BOARD AGENDA - OCTOBER 28, 2026
*4:30 P.M. (CLOSED SESSION) *5:15 P.M. (OPEN SESSION)
BOARD OF EDUCATION, REGULAR MEETING

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

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

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

***4:30 P.M.**

PLEDGE OF ALLEGIANCE

Deputy Superintendent, Ben A. Drati, Ed.D., will lead the Pledge of Allegiance.

OPPORTUNITY FOR PUBLIC COMMENT ON CLOSED SESSION AGENDA

RECEIVE INFORMATION AND REPORTS (See Section A)

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).
5. Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9 (d) (1)).
    a. Labor Grievance of C. Valdivia/FTA (Wage Overpayment Dispute)
6. Conference with Legal Counsel - Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9 (d) (2)).
    a. Receipt of a Claim Pursuant to the Government Claims Act
        i. Claim GL26-0320-18880

***5:15 P.M., RECONVENE and Report Action Taken during Closed Session**

Page

A. RECEIVE INFORMATION & REPORTS

1. RECEIVE Proposed Revisions for One Board Policy and Two Board Bylaws 8

RECEIVE Proposed Revisions for One Board Policy and Two Board Bylaws.docx

RECEIVE Proposed Revisions for One Board Policy and Two Board Bylaws.pdf

Included in the Board material are proposed revisions for one Board Policy and Two Board Bylaws. These revisions are in alignment with Student Outcomes Focused Governance and best practices and will be brought back for approval at a future Board meeting. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone (559) 457-3838.

B. CONFERENCE & DISCUSSION AGENDA

1. *5:20 P.M. 19

DISCUSS and ACCEPT the October 28, 2026, Student Outcomes Monitoring Report

DISCUSS and ACCEPT the October 28, 2026, Student Outcomes Monitoring Report.docx

DISCUSS and ACCEPT the October 28, 2026, Student Outcomes Monitoring Report.pdf

Included in the Board materials is the October 28, 2026, Student Outcomes Monitoring Report. The report includes the Literacy Intervention Goal, Early Literacy Interim Goal 1, and Early Literacy Interim Goal 2, College and Career Readiness Interim Goal 1, and Community Engagement Interim Goal 2 which is Community Engagement Intro Goal 1, previously listed as 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. *6:20 P.M. 47

PRESENT and DISCUSS 2025/26 Student Achievement Data

PRESENT and DISCUSS 2025/26 Student Achievement Data.docx

PRESENT and Discuss 2025/26 Student Achievement Data.pdf

Included in the Board material is a presentation of the district's most recent student achievement data which includes current and historical data from both the English Language Arts and Mather Smarter Balanced Summative Assessments. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone (559) 457-3838.

3. *7:05 P.M. 73

HOLD a Public Hearing in the Matter of the Carter G. Woodson Public Charter School Renewal Petition

HOLD a Public Hearing in the Matter of the Carter G. Woodson Public Charter School Renewal Petition .docx

HOLD a Public Hearing in the Matter of the Carter G. Woodson Public Charter

School Renewal Petition.pdf

Included in the Board material is a copy of the Carter G. Woodson Public Charter School Renewal Petition. The renewal petition was submitted to Fresno Unified School District on September 10, 2026. The first public hearing on the renewal petition will be held October 28, 2026, with Board action on the renewal petition scheduled November 18, 2026. Fiscal impact: The estimated fiscal impact of the renewal to Fresno Unified School District is $3.5M in 2027/28, $3.6M in 2028/29, $3.8M in 2029/30, and $4.0M in 2030/31. 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 96

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 October 14, 2026. The Superintendent **recommends adoption**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

2. ADOPT Resolution No. 27-20, Delegating to Designated District Officers the Authority to Perform the Governing Board's Claims-Handling Functions 97

ADOPT Resolution No. 27-20, Delegating to Designated District Officers the Authority to Perform the Governing Board's Claims-Handling Functions.docx

ADOPT Resolution 27-20, Delegating to Designated District Officers the Authority to Perform the Governing Board's Claims-Handling Functions.pdf

Included in the Board material is Resolution No. 27-20 presented for adoption delegating to designated district officers the authority to perform the governing Board's claims-handling functions under the Government Claims Act (Government Code 935.4) and confirming prior claims-handling actions. The Superintendent **recommends adoption**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone (559) 457-6226.

3. APPROVE Personnel List 100

APPROVE Personnel List.docx APPROVE Personnel List.pdf

Included in the Board material is the personnel List, Appendix A, as submitted. The Superintendent **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone (559) 457-3713.

4. APPROVE Meeting Minutes 103

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 October 14, 2026. The Superintendent **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Superintendent Her, telephone (559) 457-3884.

5. ADOPT Provisional Internship Permits 115

ADOPT Provisional Internship Permits.docx

Included in the Board material are Provisional Internship Permit (PIP) recommendations to rehire or hire upon Board adoption. The Superintendent **recommends adoption**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone (559) 457-3713.

6. APPROVE 2026/27 Classified Y-Rated Salary Schedule 116

APPROVE 2026/27 Classified Y-Rated Salary Schedule.docx

APPROVE 2026/27 Classified Y-Rated Salary Schedule.pdf

Included in the Board material is the 2026/27 Classified Y-Rated Salary Schedule. The Superintendent **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone (559) 457-3713.

7. APPROVE Supplemental Retiree Contract for Amanda A. Speir 118

APPROVE Supplemental Retiree Contract for Amanda A. Speir.docx

APPROVE Supplemental Retiree Contract for Amanda A. Speir.pdf

Included in the Board material is a Certificated Retiree Contract between Fresno Unified School District and Amanda A. Speir. Ms. Speir will provide academic support and tutoring services on a part-time basis (.4375 Full-Time Equivalency) at Columbia Elementary to identified students in first through sixth grade. The Superintendent **recommends approval**. Sufficient funds in the estimated amount of $33,569 are available in the Equity Multiplier budget. Contact Person: Carlos Castillo, Ed.D., telephone: (559) 457-3750.

8. APPROVE Proposed Revisions for Board Policies 120

APPROVE Proposed Revisions for Board Policies.docx

APPROVE Proposed Revisions for Board Policies.pdf

Included in the Board material are proposed revisions to seven Board Policies. These revisions are in alignment with Student Outcomes Focused Governance and best practices. The Board President **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone (559) 457-3838.

9. APPROVE Use of Individual Piggyback Contracts in 2026/27 141

APPROVE Use of Individual Piggyback Contracts in 2026/27.docx

APPROVE Use of Individual Piggyback Contracts in 2026/2027.pdf

Included in the Board material and recommended for approval is a list of two piggyback contract for use during 2026/27 for efficient and cost-effective procurement. This is in addition to the piggyback contracts approved by the Board previously, to allow for expedited purchases related to paper goods and packaging supplies, canned and dry food items, cafeteria small wares and disposable products used in providing student meals. Use of piggyback contracts is allowed under Public Contract Codes 10299 and 20118 and is a procurement best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency. The Superintendent **recommends approval.** Fiscal impact: estimated annual expenditures for each piggyback contract (if utilized) are indicated on the backup material; funding will be determined on a project-by-project basis. Contact person: Paul Idsvoog, telephone (559) 457-3134.

10. APPROVE Agreements with Four Outdoor Education Camps 143

APPROVE Agreements with Four Outdoor Education Camps.docx

APPROVE Agreements with Four Outdoor Education Camps.pdf

Included in the Board material are agreements with four outdoor education camps as follows: Camp Oakhurst, Calvin Crest, Green Meadows (Merced County Office of Education), and Mission Springs Camp. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the estimated amount of $595,000 are available in the Student Engagement budget. Contact person: Deputy Superintendent, Ben A. Drati, Ed.D., telephone (559) 457-3723.

11. RATIFY Agreements with Two Outdoor Education Camps 200

RATIFY Agreements with Two Outdoor Education Camps.docx

RATIFY Agreements with Two Outdoor Education Camps.pdf

Included in the Board material are two agreements to outdoor education camps, Sierra Outdoor School (Clovis Unified School District) and Wonder Valley. The Superintendent **recommends ratification**. Fiscal impact: Sufficient funds in the estimated amount of $1,000,000. are available in the Student Engagement budget. Contact person: Deputy Superintendent Ben A. Drati, Ed.D., telephone (559) 457-3723.

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

D. ADJOURNMENT

NEXT SCHEDULED REGULAR MEETING: NOVEMBER 04, 2026

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 28, 2026

ACTION REQUESTED: RECEIVE

TITLE AND SUBJECT: Receive Proposed Revisions for Board Policy and Bylaws

ITEM DESCRIPTION: Included in the Board material are proposed revisions for one Board Policy (BP) and two Board Bylaws (BB) as follows:

1. BP 5142.11 Student Death, Bereavement, and Memorial Response (NEW)
2. BB 9200 Limits of Board Member Authority
3. BB 9220 Governing Board Elections

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

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

PREPARED BY: Teresa Plascencia, Executive Director

DIVISION: Constituent Services

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor, Chief of Staff



COLOR CODES FOR THE REVISION OF BOARD POLICIES/ADMINISTRATIVE REGULATIONS

YELLOW HIGHLIGHT: CSBA Recommended Language

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

PEACH FONT: Subcommittee Recommendation

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

GRAY HIGHLIGHT: New FUSD Policy CSBA Recommended Language

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

GREEN FONT: Legal Mandate/Legal Reference Change

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

BLUE FONT: Clarification or Readability

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

PURPLE FONT: Information Change

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

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

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

DRAFT

Fresno Unified Board Policy 5142.11
Student Death, Bereavement, and Memorial Response

The Governing Board recognizes significant impact that the death of a student may have on a student's family, classmates, staff, and school community. The district will respond with compassion, dignity, cultural sensitivity, consistency, and respect for the privacy and wishes of the student's family.

