee and (2) the implementation fee based on a prorated amount of the remaining Term.

F. Fee Increases: Upon renewal of the initial Term and all subsequent renewals thereafter, AKG may increase the Monthly Base Subscription Fee as it deems appropriate for increased costs of doing business, etc.

The total fee for Items A - D above, for the term of this agreement, shall be $308,000.00 .

Payment Terms Fee for Items A and B:

A: The Customer will be invoiced for Setup and Implementation in three monthly installments with billings commencing the month following the Effective Date of this agreement.

B: Billing for the Monthly Base Subscription fee will commence the month following effective date of the Agreement.

NOTICE AND PAYMENT ADDRESS:

A. **Legal Notices:**

If to AKG:

A Kennedy Group, Inc.
Attn: Ann Kennedy
59867 Cascadel Drive North
North Fork, CA 93643

Tel: 559.877.7800
Email: info@akennedygroup.com

Courtesy copy to:
Premack Rogers PC
800 Bellevue Way NE, Suite 500
Bellevue, WA 98004

Email:
legalnotice@premackrogers.com

If to Customer:

Fresno Unified School District
Attn: _____
_____
_____
Tel: _____
Email: _____

B. AKG invoices will be submitted to the District monthly with documentation that supports the requested payment with standard Net-30 payment terms applied. The Fees and other monies due AKG may be paid:

- To the following physical address (or to another physical address provided by AKG from time to time in writing): A Kennedy Group, Inc., PO Box 1111, North Fork, CA 93643; or
- Via electronic funds transfer to a wire transfer account provided by AKG (Please contact us for wire transfer instructions).

2. SUPPORT SERVICES.

2.1. Definitions. Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in Section 1 of the Agreement.

(a) "**Error**" means any failure of the Service or Software, as applicable, to conform in any material respect with the Documentation.

(b) "**Error Correction**" means either a bug fix, patch, or other modification or addition that brings the Service or Software, as applicable, into material conformity with the Documentation as provided in Updates to the Service, Software, or Add-On Features as applicable.

2.2. Error Reporting and Resolution.

(a) Error Reporting. AKG will provide Customer with an online support portal tool, along with a support email address, and will be available Monday through Friday, excepting federal holidays observed by AKG for the reporting and correction of Errors. During this time, AKG will make every reasonable effort to respond to requests as soon as possible during the normal business hours of 8:00am to 5:00pm, Pacific Time, excluding AKG holidays.

(b) Software Error Resolution. AKG will use commercially reasonable efforts to: (i) notify applicable vendors of all Service and Software Errors properly reported by Customer in accordance with Section 2.2(a) of this Exhibit A; (ii) make available to Customer any Error Corrections that are made available by such vendor(s) to AKG promptly after such Error Corrections are delivered to AKG; and (iii) update Customer with respect to the progress of the resolution of all Service and Software Errors.

(c) Service Error Resolution. In order to facilitate the tracking and resolution of Errors, Customer agrees to report in writing to AKG by email all Errors in the Service or Software in sufficient detail, with sufficient explanation of the circumstances under which the Error occurred or is occurring. AKG will use commercially reasonable efforts to correct any Error in the Service reported by Customer on a timely basis.

Acknowledged and Agreed:

FRESNO UNIFIED SCHOOL DISTRICT	**A KENNEDY GROUP, INC. (AKG):**
By: _____ Signature	By: _____ Signature
Name: Patrick Jensen, Chief Financial Officer Print or Type	Name: Candace Ellis Print or Type
Date: _____	Date: Aug 18, 2026

Approved As To Form:

_____

Stacey Sandoval, Executive Director Risk Management

Aug 25, 2026

_____

Date

EXHIBIT B: ADDITIONAL SERVICES

Custom Reporting/Additional Services Allowance:

Additional services will be provided upon District request only and will be billed on an hourly basis, based on the attached fee schedule. The not to exceed allowance for custom reporting shall be $20,000.

EXHIBIT C: HOURLY FEE SCHEDULE

Hourly Fee Schedule
Effective June 1, 2026

Position	Hourly Rate
Executive Planner	$ 240
Financial Manager	$ 228
Senior Programmer/Analyst	$ 205
Senior Project Accountant	$ 193
Accounting/Planning Associate	$ 179
Communications Manager	$ 165
Project Accountant/Admin.	$ 135

Reimbursable Expense
In addition to compensation for Basic Services, A Kennedy Group (AKG) will be reimbursed for its direct Reimbursable Expenses at cost. Reimbursable Expenses are defined as the actual expenditures made by AKG in the interest of the Project for expenses such as travel and/or living expenses, long distance communications, reproductions and mailing/shipping, data processing, presentation materials, photographic reproduction, and any state or local taxes imposed where the Project is located.

Cost-of-Living Adjustments
A Cost-of-Living Adjustment (COLA) will be applied annually to the hourly rates based on the most recently published Consumer Price Index.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 23, 2026

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify Change Orders for the Projects Listed Below

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

Bid 24-35, Roosevelt High School Administration Building, Library, West Hall, and Theater Modernization, Change Order 13 (Admin Bldg. and West Hall) includes but may not be limited to adding the following: 80 days to the contract duration.
Change Order 11 (Library) includes but may not be limited to adding the following: 80 days to the contract duration.
Change Order 11 (Theater) includes but may not be limited to adding the following: credit for lighting infrastructure, and 80 days to contract duration.

Original Contract Amount (Admin Bldg., Library, West Hall, and Theater):	$	17,837,000
Original Contract Amount (Admin Bldg. and West Hall):	$	10,377,000
Change Order(s) previously ratified:	$	- 623,501
Change Order 13 presented for ratification (days only):	$	0
Current Contract Amount:	$	9,753,499
Original Contract Amount (Library):	$	3,685,000
Change Order(s) previously ratified:	$	1,751,048
Change Order 11 presented for ratification (days only):	$	0
Current Contract Amount:	$	5,436,048
Original Contract Amount (Theater):	$	3,775,000
Change Order(s) previously ratified:	$	532,783
Change Order 11 presented for ratification:	$	- 13,750
New Contract Amount:	$	4,294,033
New Contract Amount (Admin Bldg., Library, West Hall, and Theater):	$	19,483,580

Bid 26-12, Early Learning Portable Building Conversion and Site Improvement at 1001 S. Chestnut Ave. Rebid, Change Order 1 includes but may not be limited to adding the following: doors, frames and hardware, insulation, pipe flashing, framing and finishes, thermostat relocation, tree irrigation, and 60 days to the contract duration.

Original Contract Amount:	$	2,674,831
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	30,384
New Contract Amount:	$	2,705,215

Bid 26-27, Viking Elementary School Administration Building Health Suite Modernization, Change Order 1 includes but may not be limited to adding the following: thermostat relocation, floor leveling, casework locks, and 33 days to the contract duration.

Original Contract Amount:	$	293,000
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	4,004
New Contract Amount:	$	297,004

Bid 26-28, Wawona Middle School Administration Building Health Suite Modernization, Change Order 1 includes but may not be limited to adding the following: thermostat relocation, drywall replacement, floor leveling, casework locks, and 40 days to the contract duration.

Original Contract Amount:	$	302,800
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	9,894
New Contract Amount:	$	312,694

Bid 26-29, Baird Middle School Administration Building Health Suite Modernization, Change Order 1 includes but may not be limited to adding the following: thermostat relocation, drywall replacement, floor leveling, casework locks, and 40 days to the contract duration.