The Superintendent or designee shall establish procedures for responding to the death of a currently enrolled student. Such procedures will provide for:

- appropriate communication with the student's family and school community while protecting confidential information;
- counseling, grief, mental-health, and other appropriate supports for affected students and staff;
- coordination with appropriate District personnel and outside agencies when necessary;
- respectful consideration of memorials, remembrances, and academic recognition; and
- appropriate handling of student records, personal belongings, and related District systems

District communications shall be factual, compassionate, and limited to verified information, while respecting student and family privacy in accordance with law.

School sponsored memorials and or remembrances shall be voluntary, appropriate, and respectful of the family's wishes. Permanent memorials on District property will be considered in accordance with Board Policy 7310 – Naming/Renaming of Facility.

Participation in funeral or memorial activities shall be voluntary, and related student absences shall be excused in accordance with law. (Education Code 48205)

Student records shall be maintained, accessed, and disposed of in accordance with applicable law and District procedures. (Education Code 49062)

When a student dies under District care or supervision, the Superintendent shall initiate an independent investigation of the circumstances surrounding the death and District's response. The investigator shall report findings and recommendations directly to the Board, including any measures necessary to strengthen student safety and District practices. The report shall be presented to the Board in closed session when authorized by law. (Government Code 54950, 54956.9 and 54957)

The Board may vote to authorize the release of a summary of the investigative report, to the extent permitted by law. Any disclosure shall protect confidential, privileged, and otherwise legally protected information. (Education Code 35146, 48912, 49070; Government Code 54957.1, 54961, 54963)

Confidential information **means any information prohibited from disclosure by law, Board bylaw or policy, or Board action, and not subject to disclosure under the California Public Records Act (CPRA). Confidential information includes, but is not limited to, information acquired in closed session that is specifically related to the basis for the Board's closed session. (Government Code 54963)**

(cf. 1100 – Communication with the Public)
(cf. 9000 – Role of the Board
(cf. 9005 – Governance Standards)
(cf. 9010 – Public Statements)
(cf. 9321 – Closed Session)
(cf. 9011 – Disclosure of Confidential/Privileged Information)

The Superintendent or designee shall develop administrative regulations or procedures necessary to implement this policy.

Legal Reference:
EDUCATION CODE
35010 Control of district; prescription and enforcement of rules
35145 Public Meetings
35146 Closed sessions regarding suspensions
44929.21 Notice of reelection decision; districts with 250 ADA or more
48912 Governing board suspension
48918 Rules governing expulsion procedures
49070 Challenging student records
60617 Meetings of governing board
EVIDENCE CODE
1040 Privilege for official information
GOVERNMENT CODE
1098 Disclosure of confidential information
3540-3549.3 Educational Employment Relations Act
54950-54963 The Ralph M. Brown Act
54956.8 Open meeting laws
54956.9 Closed meeting for pending litigation
54957 Complaints against employee's: right to open session
54957.1 Subsequent public report and rollcall vote; employee matters in closed session
54957.5 Public records
54957.6 Closed session; representatives with employee organization
54957.7 Reasons for closed session
54963 Unauthorized disclosure of confidential information
7900.000-7930.170 California Public Records Act
FEDERAL
20USC 1232g Family Education Rights and Privacy Act (FERPA) of 1974
COURT DECISIONS
Fowler v. City of Lafayette (2020) 45 Cal.App.5th 68
Bell v. Vista Unified School District, (2001) 82 Cal.App. 4th 672
Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87
Furtado v. Sierra Community College District, (1998) 68 Cal. App. 4th 876
Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107 Cal.App.4th 860
Roberts v. City of Palmdale, (1993) 5 Cal.App.4th 363
Sacramento Newspaper Guild v. Sacramento County Board of Supervisors (1968) 263 Cal.App.2d 41
San Diego Union v. City Council, (1983) 146 Cal.App.3d 947
ATTORNEY GENERAL OPINIONS
98 Ops.Cal.Atty.Gen. 41 (2015)
89 Ops.Cal.Atty.Gen. 110 (2006)
59 Ops.Cal.Atty.Gen. 532 (1976)
78 Ops.Cal.Atty.Gen. 218 (1995)
86 Ops.Cal.Atty.Gen. 210 (2003)
94 Ops.Cal.Atty.Gen. 82 (2011)
80 Ops.Cal.Atty.Gen. 231 (1997)

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: _____, 2026 Fresno, California

Policy Section: 5000 Students

DRAFT

Fresno Unified Board Bylaw (BB) 9200
Limits Of Board Member Authority

The Governing Board recognizes that the Board is the unit of authority over the district and focused on overseeing improving student outcomes based on its approved Goals and Guardrails. The Superintendent and their leadership team are charged with executing the activities needed to meet the Goals and follow the Guardrails. Unless agreed to by the Board as a whole, an individual Board member possesses no authority to direct staff, represent the Board or the district, or exercise administrative responsibility with respect to the schools. ~~As such, it is understood that a Board member has no individual authority.~~ Board members shall hold the education of students, in alignment with its Board adopted student outcomes goals, above any partisan principle, group interest, or personal interest.

(cf. 1160 Political Process)
(cf. 9000 - Role of Board and Members)
(cf. 9005 Governance Standards)
(cf. 9270 Conflict of Interest)
(cf. 9323 Meeting Conduct)

Individually, the Board member may not commit the district to any policy, act or expenditure.

(cf. 9005 Governance Standards)

Unless agreed to by the Board as a whole, individual members of the Board shall not exercise any administrative responsibility with respect to the schools or command the services of any school employee. Individual Board members shall submit requests for information to the Superintendent or designee.

(cf. 1340 - Access to District Records)
(cf. 4112.6/4212.6/4312.6 Personnel Files)
(cf. 9005 Governance Standards)
(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9322 Agenda/Meeting Materials)

Additionally, ~~i~~individual Board members do not have the authority to investigate, resolve, or otherwise actively engage with community members with respect to complaints, personnel or student matters, or legal issues. Any Board member who receives a communication regarding such a topic shall forward the communication to or otherwise inform ~~approached directly by a person with a complaint should refer the complaint to~~ the Superintendent or designee, as appropriate, who shall respond or otherwise follow-up, as needed ~~so that the problem may receive proper consideration and be handled through the appropriate district process~~. The Board member shall not respond substantively to the communication beyond acknowledging receipt and explaining the limits of the Board member's authority. It shall be the responsibility of the Superintendent or Board president to inform the Board or place the topic on a future Board agenda.

(cf. 1312.1 Complaints Concerning District Employees)
(cf. 1312.2 Complaints Concerning Instructional Materials)
(cf. 1312.3 Uniform Complaint Procedures)
(cf. 1312.4 Williams Uniform Complaint Procedures)
(cf. 3320 Claims and Actions Against the District)
(cf. 4031 Complaints Concerning Discrimination in Employment)
(cf. 6159.1 Procedural Safeguards and Complaints for Special Education)

Individual Board members are permitted to engage with community members, including responding to general inquiries or expressions of opinion. Such engagement shall be consistent with Board policies and bylaws such as Board Bylaw 9010 - Public Statements and Board Bylaw 9012 - Board Member Electronic Communications, and may not purport to represent the position of the Board.

Requests for information by an individual Board member shall be submitted to the Superintendent.

A Board member may observe and/or volunteer in a school or classroom, including in the school or classroom in which the Board member's child is enrolled, in accordance with Board Policy/Administrative Regulation

1240—Volunteer Assistance and Board Policy/Administrative Regulation 5020 - Parent Rights and Responsibilities. Additionally, a ~~A~~ Board member ~~whose child is attending a district school should~~ who is present on district property or at district programs or activities is expected to be aware of the ~~their~~ role and limits on authority as a Board member ~~when interacting with district employees about their child~~.

(cf. 1240 Volunteer Assistance)
(cf. 5020 Parent Rights and Responsibilities)
(cf. 6020 Parent Involvement)

A Board member who chooses to observe or volunteer shall do so in a manner that does not disrupt school operations. Any questions or concerns regarding operational or personnel matters shall be directed to the Superintendent or designee. Any questions or concerns specific to the Board member's child may be directed to appropriate site staff. If a question or concern is both specific to the Board member's child and involves operational or personnel matters, the Board member shall collaborate with the Superintendent or designee to determine whether the Board member shall direct the question or concern to site staff or whether the responsibility to investigate or resolve the question or concern, if necessary, lies with the Superintendent or designee.

The Superintendent or designee shall provide a copy of the state's open meeting laws (Brown Act) to each Board member and to anyone who is elected to the Board but has not yet assumed office.

Board members and persons elected to the Board who have not yet assumed office are responsible for complying with the requirements of the Brown Act. (Government Code 54952.1)

Legal Reference:
EDUCATION CODE
200-2806~~2.4~~ Prohibition of discrimination
7054 Use of district property~~;~~ campaign purposes
35010 Control of district; prescription and enforcement of rules
35100-35351 Governing boards~~, especially:~~
35160-3517~~8.4~~84 Powers and duties
35291 Rules prescribed by governing board
35292 Board member ~~V~~visits to schools ~~(Board members)~~
51101 Rights of parents/guardians
GOVERNMENT CODE
54950-5496~~32~~ The Ralph M. Brown Act~~, especially:~~
54952.1 Member of a legislative body of a local agency
54952.7 Copies of chapter to members of legislative body

Management Resources:
CSBA PUBLICATIONS
CSBA Professional Governance Standards, 2~~000~~
~~Maximizing School Board Leadership: Boardsmanship, 1996~~
WEB SITES
CSBA: http://www.csba.org

Bylaw FRESNO UNIFIED SCHOOL DISTRICT
adopted: September 26, 1991 Fresno, California
revised: August 25, 1994
reviewed: January 12, 2000
reviewed: October 5, 2004
revised: June 18, 2008
revised: June 3, 2026
revised: ____, 2026

Policy Section: 9000 Board Bylaws

DRAFT

Fresno Unified Board Bylaw (BB) 9220
Governing Board Elections

Board Member Qualifications

Any person is eligible to be a member of the Governing Board, without further qualifications, if the person is: 18 years of age or older; a citizen of California; a resident of the school district or, if applicable, the trustee area; a registered voter, and not legally disqualified from holding civil office, and resides in designated trustee areas. **(Education Code 35107)**

A person is not eligible to be a member of the Board if they have been convicted of an offense(s) as specified in law and the accompanying Exhibit, except when the person has been granted a pardon in accordance with law. A district employee duly elected to the Board shall resign from district employment, or shall otherwise cease being a district employee, before being sworn in. If a district employee duly elected to the Board is sworn in and remains a district employee, then the employment **of the employee** shall automatically terminate upon being sworn into office. (Education Code 35107)

Additionally, a person duly appointed or elected to the Board who holds an incompatible office at the time the Board member is sworn in to office as a Board member may not continue to serve in the incompatible office, and shall be deemed to have forfeited the incompatible office in accordance with Government Code 1099.

(cf. 9224 – Oath of Affirmation)
(cf. 9270 – Conflict of Interest)

The Board encourages all candidates to become knowledgeable about the role of board members, with a particular emphasis on its Student Outcomes Focused Governance (SOFG) model and Board adopted Goals and Guardrails. As such, the Superintendent or designee shall hold a SOFG training during each election cycle, with a formal invitation made to all filed candidates. The Superintendent or designee shall provide all candidates with information that will enable them to understand the responsibilities and expectations of being a Board member, including information regarding available workshops, seminars, and/or training. The Superintendent or designee shall provide, upon request, all candidates with the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

A candidate's residence address, telephone number, and email address recorded with the applicable county election official shall be kept confidential in accordance with state law. (Elections Code 2166.9)

(cf. 9230 - Orientation)
(cf. 9240 - Board Training)

Recalling a Board Member

A Board member may be recalled as permitted by Elections Code 11000-11386. To commence a recall of a Board member, proponents shall serve, file, and publish or post a notice of intention to circulate the recall petition as specified as specified by law and any applicable county elections official directives. Additionally, the recall petition shall be in the format provided by the Secretary of State and include, among other things, an estimate of the cost of conducting the special election, as determined by the county elections official, in consultation with the district.

Within 14 days after the regular meeting at which the Board receives a certificate of sufficiency of signatures on a recall petition from a county elections official, the Board shall order an election to be held to determine whether the Board member named in the petition shall be recalled. The election shall be held not less than 88, nor more than 125, days after the date that the Board orders the election.

However, the election may be conducted within 180 days after the issuance of the Board's order to consolidate the election with a regularly scheduled election. (Elections Code 11240-11242)

A recall election of a Board member shall be conducted in accordance with Elections Code 11381-11386.

If a recall of a Board member is successful, that Board member's seat becomes vacant and shall be filled in accordance with Education Code 5090-95 and Board Bylaw 9223 - Filling Vacancies.

However, a recalled Board member may not be appointed to the seat that was vacated by the recall. (Elections Code 11382)

Consolidation of Elections

The Board may consolidate Board elections with the local municipal or statewide primary or general election in accordance with Elections Code 1302.

Additionally, if a regularly scheduled Board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the Board shall take action to consolidate Board elections with statewide elections in accordance with Elections Code 14051-14052.

In order to consolidate elections, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code 10404.5)

Whenever a regularly scheduled Board election is changed due to consolidation of elections, the terms of office of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

(cf. 9110 - Terms of Office)

Elections Process and Procedures

For each election, upon **receipt of the certified statement of the results of the election from the applicable county elections officials,** ~~certification by the County Board of Supervisors,~~ the Board shall declare **which individuals have** ~~who has~~ been elected to the Board in accordance with law. (Election Code **15372,** 15400)

A Board member whose term has expired shall continue to discharge the duties of the office until a successor has qualified by taking the oath of office. (Government Code 1302, 1360)

Each Board member shall reside in the trustee area they represent and shall be elected by voters residing within that trustee area. Trustee areas shall be balanced by population as required by state and federal law.

Following each decennial federal census the Board shall adjust the boundaries of the district's trustee areas in accordance with Elections Code 2110-21180. (Education Code 5019.5)

The election method or trustee-area boundaries in effect at the beginning of a Board member's term shall be used when any vacancy that occurs during that term is to be filled, even if, during the term, the district has adopted "by-trustee area" election method or trustee area boundaries have been adjusted.

Campaign Conduct

All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign donations, funding, and expenditures.

A Board **candidate** ~~member~~ shall not expend~~, and a candidate shall not~~ **or** accept~~,~~ any public money for the purpose of seeking elective office. However, the district may establish a dedicated fund for those seeking election to the Board, provided that the funds are available to all candidates who are qualified pursuant to Education Code 35107 without regard to incumbency or political preference. (Government Code 85300)

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

(cf. 0410 – Nondiscrimination in District Programs and Activities)
(cf. 9005 – Governance Standards)

Student Safeguards

Students shall not be solicited, recruited, or otherwise engaged in any campaign activities, including school board trustee campaigns, on district property or during school sponsored programs. District staff shall not direct, encourage, or permit students to participate in campaign activities during instructional time or in connection with school sponsored activities. This does not prohibit objective, nonpartisan instruction on the electoral process nor shall ~~or~~ limit students' rights to engage in political activities on their own personal time, and outside district property consistent with law. Students retain the right to participate freely in political involvement outside of school hours.

The posting or distribution of political campaign materials on district property is prohibited. Additionally, the use of district resources, including mail systems, email systems, or staff mailboxes to distribute political campaign materials is prohibited.

(cf. 1160 Political Processes)
(cf. 4119.25 Political Activities of Employees)
(cf. 6142.3 -Civic Education)
(cf. 9220- Governing Board Elections)

Statement of Qualifications

Candidates for the Board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. (Elections Code 13307)

The district shall assume no part of the cost of printing, handling, translating, mailing, or electronically distributing candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the hard copy and/or electronic voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

On the 125th day prior to the day fixed for the general district election, the Board secretary or designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the **applicable** ~~general~~ election and which offices, if any, are for the balance of an unexpired term
2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

(cf. 9223 – Filling Vacancies)

The district shall assume no part of the cost of printing, handling, translating, mailing, or electronically distributing candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

Tie Votes in Board Member Elections

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot (i.e. by a coin toss, random drawing). (Education Code 5016)