Original Contract Amount:	$	318,000
Change Order(s) previously ratified:	$	0
Change Order 1 presented for ratification:	$	9,894
New Contract Amount:	$	327,894

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 $40,426 are available in the Measure M Fund for Bids 24-35, 26-12, 26-27, 26-28, and 26-29.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

CABINET APPROVAL: Chief Operations Officer, Paul Idsvoog



Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Roosevelt High School Modernizations - Admin & West Hall
4250 E Tulare Ave.
Fresno, CA 93702

CHANGE ORDER No. :	**013**
DSA File No. :	10-H8
Application No. :	02-120777

CONTRACTOR :
Soltek Pacific
1080 Holland Ave.
Clovis, CA 93612

DESIGNER'S PROJECT No. :	20039
FUSD BID/CONTRACT No. :	24-35
CONTRACTOR P.O. No. :	796997

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	10,377,000.00
Net change by previously authorized Change Orders	$	(623,500.66)
The Contract Sum prior to this Change Order was	$	9,753,499.34
The Contract Sum will be adjusted by	$	-
The new Contract Sum, including this Change Order will be	$	9,753,499.34
The Contract Completion date prior to this Change Order was		5/22/2026
The Contract Time will be adjusted by		80 Calendar Days
The new Contract Completion date, including this Change Order is therefore		10-Aug-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:***
Lionakis	**Soltek Pacific**	**Fresno Unified School District**
2025 19th Street	1080 Holland Ave 2025	4600 N. Brawley
Sacramento, CA 95818	Clovis, CA 93612	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Jonathan McMurtry	By: Collin Froese	By: Alex Belanger | Chief Executive
Date: 7/30/26	Date: 7/30/2026	Date:

Collin Froese
Digitally signed by Collin Froese
DN: C=US, E=cfroese@soltekpacific.com, O=Soltek Pacific Construction, CN=Collin Froese
Date: 2026.07.30 16:34:47-07'00'

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 13-1

DESCRIPTION OF CHANGE:

Extend 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 the Contractor for additional days identified in the Change Order.

REASON FOR CHANGE:

Contract time extension to accommodate minor project close-out activities.

CHANGE CATEGORY:

District Requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Increase**	$ -
Time adjustment by this Change Order Item:	**Increase**	80Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**80 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District
Achieving our Greatest Potential!

Project Financial Summary

Facilities Management & Planning

Project Name: Roosevelt High School Mod

DSA #: 02-120777
BID #: 24-35

Date: 8/4/26
Contractor: SolTek
Architect: LionaKis
Change Order: Admin/West Hall 013, Library 011, Theater 011

Contract Summary:

Bid Award Amount(s)

Base Bid 1:	Admin Building Mod	$ 3,564,000.00
Base Bid 2:	Library Modernization	$ 2,376,000.00
Base Bid 3:	West Hall Modernization	$ 6,613,000.00
Base Bid 4:	Theater Modernization	$ 3,415,000.00
Add Alt 1:	Site: Decorative metal fencing & gates	$ 125,000.00
Add Alt 4:	Theater: architectural lighting system at auditorium	$ 235,000.00
Add Alt 5:	Library: Demo guardrail and surf prep at balcony-north	$ 292,000.00
Add Alt 6:	Library: Mechanical equipment and installation	$ 1,017,000.00
Allowance:	Unforeseen/unknown utility encounters and unknown dry rot	$ 200,000.00
Total Agreement Amount:		**$ 17,837,000.00**

Contract Adjustments:

Base Bid 1: Admin Building Mod ($3,564,000) Base Bid 3: West Hall Mod ($6,613,000) Allowance: Unforeseen/Unkown Utility ($200,000) — $ 10,377,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
Adm WH CO 001	$ -		$ -		$ -		$ 61,759.18		$ -		$ 61,759.18	$	61,759.18
Adm WH CO 002	$ (1,572,425.00)		$ -		$ 31,707.18		$ 564,327.67		$ -		$ (976,390.20)	$	(976,390.20)
Adm WH CO 003	$ 9,340.10		$ -		$ -		$ 8,628.74		$ -		$ 17,968.84	$	17,968.84
Adm WH CO 004	$ -		$ -		$ -		$ 33,476.66		$ -		$ 33,476.66	$	33,476.66
Adm WH CO 005	$ 5,781.37		$ -		$ -		$ 76,627.35		$ 1,524.60		$ 83,933.32	$	83,933.32
Adm WH CO 006	$ 50,723.19		$ -		$ -		$ -		$ -		$ 50,723.19	$	50,723.19
Adm WH CO 007	$ 9,621.68		$ -		$ -		$ -		$ -		$ 9,621.68	$	9,621.68
Adm WH CO 008	$ -		$ -		$ 8,710.61		$ 16,172.77		$ -		$ 24,883.38	$	24,883.38
Adm WH CO 009	$ 2,891.17		$ -		$ 14,706.60		$ -		$ -		$ 17,597.77	$	17,597.77
Adm WH CO 010	$ 87,599.86		$ 10,724.89		$ 15,820.75		$ 15,775.76		$ -		$ 129,921.26	$	129,921.26
Adm WH CO 011	$ (90,631.79)		$ -		$ -		$ -		$ -		$ (90,631.79)	$	(90,631.79)
Adm WH CO 012	$ -		$ -		$ 13,636.05		$ -		$ -		$ 13,636.05	$	13,636.05
Adm WH CO 013	$ -		$ -		$ -		$ -		$ -		$ -	$	-
Totals:	$ (1,497,099.42)	-14.4%	$ 10,724.89	0.1%	$ 84,581.19	0.8%	$ 776,768.08	7.5%	$ 1,524.60	0.0%	$ (623,500.66)	$	(623,500.66)
Admin West Hall Contract Amount with Adjustments												$	9,753,499.34

Base Bid 2: Library Mod ($2,376,000) Add Alt 5: Library: Demo guardrail and surf prep at the balcony ($292,000) Add Alt 6: Library: Mechanical Equipment and Install ($1,017,000) — $ 3,685,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
Library Mod CO 001	$ 296,870.84		$ -		$ -		$ 90,876.85		$ -		$ 387,747.69	$	387,747.69
Library Mod CO 002	$ 134,408.23		$ -		$ 22,340.96		$ 26,109.93		$ -		$ 182,859.12	$	182,859.12
Library Mod CO 003	$ 10,026.60		$ -		$ 40,184.38		$ 104,190.15		$ -		$ 154,401.13	$	154,401.13
Library Mod CO 004	$ 8,490.94		$ -		$ 45,616.62		$ -		$ -		$ 54,107.56	$	54,107.56
Library Mod CO 005	$ -		$ -		$ 4,419.53		$ 13,054.37		$ -		$ 17,473.90	$	17,473.90
Library Mod CO 006	$ 73,152.33		$ -		$ 1,751.45		$ -		$ -		$ 74,903.78	$	74,903.78
Library Mod CO 007	$ 141,710.29		$ -		$ 52,855.17		$ 151,929.97		$ 6,503.80		$ 352,999.23	$	352,999.23
Library Mod CO 008	$ -		$ -		$ 28,873.02		$ 34,402.26		$ -		$ 63,275.28	$	63,275.28
Library Mod CO 009	$ 463,279.65		$ -		$ -		$ -		$ -		$ 463,279.65	$	463,279.65
Library Mod CO 010	$ -		$ -		$ -		$ -		$ -		$ -	$	-
Library Mod CO 011	$ -		$ -		$ -		$ -		$ -		$ -	$	-
Totals:	$ 1,127,938.88	30.6%	$ -	0.0%	$ 196,041.13	5.3%	$ 420,563.53	11%	$ 6,503.80	0.0%	$ 1,751,047.34	$	1,751,047.34
Library Contract Amount with Adjustments												$	5,436,047.34