Legal Reference:
EDUCATION CODE
1006 Prohibition against school district employees serving on county board of education
5000-5033 Election of school district board members
5220-5231 Elections
5300-5304 General provisions; conduct of elections
5320-5329 Order and call of elections
5340-5345 Consolidation of elections
5360-5363 Election notice
5380 Compensation; election officer
5390 Qualifications of voters
5090-5095 Vacancies
5091 Vacancies; petitions for special election
5420-5426 Cost of elections
5440-5442 Miscellaneous provisions
7054 Use of district property; campaign purposes
35107 School district employees
35177 Campaign expenditures or contributions
35239 Compensation of governing board member of districts with less than 70 ADA
ELECTIONS CODE
20 Public office eligibility
1021 Conviction of crime
1302 Local elections, school district election
1097 Illegal participation in public contract
2201 Grounds for cancellation
4000-4008 Elections conducted wholly by mail
10010 District boundaries
11000 Recall of officers
10400-10418 Consolidation of elections
10509 Notice of election by secretary
10600-10604 School district elections
~~12940 Unlawful discriminatory employment practices~~
13307 Candidate's statement
13308 Candidate's statement contents
13309 Candidate's statement, indigence
14025-14032 California Voting Rights Act
14050-14057 California Voter Participation Rights Act
15307 Timeline to county ballots and release ballot count
15370-15377 Ballot security and reporting of results
15400-15402 Announcement of election results
18501 Election fraud
20440 Code of Fair Campaign Practices
21100-21180 FAIR MAPS Act
GOVERNMENT CODE
9055 Committing crimes against legislative **power**
9412 Refusing to appear
1021 Conviction of crime
1097 Illegal participation in public contract
1770 Vacancy of office
12940 Unlawful discriminatory Employment practices
81000-91014 Political Reform Act
PENAL CODE
67 Giving bribes
68 Receiving Bribes
74 Acceptance of gratuity
88 Crimes against legislative power
98 Crimes against public justice
165 Bribes to members of city council
424 Embezzlement and falsification of accounts by public officers
661 Removal for neglect or violation of official duty
2772 Interfering with the work of prisoners
2790 Interrupting the work of prisoners
CALIFORNIA CONSTITUTION
Article 2, Section 2 Voters, qualifications
Article 7, Section 7 Conflicting offices

Article 7, Section 8 Disqualification from office
UNITED STATES CODE, TITLE 52
10301-10508 Voting Rights Act
COURT DECISIONS
Rey v. Madera Unified School District, (2012) 138 Cal. Rptr.3d 192
Randall v. Sorrell, (2006) 126 S. Ct. 2479
Sanchez v. City of Modesto, (2006) 51 Cal. Rptr.3d 821
Dusch v. Davis, (1967) 387 U.S. 112
ATTORNEY GENERAL OPINIONS
85 Ops.Cal.Atty.Gen.49 (2002)
83 Ops.Cal.Atty.Gen. 181 (2000)
81 Ops.Cal.Atty.Gen. 98 (1998)
69 Ops. Cal. Atty. Gen. 290 (1986)
105 Ops.Cal.Atty.Gen.182 (2022)
109 Ops.Cal.Atty.Gen. 106 (2026)
Management Resources:
WEB SITES
Fair Political Practices Commission: http://www.fppc.ca.gov CA Secretary of State's Office: http://www.ss.ca.gov Management Resources:

Bylaw FRESNO UNIFIED SCHOOL DISTRICT
adopted: September 26, 1991 Fresno, California
revised: January 30, 1997
revised: November 14, 2001
revised: June 1, 2016
revised: May 24, 2023
revised: June 3, 2026
revised: ____, 2026

Policy Section: 9000 Bylaws

BOARD MEETING DATE: October 28, 2026

ACTION REQUESTED: DISCUSS and ACCEPT

TITLE AND SUBJECT: Discuss and Accept the October 28, 2026, Student Outcomes Monitoring Report

ITEM DESCRIPTION: Included in the Board material is the October 28, 2026, Student Outcomes Monitoring Report for the goal and interim goals as follows:

Literacy Intervention Goal: 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.

Early Literacy (Interim Goal 1): From August 2026 to June 2028, the percentage of 1st grade students meeting their i-Ready stretch growth target will increase from the October 2026 baseline to the June 2028 target.

Early Literacy (Interim Goal 2): From August 2026 to June 2028, the percentage of kindergarten students mastering literacy foundational skills, as measured by the updated comprehensive Kindergarten-Foundational Skills Assessment (K-FSA), will increase from the October 2026 baseline to the June 2028 target of 80%.

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

Community Engagement (Interim Goal 2): From June 2025 to June 2026, the percentage of major decisions brought to the Board for approval that impact more than 25% of a targeted group that includes a community engagement plan will increase from 0% to 50%.

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 (Oct 12, 2026 08:38:38 PDT)

Student Outcomes Monitoring Report

October 28, 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

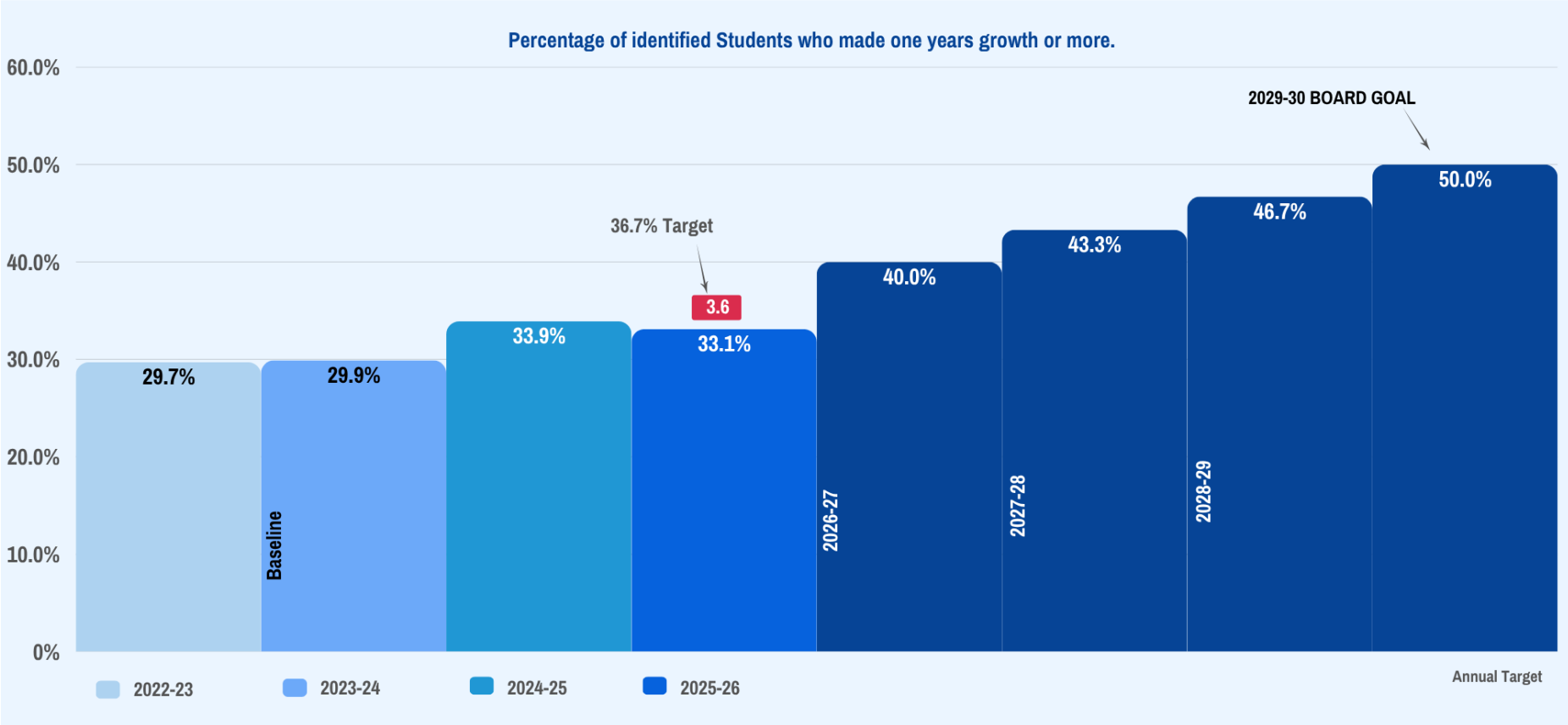
Cov hom phiaj yuav ua tiav yam tsis ua rau kev noj qab haus huv thiab kev noj qab nyob zoo ntawm cov tub ntxhais kawm ntawv thiab cov neeg ua haujlwm puas tsuaj.

Fresno Unified School District
FUTURE

Fresno Unified School District

LITERACY INTERVENTION

Goal: 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.



STATUS: Off Track | On Track

Must grow by 6.9% next year to be on-track.