Base Bid 4: Theater Mod ($3,415,000) Add Alt 1:Site: Decorative metal fencing & gates ($125,000.00) Add Alt 4: Theater: Architectural Lighting System at Auditorium ($235,000) — $ 3,775,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown unforeseen hidden		Designer E & O		District/Designer		Total		
Theater Mod CO 001	$ 5,205.89		$ -		$ -		$ -		$ -		$ 5,205.89	$	5,205.89
Theater Mod CO 002	$ -		$ -		$ -		$ 72,425.28		$ -		$ 72,425.28	$	72,425.28
Theater Mod CO 003	$ 3,349.95		$ -		$ 5,282.86		$ 72,608.68		$ -		$ 81,241.49	$	81,241.49
Theater Mod CO 004	$ -		$ -		$ 31,466.16		$ -		$ -		$ 31,466.16	$	31,466.16
Theater Mod CO 005	$ -		$ -		$ 111,209.41		$ 22,649.54		$ -		$ 133,858.95	$	133,858.95
Theater Mod CO 006	$ -		$ -		$ -		$ 5,798.10		$ -		$ 5,798.10	$	5,798.10
Theater Mod CO 007	$ -		$ -		$ 25,271.63		$ 22,971.15		$ -		$ 48,242.78	$	48,242.78
Theater Mod CO 008	$ 35,374.76		$ -		$ 4,347.97		$ -		$ -		$ 39,722.73	$	39,722.73
Theater Mod CO 009	$ 8,164.89		$ -		$ 6,277.41		$ -		$ -		$ 14,442.30	$	14,442.30
Theater Mod CO 010	$ (1,695.19)		$ -		$ 95,041.95		$ 7,032.62		$ -		$ 100,379.38	$	100,379.38
Theater Mod CO 011	$ (13,750.00)		$ -		$ -		$ -		$ -		$ (13,750.00)	$	(13,750.00)
Totals:	$ 50,400.30	1.3%	$ -	0.0%	$ 278,897.39	7.4%	$ 203,485.37	5.4%	$ -	0.0%	$ 532,783.06	$	519,033.06
Theater Contract Amount with Adjustments												$	4,294,033.06

Total New Contract Amount with Adjustments		**$**	**19,483,579.74**	**9.23%**

Allowance Amount — $ 200,000.00

	Unknown, Unforeseen Utility	Total
CO #001	$ 30,677.35	$ 30,677.35
CO #002	$ 6,613.37	$ 6,613.37
CO #003	$ 26,055.09	$ 26,055.09
CO #005	$ 1,502.01	$ 1,502.01
CO #007	$ 6,751.80	$ 6,751.80
CO #008	$ 13,337.92	$ 13,337.92
CO #009	$ 24,430.67	$ 24,430.67
CO #011	$ 90,631.79	$ 90,631.79
Totals:		$ 200,000.00
Total Remaining Allowance Amount with Adjustments	$ -	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Roosevelt High School Modernizations - Library
4250 E Tulare Ave.
Fresno, CA 93702

CHANGE ORDER No. :	**011**
DSA File No. :	10-H8
Application No. :	02-120777

CONTRACTOR :
Soltek Pacific
1080 Holland Ave.
Clovis, CA 93612

DESIGNER'S PROJECT No. :	20039
FUSD BID/CONTRACT No. :	24-35
CONTRACTOR P.O. No. :	796997

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	3,685,000.00
Net change by previously authorized Change Orders	$	1,751,047.34
The Contract Sum prior to this Change Order was	$	5,436,047.34
The Contract Sum will be adjusted by	$	-
The new Contract Sum, including this Change Order will be	$	5,436,047.34
The Contract Completion date prior to this Change Order was		5/22/2026
The Contract Time will be adjusted by		80 Calendar Days
The new Contract Completion date, including this Change Order is therefore		10-Aug-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:

Lionakis
2025 19th Street
Sacramento, CA 95818
ARCHITECT/ENGINEER:

By: Jonathan McMurtry

Date: 7/30/26

Accepted by:

Soltek Pacific
1080 Holland Ave 2025
Clovis, CA 93612
CONTRACTOR:

Collin Froese

Digitally signed by Collin Froese
DN: C=US, E=cfroese@soltekpacific.com, O=Soltek Pacific Construction, CN=Collin Froese
Date: 2026.07.30 10:54:10 -07'00'

By: Collin Froese

Date: 7/30/2026

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
OWNER:

By: Alex Belanger | Chief Executive

Date: 8/10/26

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 11-1

DESCRIPTION OF CHANGE:
Extend 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 the Contractor for additional days identified

REASON FOR CHANGE:

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Increase**	$ -
Time adjustment by this Change Order Item:	**Increase**	80 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ -**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**80 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District
Achieving our Greatest Potential!

Project Financial Summary

Facilities Management & Planning

Project Name: Roosevelt High School Mod

DSA #: 02-120777
BID #: 24-35

Date: 8/4/26
Contractor: SolTek
Architect: LionaKis
Change Order: Admin/West Hall 013, Library 011, Theater 011

Contract Summary:

Bid Award Amount(s)

Base Bid 1:	Admin Building Mod	$ 3,564,000.00
Base Bid 2:	Library Modernization	$ 2,376,000.00
Base Bid 3:	West Hall Modernization	$ 6,613,000.00
Base Bid 4:	Theater Modernization	$ 3,415,000.00
Add Alt 1:	Site: Decorative metal fencing & gates	$ 125,000.00
Add Alt 4:	Theater: architectural lighting system at auditorium	$ 235,000.00
Add Alt 5:	Library: Demo guardrail and surf prep at balcony-north	$ 292,000.00
Add Alt 6:	Library: Mechanical equipment and installation	$ 1,017,000.00
Allowance:	Unforeseen/unknown utility encounters and unknown dry rot	$ 200,000.00
Total Agreement Amount:		$ 17,837,000.00

Contract Adjustments:

Base Bid 1: Admin Building Mod ($3,564,000) Base Bid 3: West Hall Mod ($6,613,000) Allowance: Unforeseen/Unkown Utility ($200,000) — $ 10,377,000.00

Contract Adjustments:	District Requested		Governing agency req'd. change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total	
Adm WH CO 001	$ -		$ -		$ -		$ 61,759.18		$ -		$ 61,759.18	$ 61,759.18
Adm WH CO 002	$ (1,572,425.00)		$ -		$ 31,707.18		$ 564,327.62		$ -		$ (976,390.20)	$ (976,390.20)
Adm WH CO 003	$ 9,340.10		$ -		$ -		$ 8,628.74		$ -		$ 17,968.84	$ 17,968.84
Adm WH CO 004	$ -		$ -		$ -		$ 33,476.66		$ -		$ 33,476.66	$ 33,476.66
Adm WH CO 005	$ 5,781.37		$ -		$ -		$ 76,627.35		$ 1,524.60		$ 83,933.32	$ 83,933.32
Adm WH CO 006	$ 50,723.19		$ -		$ -		$ -		$ -		$ 50,723.19	$ 50,723.19
Adm WH CO 007	$ 9,621.68		$ -		$ -		$ -		$ -		$ 9,621.68	$ 9,621.68
Adm WH CO 008	$ -		$ -		$ 8,710.61		$ 16,172.77		$ -		$ 24,883.38	$ 24,883.38
Adm WH CO 009	$ 2,891.17		$ -		$ 14,706.60		$ -		$ -		$ 17,597.77	$ 17,597.77
Adm WH CO 010	$ 87,599.86		$ 10,724.89		$ 15,820.75		$ 15,775.76		$ -		$ 129,921.26	$ 129,921.26
Adm WH CO 011	$ (90,631.79)		$ -		$ -		$ -		$ -		$ (90,631.79)	$ (90,631.79)
Adm WH CO 012	$ -		$ -		$ 13,636.05		$ -		$ -		$ 13,636.05	$ 13,636.05
Adm WH CO 013	$ -		$ -		$ -		$ -		$ -		$ -	$ -
Totals:	$ (1,497,099.42)	-14.4%	$ 10,724.89	0.1%	$ 84,581.19	0.8%	$ 776,768.08	7.5%	$ 1,524.60	0.0%	$ (623,500.66)	$ (623,500.66)
Admin West Hall Contract Amount with Adjustments												$ 9,753,499.34