Data as of Date: 9/10/2026

Literacy Intervention Goal

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	**3rd-8th grade students who are more than one year behind and make more than one year's growth on the English Language Arts Smarter Balanced Summative Assessment (SBAC)**		
Student Group	Number of 3rd-8th Grade Students Tested	Number of 3rd-8th Grade Students Making More than One Year's Growth on SBAC	Percentage of 3rd-8th Grade Students Making More than One Year's Growth on SBAC
All Students	9882	3269	33.1%
African American/Black	880	271	30.8%
English Learners	3110	1023	32.9%
Foster Youth	85	28	32.9%
Homeless	130	44	33.9%
Students with Disabilities • Designated Instructional Services • Resource Program • Special Day Class	*2905* *373* *1524* *1008*	*779* *114* *449* *213*	*26.8%* *30.6%* *29.5%* *21.1%*

Superintendent's Response: Literacy Intervention Goal		
Prior Monitoring Report Actions	**Evidence of Implementation**	**Strategic Plan Actions**
Principal Supervisors facilitated opportunities for principals to share best practices for progress monitoring and differentiated instruction.	• Meeting topics: data analysis and progress monitoring; assessment inventories; district interim assessments guidance documents (middle and high school); monthly board monitoring reports; beginning, middle and end-of-year data and leader action plan protocols.	• CIPL will provide **professional learning** in building reading comprehension through vocabulary and background knowledge and will train and support academic coaches and extended learning coordinators to **assess and monitor** student fluency to accelerate student learning (LI-P1.1). • Sites will implement **coaching cycles** to support implementation of professional learning (LI-P1.4). • CIPL will identify and disseminate **literacy intervention instructional resources** and tools to support calibrated implementation of site level interventions (LI-P1.2). • District departments will build a **student outcomes dashboard** and launch an **intervention screening tool** to implement common progress monitoring (LI-P1.5). • CIPL will meet weekly with site interventionists to build capacity and content knowledge and will facilitate regular collaboration to **create site-based intervention models** (LI-P2.1).
Lead teachers engaged in three content-alike sessions to support Professional Learning Communities (PLCs) to implement cycles of continuous improvement.	• Session topics: leading cycles of continuous improvement through grade-level aligned assessment creation and analysis; facilitating PLC teams to identify a common challenge; and implementing evidence-based instructional strategies.	
District departments provided data, tools and resources to implement effective intervention models during monthly principal meetings.	• Literacy Intervention Goal Team created 3rd-8th grade Literacy Intervention handbook. • Curriculum, Instruction and Professional Learning (CIPL) supported hiring and training of middle school interventionists. • CIPL purchased CORE Reading Sourcebook for 3-6th grade and 7-8th grade English and history teachers to accompany professional learning and coaching. • Analysis, Measurement and Accountability (AMA) created PowerBI to identify literacy intervention students. • School Leadership launched beginning, middle and end of year protocols to track leader actions and impact.	
Expanded Learning Coordinators created opportunities to maximize and monitor learning by the school day.	• Elementary expanded learning coordinators co-designed and launched targeted small-group literacy instruction supports in after school programs. • As of October 2026, nearly 13,000 students have participated, with approximately 60% attending regularly.	

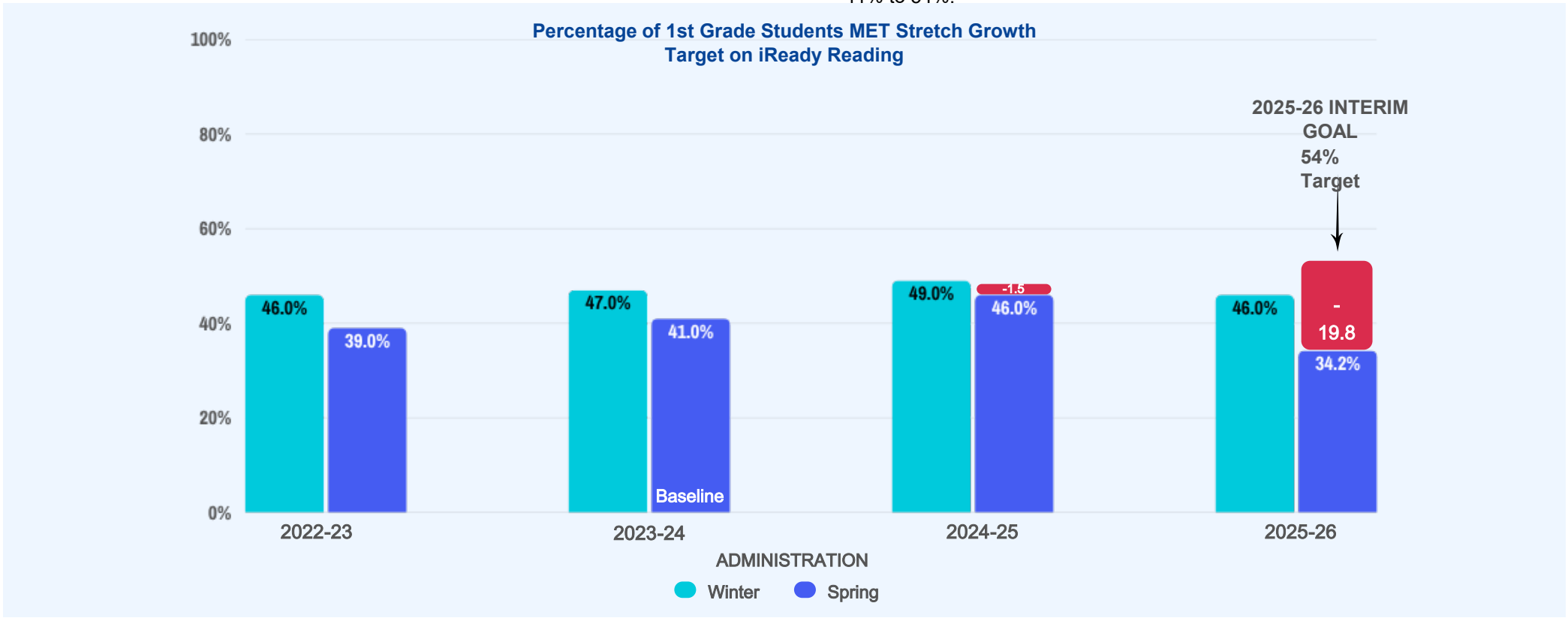
INTERIM GOAL L1

Goal: 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.

Interim Goal: L1

From June 2024 to June 2026, the percentage of 1st grade students who are meeting their stretch growth target as measured by iReady diagnostic assessment will increase from 41% to 54%.



STATUS: NOT Met | Met

Must grow by 6.5% each year to be on-track.

Data Source : SISdbo .vwiReady[Subject]assessmenthistory
Data as of Date : 09/01/2026

Early Literacy Interim Goal 1

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

Equitable Access Guardrail Student Groups	**1st grade students who meet their iReady stretch growth goal**		
Student Group	Number 1st Grade Students Tested	Number of 1st Grade Students Meeting Stretch Growth Goals	Percentage of 3rd-8th 1st Grade Students Meeting Stretch Growth Goals
All Students	4503	1539	34.2%
African American/Black	279	81	29%
English Learners	1019	284	27.9%
Foster Youth	37	14	38.5%
Homeless	48	8	16.7%
Students with Disabilities • Designated Instructional Services • Resource Program • Special Day Class	*679* *372* *148* *159*	*127* *90* *21* *16*	*18.7%* *24.2%* *14.2%* *10.1%*

Superintendent's Response: Early Literacy Interim Goal 1

Prior Monitoring Report Actions	Evidence of Implementation	Strategic Plan Actions
Supervisors of Schools (SOS) engaged site leaders in mid-year data reviews.	• 100% of site leaders engaged in a mid-year data review and identified leader actions to impact student outcomes. Actions included observation and feedback, professional learning and data monitoring.	• CIPL will develop and deliver teacher **professional learning** in foundational skills (Six Step Phonics Lesson) to build capacity and content knowledge (L-P1.1). • Academic coaches will facilitate **coaching cycles** to support implementation of foundational skills professional learning and document evidence of completion in Connect Hub (L-P1.2). • All 1st grade students will be assessed using K-2 reading difficulties screener in November and identified for **intervention and progress monitoring** as appropriate (L-P4.1 and L-P4.4). • 95/198 (48%) 1st grade classrooms districtwide are participating in the Superintendent's Call to Action and receiving **weekly foundational skills student support** from central office management staff. • Instructional Division will convene a Multi Tiered System of Support (MTSS) Design Team to **develop systemwide assurances** for student identification, curriculum, strategies, interventions and progress monitoring.
Principals conducted data chats with first grade teachers to set meaningful stretch growth goals, celebrate growth and plan for differentiated instruction.	• 54/66 sites held individual data chats; 3 sites had leaders absent; 8 sites leveraged existing structures for data discussions (i.e., instructional leadership team, professional learning communities, targeted support team, weekly site leader communication); and 1 site did not execute data chats.	
Curriculum, Instruction and Professional Learning (CIPL) implemented administration of the K-2 reading difficulties screener.	• CIPL facilitated the first districtwide, state-mandated implementation of the K-2 reading difficulties screener between March and May.	
Site leaders and academic coaches facilitated a coaching cycle with first grade teachers.	• 13/32 sites (40%) documented coaching cycles with 1st grade teachers. • Topics included foundational skills, student engagement, small group instruction, and progress monitoring.	