Base Bid 2: Library Mod ($2,376,000) Add Alt 5: Library: Demo guardrail and surf prep at the balcony ($292,000) Add Alt 6: Library: Mechanical Equipment and Install ($1,017,000) — $ 3,685,000.00

Contract Adjustments:	District Requested		Governing agency req'd. change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total	
Library Mod CO 001	$ 296,870.84		$ -		$ -		$ 90,876.85		$ -		$ 387,747.69	$ 387,747.69
Library Mod CO 002	$ 134,408.23		$ -		$ 22,340.96		$ 26,109.93		$ -		$ 182,859.12	$ 182,859.12
Library Mod CO 003	$ 10,026.60		$ -		$ 40,184.38		$ 104,190.15		$ -		$ 154,401.13	$ 154,401.13
Library Mod CO 004	$ 8,490.94		$ -		$ 45,616.62		$ -		$ -		$ 54,107.56	$ 54,107.56
Library Mod CO 005	$ -		$ -		$ 4,419.53		$ 13,054.37		$ -		$ 17,473.90	$ 17,473.90
Library Mod CO 006	$ 73,152.33		$ -		$ 1,751.45		$ -		$ -		$ 74,903.78	$ 74,903.78
Library Mod CO 007	$ 141,710.29		$ -		$ 52,855.17		$ 151,929.97		$ 6,503.80		$ 352,999.23	$ 352,999.23
Library Mod CO 008	$ -		$ -		$ 28,873.02		$ 34,402.26		$ -		$ 63,275.28	$ 63,275.28
Library Mod CO 009	$ 463,279.65		$ -		$ -		$ -		$ -		$ 463,279.65	$ 463,279.65
Library Mod CO 010	$ -		$ -		$ -		$ -		$ -		$ -	$ -
Library Mod CO 011	$ -		$ -		$ -		$ -		$ -		$ -	$ -
Totals:	$ 1,127,938.88	30.6%	$ -	0.0%	$ 196,041.13	5.3%	$ 420,563.53	11%	$ 6,503.80	0.0%	$ 1,751,047.34	$ 1,751,047.34
Library Contract Amount with Adjustments												$ 5,436,047.34

Base Bid 4: Theater Mod ($3,415,000) Add Alt 1:Site: Decorative metal fencing & gates ($125,000.00) Add Alt 4: Theater: Architectural Lighting System at Auditorium ($235,000) — $ 3,775,000.00

Contract Adjustments:	District Requested		Governing agency req'd. change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total	
Theater Mod CO 001	$ 5,205.89		$ -		$ -		$ -		$ -		$ 5,205.89	$ 5,205.89
Theater Mod CO 002	$ -		$ -		$ -		$ 72,425.28		$ -		$ 72,425.28	$ 72,425.28
Theater Mod CO 003	$ 3,349.95		$ -		$ 5,282.86		$ 72,608.68		$ -		$ 81,241.49	$ 81,241.49
Theater Mod CO 004	$ -		$ -		$ 31,466.16		$ -		$ -		$ 31,466.16	$ 31,466.16
Theater Mod CO 005	$ -		$ -		$ 111,209.41		$ 22,649.54		$ -		$ 133,858.95	$ 133,858.95
Theater Mod CO 006	$ -		$ -		$ -		$ 5,798.10		$ -		$ 5,798.10	$ 5,798.10
Theater Mod CO 007	$ -		$ -		$ 25,271.63		$ 22,971.15		$ -		$ 48,242.78	$ 48,242.78
Theater Mod CO 008	$ 35,374.76		$ -		$ 4,347.97		$ -		$ -		$ 39,722.73	$ 39,722.73
Theater Mod CO 009	$ 8,164.89		$ -		$ 6,277.41		$ -		$ -		$ 14,442.30	$ 14,442.30
Theater Mod CO 010	$ (1,695.19)		$ -		$ 95,041.95		$ 7,032.62		$ -		$ 100,379.38	$ 100,379.38
Theater Mod CO 011	$ (13,750.00)		$ -		$ -		$ -		$ -		$ (13,750.00)	$ (13,750.00)
Totals:	$ 50,400.30	1.3%	$ -	0.0%	$ 278,897.39	7.4%	$ 203,485.37	5.4%	$ -	0.0%	$ 532,783.06	$ 519,033.06
Theater Contract Amount with Adjustments												$ 4,294,033.06

Total New Contract Amount with Adjustments	$	19,483,579.74	9.23%

Allowance Amount		$ 200,000.00
	Unknown, Unforeseen Utility	Total
CO #001	$ 30,677.35	$ 30,677.35
CO #002	$ 6,613.37	$ 6,613.37
CO #003	$ 26,055.09	$ 26,055.09
CO #005	$ 1,502.01	$ 1,502.01
CO #007	$ 6,751.80	$ 6,751.80
CO #008	$ 13,337.92	$ 13,337.92
CO #009	$ 24,430.67	$ 24,430.67
CO #011	$ 90,631.79	$ 90,631.79
Totals:		$ 200,000.00
Total Remaining Allowance Amount with Adjustments	$ -	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Roosevelt High School Modernizations - Theater
Item 10-6
Fresno, CA 93702

CHANGE ORDER No. :	011
DSA File No. :	10-H8
Application No. :	02-120777

CONTRACTOR :
Soltek Pacific
1080 Holland Ave.
Clovis, CA 93612

DESIGNER'S PROJECT No. :	20039
FUSD BID/CONTRACT No. :	24-35
CONTRACTOR P.O. No. :	797004

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	3,775,000.00
Net change by previously authorized Change Orders	$	532,783.06
The Contract Sum prior to this Change Order was	$	4,307,783.06
The Contract Sum will be adjusted by	$	(13,750.00)
The new Contract Sum, including this Change Order will be	$	4,294,033.06
The Contract Completion date prior to this Change Order was		22-May-26
The Contract Time will be adjusted by		80 Calendar Days
The new Contract Completion date, including this Change Order is therefore		10-Aug-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:

Lionakis
2025 19th Street
Sacramento, CA 95818
ARCHITECT/ENGINEER:

By: Jonathan McMurtry

Date: 7/30/26

Accepted by:

Soltek Pacific
1080 Holland Ave 2025
Clovis, CA 93612
CONTRACTOR:

Collin Froese Digitally signed by Collin Froese DN: C=US, E=cfroese@soltekpacific.com, O=Soltek Pacific Construction, CN=Collin Froese Date: 2026.07.30 16:34:37-07'00'

By: Collin Froese

Date: 7/30/2026

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
OWNER:

By: Alex Belanger | Chief Executive

Date: 8/04/2026

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 11-1

DESCRIPTION OF CHANGE:
Provide credit for theatrical lighting infrastructure.