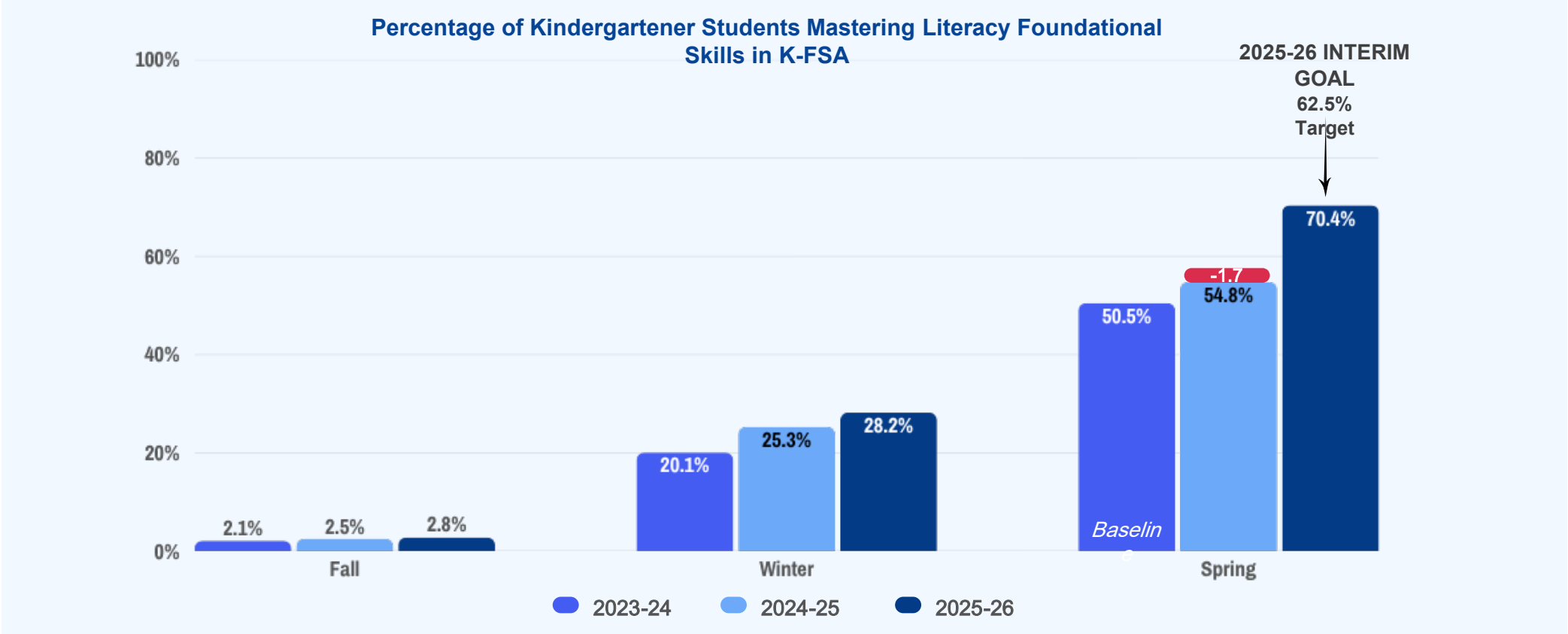
INTERIM GOAL L2

Goal: 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.

Interim Goal: L2

From June 2024 to June 2026, the percentage of Kindergarteners who are mastering literacy foundational skills as measured by an updated comprehensive K-FSA assessment will increase from 50.5% to 62.5%.



STATUS: Not Met **Met**

Must grow by 6.0% each year to be on-track.

Data Source : readata .dbo,tblFSAReportswDemographicsSummary
Data as of Date : 08/31/2026

Early Literacy Interim Goal 2

Early Literacy Goal 2:

Equitable Access Guardrail Student Groups	Kindergarteners who are mastering literacy foundational skills as measured by an updated comprehensive K-FSA assessment		
Student Group	Number of Kindergarten Students Tested	Number of Kindergarten Students Mastering Foundational Skills	Percentage of Kindergarten Students Mastering Foundational Skills
All Students	4364	3074	70.4%
African American/Black	292	180	61.6%
English Learners	883	562	63.6%
Foster Youth	32	19	59.4%
Homeless	55	19	34.5%
Students with Disabilities • Designated Instructional Services • Resource Program • Special Day Class	*616* *371* *125* *120*	*291* *217* *55* *19*	*47.3%* *58.7%* *40.5%* *16.7%*

Prior Monitoring Report Actions	Evidence of Implementation	Strategic Plan Actions
Curriculum Instruction and Professional Learning (CIPL) will facilitate phonemic awareness professional learning for Kindergarten teachers, paraprofessionals and site leaders.	• Kindergarten teachers received professional learning to implement phonemic awareness instructional materials (Heggerty) in October 2026. Site leaders and co-admin were trained in August and September 2026. Paraprofessionals will be trained in spring 2027.	• Sites will implement the newly revised Kindergarten foundational skills assessment and site leaders will receive **professional learning** to build data and assessment literacy (L-P1.1). • CIPL will develop and deliver **professional learning** in foundational skills (Heggerty and Six Step Phonics Lesson) to build capacity and content knowledge (L-P1.1). • Academic coaches will facilitate **coaching cycles** to support implementation of foundational skills professional learning and document evidence of completion in Connect Hub (L-P1.2). • 107/205 (52%) Kindergarten classrooms districtwide are participating in the Superintendent's Call to Action and receiving weekly **foundational skills student support** from central office management staff. • All remaining elementary sites will host one **family literacy night** by December 2026.
Site academic coaches will provide job-embedded coaching cycles with Kindergarten teachers to support application of learning.	• Coaching cycles will commence within 4-6 weeks of completing the Heggerty professional learning and be documented in Connect Hub.	
CIPL will provide supplemental instructional materials to Kindergarten teachers.	• All Kindergarten teachers received supplemental instructional materials to support phonemic awareness instruction (Heggerty) by September 2026.	
Site leaders will facilitate family literacy nights.	• Eighteen elementary sites have hosted a family literacy night.	

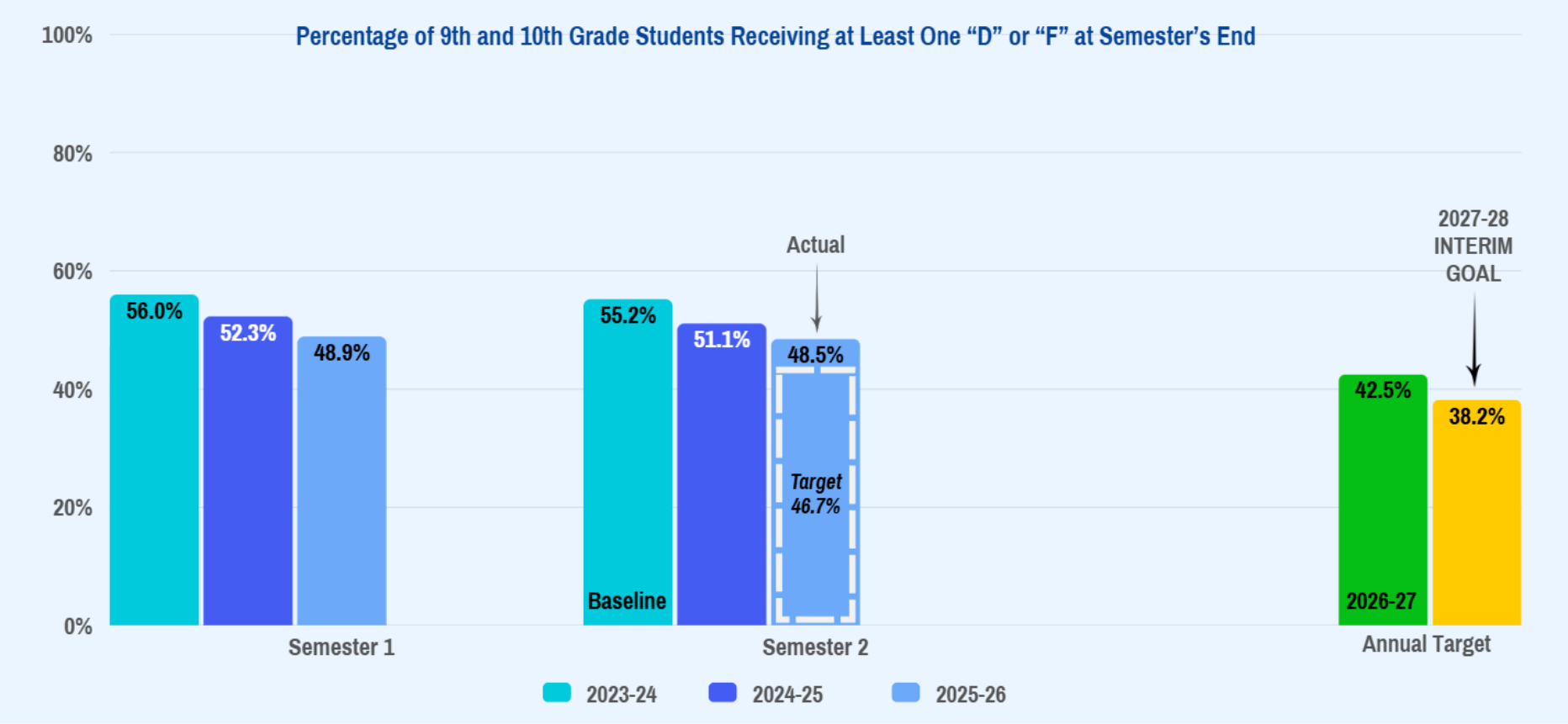
INTERIM GOAL CCR1

Goal: College & Career Readiness

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

Interim Goal: CCR1

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



STATUS: Off Track | On Track

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

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

Fresno Unified School District

College and Career Interim Goal 1

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

STUDENT GROUPS: Percentage of 9th and 10th Grade Students Receiving at Least One “D” or “F” at End of Semester

Equitable Access Guardrail Student Groups	2024-2025 Semester 2	2025-2026 Semester 2
All Students	51.1% *(4,731/9,265)*	48.5% *(4,568/9,425)*
African American/Black	62.6% *(402/642)*	59.1% *(388/657)*
English Learners	68.4% *(936/1,369)*	66.0% *(752/1,139)*
Foster Youth	73.8% *(62/84)*	75.8% *(69/91)*
Homeless	69.1% *(56/81)*	72.3% *(68/94)*
Students with Disabilities • Designated Instructional Services • Resource Program • Special Day Class	64.1% *(722/1,127)* 45.0% *(18/40)* 68.5% *(426/622)* 59.6% *(273/458)*	63.1% *(735/1,164)* 51.9% *(27/52)* 67.4% *(422/626)* 59.1% *(287/486)*

Numeric value corresponds to the number of students received at least one D or F and N-size.