REASON FOR CHANGE:
During construction, it was determined that the contract documents did not adequately detail or account for the labor and installation requirements associated with portions of the theatrical lighting system. The District therefore directed that the identified theatrical lighting work be removed from the project scope, while retaining the specified components required for the remaining system, resulting in a credit to the District.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP 128, PCO 151

Amount of this Change Order Item:	Decrease	$	(13,750.00)
Time adjustment by this Change Order Item:	Increase		Days

Item 11-2

DESCRIPTION OF CHANGE:
Extend 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 the Contractor for additional days identified in the Change Order.

REASON FOR CHANGE:
Contract time extension to accommodate minor project close-out activities.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	Increase		
Time adjustment by this Change Order Item:	Increase		80 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE**	**$**	**(13,750.00)**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**		**80 DAYS**

***** End of CHANGE ORDER *****

Fresno Unified School District
Achieving our Greatest Potential!

Project Financial Summary

Facilities Management & Planning

Project Name: Roosevelt High School Mod

DSA #: 02-120777
BID #: 24-35

Date: 8/4/26
Contractor: SolTek
Architect: LionaKis
Change Order: Admin/West Hall 013, Library 011, Theater 011

Contract Summary:

Bid Award Amount(s)

Base Bid 1:	Admin Building Mod	$ 3,564,000.00
Base Bid 2:	Library Modernization	$ 2,376,000.00
Base Bid 3:	West Hall Modernization	$ 6,613,000.00
Base Bid 4:	Theater Modernization	$ 3,415,000.00
Add Alt 1:	Site: Decorative metal fencing & gates	$ 125,000.00
Add Alt 4:	Theater: architectural lighting system at auditorium	$ 235,000.00
Add Alt 5:	Library: Demo guardrail and surf prep at balcony-north	$ 292,000.00
Add Alt 6:	Library: Mechanical equipment and installation	$ 1,017,000.00
Allowance:	Unforeseen/unknown utility encounters and unknown dry rot	$ 200,000.00
Total Agreement Amount:		$ 17,837,000.00

Contract Adjustments:

Base Bid 1: Admin Building Mod ($3,564,000) Base Bid 3: West Hall Mod ($6,613,000) Allowance: Unforeseen/Unknown Utility ($200,000) — $ 10,377,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Developer		Total		
Adm WH CO 001	$ -		$ -		$ -		$ 61,759.18		$ -		$ 61,759.18	$	61,759.18
Adm WH CO 002	$ (1,572,425.00)		$ -		$ 31,707.18		$ 564,327.62		$ -		$ (976,390.20)	$	(976,390.20)
Adm WH CO 003	$ 9,340.10		$ -		$ -		$ 8,628.74		$ -		$ 17,968.84	$	17,968.84
Adm WH CO 004	$ -		$ -		$ -		$ 33,476.66		$ -		$ 33,476.66	$	33,476.66
Adm WH CO 005	$ 5,781.37		$ -		$ -		$ 76,627.35		$ 1,524.60		$ 83,933.32	$	83,933.32
Adm WH CO 006	$ 50,723.19		$ -		$ -		$ -		$ -		$ 50,723.19	$	50,723.19
Adm WH CO 007	$ 9,621.68		$ -		$ -		$ -		$ -		$ 9,621.68	$	9,621.68
Adm WH CO 008	$ -		$ -		$ 8,710.61		$ 16,172.77		$ -		$ 24,883.38	$	24,883.38
Adm WH CO 009	$ 2,891.17		$ -		$ 14,706.60		$ -		$ -		$ 17,597.77	$	17,597.77
Adm WH CO 010	$ 87,599.86		$ 10,724.89		$ 15,820.75		$ 15,775.76		$ -		$ 129,921.26	$	129,921.26
Adm WH CO 011	$ (90,631.79)		$ -		$ -		$ -		$ -		$ (90,631.79)	$	(90,631.79)
Adm WH CO 012	$ -		$ -		$ 13,636.05		$ -		$ -		$ 13,636.05	$	13,636.05
Adm WH CO 013	$ -		$ -		$ -		$ -		$ -		$ -	$	-
Totals:	$ (1,497,099.42)	-14.4%	$ 10,724.89	0.1%	$ 84,581.19	0.8%	$ 776,768.08	7.5%	$ 1,524.60	0.0%	$ (623,500.66)	$	(623,500.66)
Admin West Hall Contract Amount with Adjustments												$	9,753,499.34

Base Bid 2: Library Mod ($2,376,000) Add Alt 5: Library: Demo guardrail and surf prep at the balcony ($292,000) Add Alt 6: Library: Mechanical Equipment and Install ($1,017,000) — $ 3,685,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Developer		Total		
Library Mod CO 001	$ 296,870.84		$ -		$ -		$ 90,876.85		$ -		$ 387,747.69	$	387,747.69
Library Mod CO 002	$ 134,408.23		$ -		$ 22,340.96		$ 26,109.93		$ -		$ 182,859.12	$	182,859.12
Library Mod CO 003	$ 10,026.60		$ -		$ 40,184.38		$ 104,190.15		$ -		$ 154,401.13	$	154,401.13
Library Mod CO 004	$ 8,490.94		$ -		$ 45,616.62		$ -		$ -		$ 54,107.56	$	54,107.56
Library Mod CO 005	$ -		$ -		$ 4,419.53		$ 13,054.37		$ -		$ 17,473.90	$	17,473.90
Library Mod CO 006	$ 73,152.33		$ -		$ 1,751.45		$ -		$ -		$ 74,903.78	$	74,903.78
Library Mod CO 007	$ 141,710.29		$ -		$ 52,855.17		$ 151,929.97		$ 6,503.80		$ 352,999.23	$	352,999.23
Library Mod CO 008	$ -		$ -		$ 28,873.02		$ 34,402.26		$ -		$ 63,275.28	$	63,275.28
Library Mod CO 009	$ 463,279.65		$ -		$ -		$ -		$ -		$ 463,279.65	$	463,279.65
Library Mod CO 010	$ -		$ -		$ -		$ -		$ -		$ -	$	-
Library Mod CO 011	$ -		$ -		$ -		$ -		$ -		$ -	$	-
Totals:	$ 1,127,938.88	10.6%	$ -	0.0%	$ 196,041.13	5.3%	$ 420,563.53	11%	$ 6,503.80	0.0%	$ 1,751,047.34	$	1,751,047.34
Library Contract Amount with Adjustments												$	5,436,047.34

Base Bid 4: Theater Mod ($3,415,000) Add Alt 1:Site: Decorative metal fencing & gates ($125,000.00) Add Alt 4: Theater: Architectural Lighting System at Auditorium ($235,000) — $ 3,775,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Developer		Total		
Theater Mod CO 001	$ 5,205.89		$ -		$ -		$ -		$ -		$ 5,205.89	$	5,205.89
Theater Mod CO 002	$ -		$ -		$ -		$ 72,425.28		$ -		$ 72,425.28	$	72,425.28
Theater Mod CO 003	$ 3,349.95		$ -		$ 5,282.86		$ 72,608.68		$ -		$ 81,241.49	$	81,241.49
Theater Mod CO 004	$ -		$ -		$ 31,466.16		$ -		$ -		$ 31,466.16	$	31,466.16
Theater Mod CO 005	$ -		$ -		$ 111,209.41		$ 22,649.54		$ -		$ 133,858.95	$	133,858.95
Theater Mod CO 006	$ -		$ -		$ -		$ 5,798.10		$ -		$ 5,798.10	$	5,798.10
Theater Mod CO 007	$ -		$ -		$ 25,271.63		$ 22,971.15		$ -		$ 48,242.78	$	48,242.78
Theater Mod CO 008	$ 35,374.76		$ -		$ 4,347.97		$ -		$ -		$ 39,722.73	$	39,722.73
Theater Mod CO 009	$ 8,164.89		$ -		$ 6,277.41		$ -		$ -		$ 14,442.30	$	14,442.30
Theater Mod CO 010	$ (1,695.19)		$ -		$ 95,041.95		$ 7,032.62		$ -		$ 100,379.38	$	100,379.38
Theater Mod CO 011	$ (13,750.00)		$ -		$ -		$ -		$ -		$ (13,750.00)	$	(13,750.00)
Totals:	$ 50,400.30	1.3%	$ -	0.0%	$ 278,897.39	7.4%	$ 703,485.37	5.4%	$ -	0.0%	$ 532,783.06	$	519,033.06
Theater Contract Amount with Adjustments												$	4,294,033.06

Total New Contract Amount with Adjustments		$	19,483,579.74
			9.23%

Allowance Amount		$ 200,000.00
	Unknown, Unforeseen Utility	Total
CO #001	$ 30,677.35	$ 30,677.35
CO #002	$ 6,613.37	$ 6,613.37
CO #003	$ 26,055.09	$ 26,055.09
CO #005	$ 1,502.01	$ 1,502.01
CO #007	$ 6,751.80	$ 6,751.80
CO #008	$ 13,337.92	$ 13,337.92
CO #009	$ 24,430.67	$ 24,430.67
CO #011	$ 90,631.79	$ 90,631.79
Totals:		$ 200,000.00
Total Remaining Allowance Amount with Adjustments	$ -	

CHANGE ORDER

Fresno Unified School District
Preparing Career Ready Graduates

PROJECT NAME:
FUSD Cambridge Early Learning Conversion and Site I
1001 S. Chestnut Ave.
Fresno CA 93702

CHANGE ORDER No. :	01
DSA File No, :	10-48
Application No.:	02-123052

CONTRACTOR:
Davis Moreno Construction, Inc.
4720 N. Blythe
Fresno CA 93722-

DESIGNER'SPROJECT No. :	2463
FUSD BID/CONTRACT No.	26-12
CONTRACTOR P.O. No. :	26009148

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$2,674,830.20
Net change by previously authorized Change Orders	$0.00
The Contract Sum prior to this Change Order was	$2,674,830.20
The Contract Sum will be adjusted by	$30,384.05
The new Contract Sum including this Change Order will be	$2,705,214.25
The Contract Completion date prior to this Change Order was	5/14/2026
The Contract Time will be adjusted by	(60) Calendar Days
The new Contract Completion date, including this Change Order is therefore	7/13/2026

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any,set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:	*Accepted by:*	*Authorized by:*
Darden Architects 6790 N. West Ave Fresno, California 93711	Davis Moreno Construction, Inc. 4720 N. Blythe Fresno CA 93722-	Fresno Unified School District 2309 Tulare Street Fresno CA 93721-
DESIGNER:	*CONTRACTOR:*	*OWNER:*
By:	By:	By: Alex Belanger, Assoc. Sup.
Date: 06/23/2026	Date: 06/25/2026	Date: 7/01/26

CHANGE ORDER

Fresno Unified School District
Preparing Career Ready Graduates

FUSD Cambridge Early Learning Conversion and Site Improvements
CHANGE ORDER NO.: 01
DATE
Project No.: 2463

You are directed to make the following changes in this Contract:

Item 01 - 1

DESCRIPTION OF CHANGE:
Eliminate specified interior painted doors and provide prefinished maple laminated doors, include additional hollow metal frames and associated hardware at Rooms 01 and 02.

REASON FOR CHANGE:
To comply with District standard finishes, interior doors are revised to prefinished maple laminated doors in lieu of painted doors. Additional doors at Rooms 01 and 02 are added to match the new maple doors, providing a consistent appearance and uniform detailing throughout the area.

CHANGE CATEGORY:
District Requested change.

DOCUMENT REFERENCE:
COR010R Submittal

Amount of this Change Order Item:	INCREASE	$8,789.44
Time adjustment by this Change Order Item:	INCREASE	14

Item 01 - 2

DESCRIPTION OF CHANGE:
Remove and properly dispose of the existing wall insulation and install new insulation in its place.

REASON FOR CHANGE:
The existing insulation is dislodging and falling out of the framed walls during drywall removal, making reuse impractical.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COR002.1 RFI002

Amount of this Change Order Item:	INCREASE	$4,227.74
Time adjustment by this Change Order Item:	INCREASE	4

Item 01 - 3

DESCRIPTION OF CHANGE:
Provide and install vent pipe flashing for two new roof penetrations. The amount of $1,058.75 will be taken out of bid allowance for Uknown/Underground Utilities.

REASON FOR CHANGE:
The contract documents called out to use existing vent piping and penetrations. In the course of construction the existing vent piping was found to be not be in a fire rated area. It was necessary to add new vent piping and penetrations.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COR007 SI05

Amount of this Change Order Item:	INCREASE	$0.00
Time adjustment by this Change Order Item:	INCREASE	3

You are directed to make the following changes in this Contract:

Item 01 - 4

DESCRIPTION OF CHANGE:
Remove existing floor scrim and insulation, and install new scrim and insulation upon completion of the underground plumbing work. The amount of $6,106.87 will be taken out of bid allowance for Uknown/Underground Utilities.

REASON FOR CHANGE:
Removal and replacement of existing floor scrim and insulation was required to access and complete the underground plumbing work.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COR003.1 OTP1/RFI0

Amount of this Change Order Item:	INCREASE	$0.00	
Time adjustment by this Change Order Item:	INCREASE		12

Item 01 - 5

DESCRIPTION OF CHANGE:
Provide and install four (4) tree bubblers and one (1) valve with a sleeve to the easternmost turf play area.

REASON FOR CHANGE:
Irrigation was not shown in the Contract Documents

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR008 SI01

Amount of this Change Order Item:	INCREASE	$3,744.95	
Time adjustment by this Change Order Item:	INCREASE		5

Item 01 - 6

DESCRIPTION OF CHANGE:
Remove and relocate existing thermostats in accordance with the revised mechanical plan. The amount of $1,505.22 will be taken out of bid allowance for Uknown/Underground Utilities.

REASON FOR CHANGE:
Existing thermostat locations conflict with the new modular casework layout.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
OTP006 COR009/RF

Amount of this Change Order Item:	INCREASE	$0.00	
Time adjustment by this Change Order Item:	INCREASE		2

You are directed to make the following changes in this Contract:

Item 01 - 7

DESCRIPTION OF CHANGE:
Remove and replace the existing hollow metal frame and wood door. Provide a new hollow metal frame and a 34"-wide wooddoor.

REASON FOR CHANGE:
The existing north wall in Staff Restroom Room 05 is located closer than shown on the plans. To maintain ADA compliance, the door was removed and replaced to meet required accessibility requirements.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
RFI061 COR012

Amount of this Change Order Item:	INCREASE	$7,574.54
Time adjustment by this Change Order Item:	INCREASE	10

Item 01 - 8

DESCRIPTION OF CHANGE:
Demolish existing wall between Toilet Rooms in the infant / toddler building. Provide and install new framed wall assembly and new full-height furred wall.