Superintendent's Response: College and Career Readiness Interim Goal 1

Prior Monitoring Report Actions	Evidence of Implementation	Strategic Plan Actions
Lead teachers will engage in professional learning in facilitating Professional Learning Community teams to review and respond to student data.	Lead teachers and administrators engaged in 3 professional learning sessions (September 90 teachers, November 89 teachers, March 91 teachers).	• Breakthrough Success Community (BTSC) Teams from each high school convene three times per year to **review data, network about successful strategies, and plan** (CCR-P1). • BTSC Teams at each high school meet to **monitor and implement short-term action plans implementing strategies** (CCR-P1). • **Identify intervention systems and tutorial availability** currently at each high school as resources (CCR-P1). • Site leaders and teams engage in scheduled protocols to **progress monitor student grades** (CCR-P1).
9th grade on-track teams will continue to review grades, attendance, and the Developmental Relationships Survey to identify and implement actions to improve student outcomes.	9th grade on-track teams participated in three full-day convenings and bi-weekly site team meetings, reviewing data to identify and implement strategic actions to improve grades.	
School Leadership will facilitate a cross-functional department and site leader team to develop a data dashboard responsive to site needs by.	The Analysis, Measurement, and Accountability department is developing a data dashboard for all goals which will include a grades dashboard.	
Counselors will use quarterly progress reports to identify students in need of academic support and ensure timely referral to site-based interventions.	Since August 2026, 2,125 students have participated in D/F grade conferences and received referrals to available site-based academic interventions.	
Site Leader and Head Counselor will identify courses with highest D and F rates and facilitate Instructional Leadership Team data chat and site action plans to respond to the data.	During the Spring semester of 2026, 100% of site principals engaged their Instructional Leadership Teams (ILTs) in data discussions addressing D and F rates. Head Counselors supported this process by identifying and providing course-level data to guide targeted academic interventions and improve student outcomes.	
Sites will facilitate quarterly parent engagement event for families of 9th and 10th grade off-track students.	All high schools have scheduled quarterly parent engagement events for off-track students by the end of the first quarter on October 16.	
Counselors will conduct monthly grade conferences with students who have two or more D or F grades and develop support plans based on identified needs.	Since March 2026, 2,802 student-counselor conferences in support of students with D/F grades have been documented in ATLAS.	

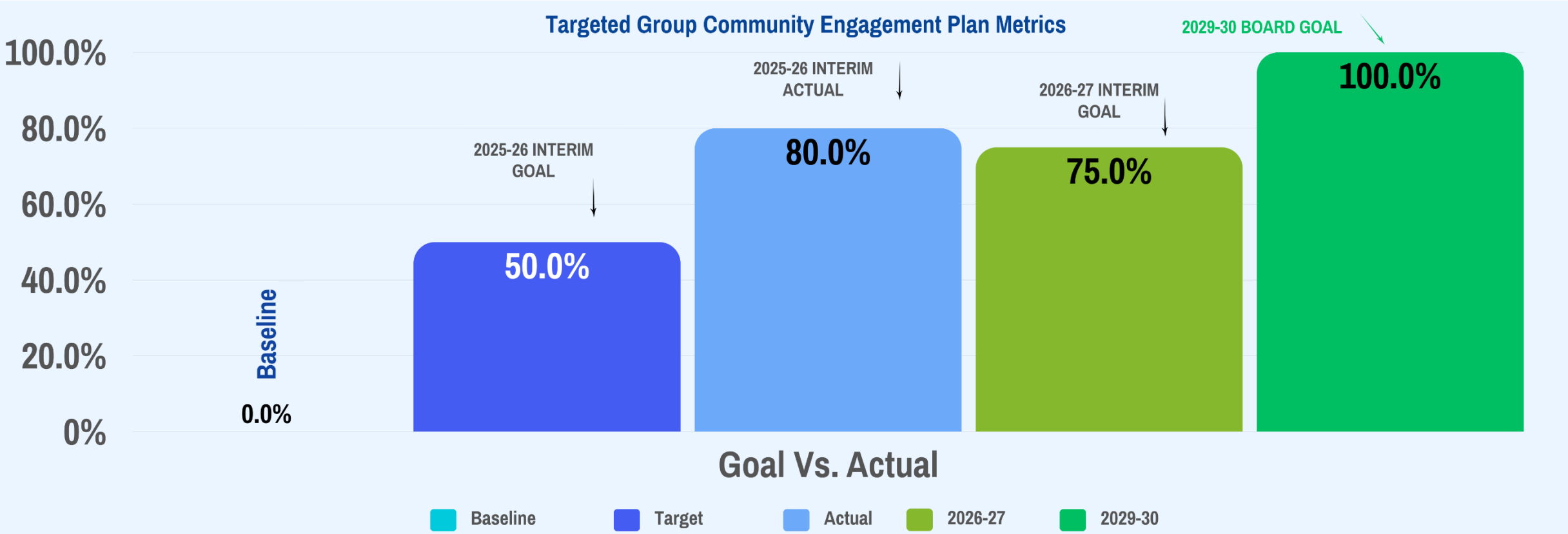
INTERIM GUARDRAIL: CE2

Community Engagement

The Superintendent may not propose major decisions, as outlined in policy, to the Board without first having a community engagement plan.

Interim Goal: CE2

From June 2025 to June 2026, the percentage of major decisions brought to the Board for approval that impacts more than 25% of the targeted group that includes a community engagement plan will increase from 0% to 50%.



STATUS: Off Track | On Track

Superintendent's Response: Community Engagement Plans		
Decision / Initiative	**Board Discussion Date**	**Engagement Plan Development**
Naming of Facilities (Mascot Changes: Tioga Middle, Lowell Elementary, Tenaya Middle)	6/18/2025	Yes
Cell Phone Policy	2/25/2026	Yes
Budget Reductions / Local Control and Accountability Plan (LCAP)	2/25/2026 – LCAP Mid-Year Update 3/25/2026 – Budget Presentation Phase I 4/8/2026 - Budget Presentation Phase II 5/11/2026 – Reduction in Workforce	Yes
Transportation	6/26/2026 (Board Communication)	Yes
School Resource Officers	9/9/2026	No Engagement Plan

Superintendent's Response: Community Engagement Interim Goal 2		
Prior Monitoring Report Actions	**Evidence of Implementation**	**Strategic Plan Actions**
Create a communications work order to be filled by the department for every engagement to reach 25% or more of the district.	• Work order was created and presented to the board on November 19, 2025 • Mid year we transitioned to Onflo submissions	Assess qualifying Community Engagement Plan request to determine engagement requirements in accordance with Exhibit 9000
Create a post engagement template to be filled by the department for every engagement.	• Work order was created and presented to the board on November 19, 2025	Assess groups most likely to be impacted by proposed decision and recommend appropriate engagement approaches
Launch districtwide multi-lingual communication campaigns to include digital, broadcast, live stream and community organizations.	• Each districtwide campaign created, messaging was translated in Spanish and Hmong.	Partner with departments and schools to implement engagement activities and collect feedback from impacted groups.


FUTURE READY
STARTS HERE


WE ARE
FUSD

Literacy Intervention Goal:

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.

On Track			
36.70%			
School	Total Number Identified	Number Meeting Goal	Percentage Meeting Goal
Computech	7	6	85.7%
Starr	44	23	52.3%
Rowell	121	55	45.5%
Calwa	121	53	43.8%
Slater	154	66	42.9%
Storey	48	20	41.7%
Sunset	60	25	41.7%
Powers-Ginsburg	82	34	41.5%
Tatarian	41	17	41.5%
Leavenworth	152	63	41.5%
Tioga	183	75	41.0%
Malloch	54	22	40.7%
Centennial	178	71	39.9%
Yosemite	207	82	39.6%
Aynesworth	122	48	39.3%
Eaton	74	29	39.2%
Lincoln	100	39	39.0%
Webster	81	31	38.3%
Wilson	157	60	38.2%
Manchester Gate	21	8	38.1%
Sequoia	266	101	38.0%
Holland	69	26	37.7%
Baird	48	18	37.5%
Herrera	104	39	37.5%

Literacy Intervention Goal:

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.