REASON FOR CHANGE:
Existing west-side toilets in the infant / toddler building conflict with structural steel below the joists, requiring wall reconfiguration to accommodate field conditions.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COR005 RFI018

Amount of this Change Order Item:	INCREASE	$6,047.38
Time adjustment by this Change Order Item:	INCREASE	10

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$30,384.05**
OTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**60 Days**

****** End of CHANGE ORDER ****** ***01***

Change Order Item Detail

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: EARLY LEARNING PORTABLE BUILDING CONVERSION AND SITE IMPROVEMENT AT 1001 S. CHESTNUT AVE (REBID)
DSA #: 02-123052 INC:
BID #: 26-12

Date: 7/1/26
Contractor: Davis Moreno Construction, Inc.
Architect: Darden Architects
Change Order: 1

Contract Summary:

Bid Award Amount(s)	
Base Bid #01:	$ 2,558,000.00
Base Bid #02:	$ 41,830.20
Allowance:	$ 75,000.00
Total Agreement Amount:	**$ 2,674,830.20**

Contract Adjustments: Base Bid #01 & #02

Total Contract Amount $ 2,674,830.20

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ 8,789.44		$ -		$ 17,849.66		$ 3,744.95		$ -		$ 30,384.05			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ 8,789.44**	0.3%	**$ -**	0.0%	**$ 17,849.66**	0.7%	**$ 3,744.95**	0.1%	**$ -**	0.0%	**$ 30,384.05**	**$ 30,384.05**	1.14%	
Total Contract Amount with Adjustments												**$ 2,705,214.25**		

Contract Adjustments: Allowance

Total Contract Amount $ 75,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ -		$ -		$ (8,670.84)		$ -		$ -		$ (8,670.84)			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ -**	0.0%	**$ -**	0.0%	**$ (8,670.84)**	-11.6%	**$ -**	0.0%	**$ -**	0.0%	**$ (8,670.84)**	**$ (8,670.84)**		
Total Allowance Amount with Adjustments												**$ 66,329.16**		

Total **$ 2,705,214.25** 1.14%

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Viking ES
4251 N. Winery Avenue
Fresno, CA 93726

CHANGE ORDER No. :	**001**
DSA File No. :	10-48
Application No. :	02-121730

CONTRACTOR :
CMW Builders
PO Box 613
Hilmar, CA 95324

DESIGNER'S PROJECT No. :	5602.1
FUSD BID/CONTRACT No. :	26-27
CONTRACTOR P.O. No. :	26015336

Change Order to Be Executed by Designer, Contractor and Owner Before Changes Are Implemented

The original Contract Sum was	$	293,000.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	293,000.00
The Contract Sum will be adjusted by	$	4,003.97
The new Contract Sum, including this Change Order will be	$	297,003.97
The Contract Completion date prior to this Change Order was		31-May-26
The Contract Time will be adjusted by		(33) Calendar Days
The new Contract Completion date, including this Change Order is therefore		3-Jul-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:***
Integrated Designs	CMW Builders, Inc.	**Fresno Unified School District**
6011 N. Fresno St. #130	PO Box 613	4600 N. Brawley
Fresno, CA 93710	Hilmar, CA 95324	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Curtis Flynn	By: Clint Wood	By: Alex Belanger | Asst. Sup.
Date: 07-15-26	Date: 7.17.26	Date: 7/29/26

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to remove and relocate one thermostat away from exterior door.

REASON FOR CHANGE:
Relocate existing thermostat located adjacent to an exterior door to interior location to increase efficiency.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFQ #01

Amount of this Change Order Item:	**Increase $**	**913.74**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to level the concrete floor to accept sheet vinyl.

REASON FOR CHANGE:
The modular building floor was not flat enough at the mod lines for a quality sheet vinyl floor.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFI #13
PCO #02

Amount of this Change Order Item:	**Increase $**	**1,149.01**
Time adjustment by this Change Order Item:	**Increase**	3 Days

Item 1-3

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to furnish locks at the nurse suite casework.

REASON FOR CHANGE:
Locks are needed to secure the casework.

CHANGE CATEGORY:
Designer E & O.

Fresno Unified School District

CHANGE ORDER

DOCUMENT REFERENCE:
RFI #13
PCO #03.01

Amount of this Change Order Item:	Increase $	1,941.22
Time adjustment by this Change Order Item:	Increase	30 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**4,003.97**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**33 Days**

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: VIKING ELEMENTARY SCHOOL ADMINISTRATION BUILDING HEALTH SUITE MODERNIZATION
DSA #: 02-121730 INC:
BID #: 26-27

Date: 7/29/26
Contractor: CMW Builders, Inc.
Architect: Integrated Designs by SOMAM, Inc.
Change Order: 1

Contract Summary:

Bid Award Amount(s)		
Base Bid #01:	$	243,000.00
	$	-
Allowance:	$	50,000.00
Total Agreement Amount:	$	**293,000.00**

Contract Adjustments: Base Bid #01

Total Contract Amount $ 293,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ -		$ -		$ 1,149.01		$ 2,854.96		$ -		$ 4,003.97			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	$ -	0.0%	$ -	0.0%	$ 1,149.01	0.4%	$ 2,854.96	1.0%	$ -	0.0%	$ 4,003.97	$	4,003.97	1.37%
Total Contract Amount with Adjustments												$	**297,003.97**	

Contract Adjustments: Allowance

Total Contract 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 #001	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	$	-	
Total Contract Amount with Adjustments												$	**50,000.00**	

	Total	$	**297,003.97** 1.37%

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Wawona MS Admin Bldg Health Suite MOD
5500 North Maroa Avenue
Fresno, CA 93704

CHANGE ORDER No. :	001
DSA File No. :	10-48
Application No. :	02-121722

CONTRACTOR :
CMW Builders, Inc
PO Box 613
Hilmar, CA 95324

DESIGNER'S PROJECT No. :	5597.1HS
FUSD BID/CONTRACT No. :	26-28
CONTRACTOR P.O. No. :	26015335

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	$	302,800.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	302,800.00
The Contract Sum will be adjusted by	$	9,893.86
The new Contract Sum, including this Change Order will be	$	312,693.86
The Contract Completion date prior to this Change Order was		31-May-26
The Contract Time will be adjusted by		(40) Calendar Days
The new Contract Completion date, including this Change Order is therefore		10-Jul-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:

Integrated Designs
6011 N. Fresno St. #130
Fresno, CA 93710
ARCHITECT/ENGINEER:

By: Curtis Flynn
Date: 07-15-26

Accepted by:

CMW Builders, Inc.
PO Box 613
Hilmar, CA 95324
CONTRACTOR:

By: Clint Wood
Date: 7.17.26

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
OWNER:

By: Alex Belanger | Asst. Sup.
Date: 7/29/26

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to remove and relocate one thermostat away from exterior door.

REASON FOR CHANGE:
TRelocate existing thermostat located adjacent to an exterior door to interior location to increase efficiency.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFQ #01

Amount of this Change Order Item:	**Increase $**	**913.74**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to remove and replace the gyp. board damaged during demolition and add backing for the new upper cabinets.

REASON FOR CHANGE:
In the course of construction, it was found that the tackboard was fully glued and not able to be removedwithout damaging the drywall beneath. It was necessary to replace the damaged drywall.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP #02
PCO #01

Amount of this Change Order Item:	**Increase $**	**3,017.10**
Time adjustment by this Change Order Item:	**Increase**	2 Days

Item 1-3

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to level the concrete floor to accept sheet vinyl.

REASON FOR CHANGE:
The modular building floor was not flat enough at the mod lines for a quality sheet vinyl floor.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

Fresno Unified School District

CHANGE ORDER

DOCUMENT REFERENCE:
RFI #14
PCO #03

Amount of this Change Order Item:	**Increase $**	**1,149.01**
Time adjustment by this Change Order Item:	**Increase**	3 Days

Item 1-4

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to remove and replace 2 ceiling registers.

REASON FOR CHANGE:
The ceiling register was too close to the fire alarm device. It was necessary to revise the register size.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI #15
PCO #04

Amount of this Change Order Item:	**Increase $**	**791.09**
Time adjustment by this Change Order Item:	**Increase**	5 Days

Item 1-5

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to to furnish casework locks to the Health Suite cabinets and drawers.

REASON FOR CHANGE:
Casework locks were not included in the Health Suite plans.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #04
PCO #05.01

Amount of this Change Order Item:	**Increase $**	**4,022.92**
Time adjustment by this Change Order Item:	**Increase**	30 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**9,893.86**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**40 Days**

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: WAWONA MIDDLE SCHOOL ADMINISTRATION BUILDING HEALTH SUITE MODERNIZATION
DSA #: 02-1217322 INC:
BID #: 26-28

Date: 7/29/26
Contractor: CMW Builders, Inc.
Architect: Integrated Designs by SOMAM, Inc.
Change Order: 1

Contract Summary:

Bid Award Amount(s)	
Base Bid #01:	$ 252,800.00
	$ -
Allowance:	$ 50,000.00
Total Agreement Amount:	**$ 302,800.00**

Contract Adjustments: Base Bid #01

Total Contract Amount $ 302,800.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ 913.74		$ -		$ 4,166.11		$ 4,814.01		$ -		$ 9,893.86			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	$ 913.74	0.3%	$ -	0.0%	$ 4,166.11	1.4%	$ 4,814.01	1.6%	$ -	0.0%	$ 9,893.86		$ 9,893.86	3.27%
Total Contract Amount with Adjustments													$ 312,693.86	

Contract Adjustments: Allowance

Total Contract 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 #001	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -		$ -	
Total Contract Amount with Adjustments													$ 50,000.00	

	Total	$ 312,693.86	3.27%

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Baird MS Health Suite
5500 North Maroa Avenue
Fresno, CA 93704

CHANGE ORDER No. :	001
DSA File No. :	10-48
Application No. :	02-121720

CONTRACTOR :
CMW Builders, Inc.
PO Box 613
Hilmar, CA 95324

DESIGNER'S PROJECT No. :	5597.1HS
FUSD BID/CONTRACT No. :	26-29
CONTRACTOR P.O. No. :	26012416

Change Order not valid until signed by Designer, Contractor and District. The Contract Is Amended as follows:

The original Contract Sum was	$	318,000.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	318,000.00
The Contract Sum will be adjusted by	$	9,893.86
The new Contract Sum, including this Change Order will be	$	327,893.86
The Contract Completion date prior to this Change Order was		31-May-26
The Contract Time will be adjusted by		(40) Calendar Days
The new Contract Completion date, including this Change Order is therefore		10-Jul-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:***
Integrated Designs 6011 N. Fresno St. #130 Fresno, CA 93710	CMW Builders, Inc. PO Box 613 Hilmar, CA 95324	**Fresno Unified School District** 4600 N. Brawley Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Curtis Flynn	By: Clint Wood	By: Alex Belanger | Asst. Sup.
Date: 07-15-26	Date: 7.17.26	Date: 7/29/2026

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to remove and relocate one thermostat away from exterior door.

REASON FOR CHANGE:
Relocate existing thermostat located adjacent to an exterior door to interior location to increase efficiency.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFQ #01

Amount of this Change Order Item:	**Increase $**	**913.74**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to remove and replace the gyp. board damaged during demolition and add backing for the new upper cabinets.

REASON FOR CHANGE:
In the course of construction, it was found that the tackboard was fully glued and not able to be removed without damaging the drywall beneath. It was necessary to replace the damaged drywall.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP #01
PCO #01

Amount of this Change Order Item:	**Increase $**	**3,017.10**
Time adjustment by this Change Order Item:	**Increase**	2 Days

Item 1-3

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to level the concrete floor to accept sheet vinyl.

REASON FOR CHANGE:
The modular building floor was not flat enough at the mod lines for a quality sheet vinyl floor.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

Fresno Unified School District

CHANGE ORDER

DOCUMENT REFERENCE:
PCO # 03

Amount of this Change Order Item:	**Increase $**	**1,149.01**
Time adjustment by this Change Order Item:	**Increase**	3 Days

Item 1-4

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to remove and replace 2 ceiling registers.

REASON FOR CHANGE:
The ceiling resister was to close to the fire alarm device. It was necessary to revise the register diameter.

CHANGE CATEGORY:
Designer E & O

DOCUMENT REFERENCE:
RFI #20
PCO #04

Amount of this Change Order Item:	**Increase $**	**791.09**
Time adjustment by this Change Order Item:	**Increase**	5 Days

Item 1-5

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to furnish casework locks to the Health Suite cabinets and drawers.

REASON FOR CHANGE:
Casework locks were not included in the Health Suite plans.

CHANGE CATEGORY:
Designer E & O

DOCUMENT REFERENCE:
OTP #05
PCO #06.01

Amount of this Change Order Item:	**Increase $**	**4,022.92**
Time adjustment by this Change Order Item:	**Increase**	30 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**9,893.86**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**40 Days**

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: BAIRD MIDDLE SCHOOL ADMINISTRATION BUILDING HEALTH SUITE MODERNIZATION
DSA #: 02-121720 INC:
BID #: 26-29

Date: 7/29/26
Contractor: CMW Builders, Inc.
Architect: Integrated Designs by SOMAM, Inc.
Change Order: 1

Contract Summary:

Bid Award Amount(s)	
Base Bid #01:	$ 268,000.00
	$ -
Allowance:	$ 50,000.00
Total Agreement Amount:	**$ 318,000.00**

Contract Adjustments: Base Bid #01

Total Contract Amount $ 318,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	$ 913.74		$ -		$ 4,166.11		$ 4,814.01		$ -		$ 9,893.86		
	$ -		$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
Totals:	$ 913.74	0.3%	$ -	0.0%	$ 4,166.11	1.3%	$ 4,814.01	1.5%	$ -	0.0%	$ 9,893.86	$ 9,893.86	3.11%
Total Contract Amount with Adjustments												$ 327,893.86	

Contract Adjustments: Allowance

Total Contract 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 #001	$ -		$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
Totals:	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	0.0%	$ -	$ -	
Total Contract Amount with Adjustments												$ 50,000.00	

	Total	$ 327,893.86	3.11%

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 23, 2026

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify the Filing of Notices of Completion

ITEM DESCRIPTION: Included in the Board materials are Notices of Completion for projects which have been completed according to plans and specifications. The project is as follows:

Bid 24-35, Roosevelt High School Administration Building, Library, West Hall, and Theater Modernization

For Information Only	
Original contract amount:	$ 17,837,000
Change Order(s) previously ratified:	$ 1,646,580
Contract amount:	$ 19,483,580

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 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

2026-0080508
FRESNO County Recorder
Paul Dictos, CPA
Friday, Aug 14, 2026 02:48:24 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 10, 2026**
   The work done was **Administration Building, Library, West Hall, and Theater Modernization, Bid No. 24-35.**
   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:
   SOLPAC Construction, Inc. dba Soltek Pacific Construction Company 2424 Congress Street, San Diego, CA 92110
   (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE")
   February 8, 2024
   (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:

   Roosevelt High School 4250 E. Tulare St., Fresno, CA 93702 DSA No.: 02-120777

Date: **August 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 August 14, 2026 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District