Off Track 36.60%							
School	Total Number Identified	Number Meeting Goal	Percentage Meeting Goal	School	Total Number Identified	Number Meeting Goal	Percentage Meeting Goal
Olmos	113	41	36.3%	Muir	84	26	31.0%
Burroughs	130	46	35.4%	Farber Online K-6	68	21	30.9%
Wishon	65	23	35.4%	Terronez	189	58	30.7%
Kings Canyon	227	80	35.2%	Roeding	170	52	30.6%
Kratt	117	41	35.0%	Del Mar	109	33	30.3%
Bullard Talent	69	24	34.8%	Ahwahnee	148	44	29.7%
Cooper	127	44	34.7%	Hamilton	162	48	29.6%
Mayfair	104	36	34.6%	Easterby	115	34	29.6%
Viking	107	37	34.6%	Tenaya	173	51	29.5%
Fort Miller	244	84	34.4%	Hidalgo	170	50	29.4%
Lane	125	43	34.4%	Vang Pao	123	36	29.3%
Jefferson	41	14	34.2%	McCardle	86	25	29.1%
Balderas	94	32	34.0%	Turner	117	34	29.1%
Norseman	100	34	34.0%	Lawless	124	36	29.0%
Tehipite	153	52	34.0%	Vinland	107	31	29.0%
Pyle	139	47	33.8%	Birney	128	37	28.9%
Fremont	87	29	33.3%	Ewing	132	38	28.8%
Robinson	78	26	33.3%	Wawona	194	54	27.8%
King	168	55	32.7%	Kirk	73	20	27.4%
Gibson	52	17	32.7%	Scandinavian	212	58	27.4%
Winchell	156	51	32.7%	Gaston	311	85	27.3%
Columbia	146	47	32.2%	Lowell	70	19	27.1%
Figarden	112	36	32.1%	Greenberg	86	23	26.7%
Bakman	181	58	32.0%	Addams	198	51	25.8%
Phoenix Elem	25	8	32.0%	Williams	125	32	25.6%
Ayer	110	35	31.8%	Jackson	81	20	24.7%
Wolters	79	25	31.7%	Ericson	126	31	24.6%
Homan	76	24	31.6%	Yokomi	99	23	23.2%
Anthony	54	17	31.5%	Heaton	117	25	21.4%
Thomas	195	61	31.3%	Phoenix Secondary	17	2	11.8%

Interim Goal: L1

From June 2024 to June 2026, the percentage of 1st grade students who are meeting their stretch growth target as measured by iReady diagnostic assessment will increase from 41% to 54%.

On Track			
54.00%			
School	Total Number Tested	Number Meeting Goal	Percentage Meeting Goal
Muir	44	32	72.7%
Mayfair	74	47	63.5%
Bullard Talent K-8	72	45	62.5%
Wishon	61	36	59.0%
Tatarian	61	35	57.4%
Kirk	36	20	55.6%
Calwa	62	34	54.8%

Off Track			
53.90%			
School	Total Number Tested	Number Meeting Goal	Percentage Meeting Goal
Starr	42	22	52.4%
Bakman	86	41	47.7%
Aynesworth	61	29	47.5%
Wilson	77	36	46.8%
Lawless	89	41	46.1%
Jefferson	48	22	45.8%
McCardle	51	23	45.1%
Powers-Ginsburg	36	16	44.4%
Hamilton K-8	63	28	44.4%
Eaton	57	24	42.1%
Gibson	41	17	41.5%
Turner	65	27	41.5%
Wawona K-8	46	19	41.3%
Malloch	64	26	40.6%
Lincoln	50	20	40.0%
Storey	70	28	40.0%
Balderas	76	30	39.5%
Yokomi	81	32	39.5%
Del Mar	47	18	38.3%
Norseman	74	28	37.8%
Viking	88	33	37.5%
Addams	86	32	37.2%
Anthony	49	18	36.7%
Jackson	41	15	36.6%
Homan	50	18	36.0%
Wolters	45	16	35.6%

Interim Goal: L1

From June 2024 to June 2026, the percentage of 1st grade students who are meeting their stretch growth target as measured by iReady diagnostic assessment will increase from 41% to 54%.

Off Track			
53.90%			
Figarden	88	31	35.2%
Ewing	66	23	34.8%
Rowell	73	25	34.2%
Olmos	59	20	33.9%
Williams	65	22	33.8%
Vang Pao	111	37	33.3%
Burroughs	88	29	33.0%
Fremont	67	22	32.8%
Leavenworth	89	28	31.5%
Kratt	71	22	31.0%
Heaton	59	18	30.5%
Thomas	99	30	30.3%
Robinson	83	25	30.1%
Webster	54	16	29.6%
Ericson	100	29	29.0%
Vinland	80	22	27.5%
Greenberg	64	17	26.6%
Lane	58	14	24.1%
Columbia	72	17	23.6%
Pyle	82	18	22.0%
Hidalgo	46	10	21.7%
Ayer	66	14	21.2%
Centennial	102	21	20.6%
Roeding	104	21	20.2%
Lowell	38	7	18.4%
Easterby	70	12	17.1%
Winchell	88	15	17.0%
Slater	89	15	16.9%
Herrera	84	14	16.7%
King	79	13	16.5%
Birney	104	17	16.3%
Holland	44	7	15.9%
Sunset	64	0	0.0%

Interim Goal: L2

From June 2024 to June 2026, the percentage of Kindergarteners who are mastering literacy foundational skills as measured by an updated comprehensive K-FSA assessment will increase from 50.5% to 62.5%.

On Track							
62.50%							
School	Total Number Tested	Number Meeting Goal	Percentage Meeting Goal	School	Total Number Tested	Number Meeting Goal	Percentage Meeting Goal
Greenberg	57	54	94.7%	McCardle	43	32	74.4%
Malloch	61	56	91.8%	Starr	39	29	74.4%
Herrera	71	65	91.5%	Wishon	58	43	74.1%
Thomas	86	76	88.4%	Figarden	81	60	74.1%
Eaton	66	58	87.9%	Lincoln	65	48	73.8%
Storey	68	58	85.3%	Williams	61	45	73.8%
Sunset	60	50	83.3%	Bullard Talent K-8	72	53	73.6%
Jefferson	27	22	81.5%	Robinson	64	47	73.4%
Vang Pao	97	79	81.4%	Winchell	90	66	73.3%
Columbia	70	57	81.4%	Balderas	89	63	70.8%
Slater	75	61	81.3%	Gibson	37	26	70.3%
Ericson	78	63	80.8%	Kratt	80	56	70.0%
Hamilton K-8	54	43	79.6%	Centennial	96	66	68.8%
Tatarian	57	45	78.9%	Lawless	95	65	68.4%
Yokomi	66	52	78.8%	Roeding	88	60	68.2%
Kirk	40	31	77.5%	Burroughs	94	64	68.1%
Powers-Ginsburg	57	44	77.2%	Addams	90	61	67.8%
Calwa	48	37	77.1%	Leavenworth	88	58	65.9%
Ayer	73	56	76.7%	King	67	44	65.7%
Ewing	79	60	75.9%	Homan	55	36	65.5%
Muir	61	46	75.4%	Rowell	59	38	64.4%
Bakman	69	52	75.4%	Easterby	64	41	64.1%
Wilson	77	58	75.3%	Mayfair	58	37	63.8%
Anthony	44	33	75.0%	Del Mar	43	32	74.4%
Wawona K-8	55	41	74.5%	McCardle	43	32	74.4%
Del Mar	43	32	74.4%	Starr	39	29	74.4%

Interim Goal: L2

From June 2024 to June 2026, the percentage of Kindergarteners who are mastering literacy foundational skills as measured by an updated comprehensive K-FSA assessment will increase from 50.5% to 62.5%.

Off Track			
62.40%			
School	Total Number Tested	Number Meeting Goal	Percentage Meeting Goal
Webster	42	26	61.9%
Fremont	54	33	61.1%
Jackson	41	25	61.0%
Viking	92	56	60.9%
Hidalgo	78	47	60.3%
Lowell	45	27	60.0%
Aynesworth	57	34	59.6%
Heaton	59	35	59.3%
Vinland	76	45	59.2%
Birney	99	58	58.6%
Olmos	65	38	58.5%
Wolters	69	39	56.5%
Holland	53	27	50.9%
Turner	76	38	50.0%
Lane	50	24	48.0%
Norseman	66	31	47.0%
Pyle	70	24	34.3%

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 28, 2026

ACTION REQUESTED: PRESENT AND DISCUSS

TITLE AND SUBJECT: Present and Discuss 2025/26 Student Achievement Data

ITEM DESCRIPTION: Superintendent Her will present the district's most recent student achievement data. The presentation will include current and historical data from both the English Language Arts (ELA) and Math Smarter Balanced Summative Assessments.

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

PREPARED BY: Ambra O'Connor

DIVISION: Office of the Superintendent

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor, Chief of Staff



ACCOUNTABILITY 2026

SBAC and California Dashboard Results 2025-2026
October 28, 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.

Fresno Unified School District
FUTURE

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.

Fresno Unified

FUTURE READY STARTS HERE

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

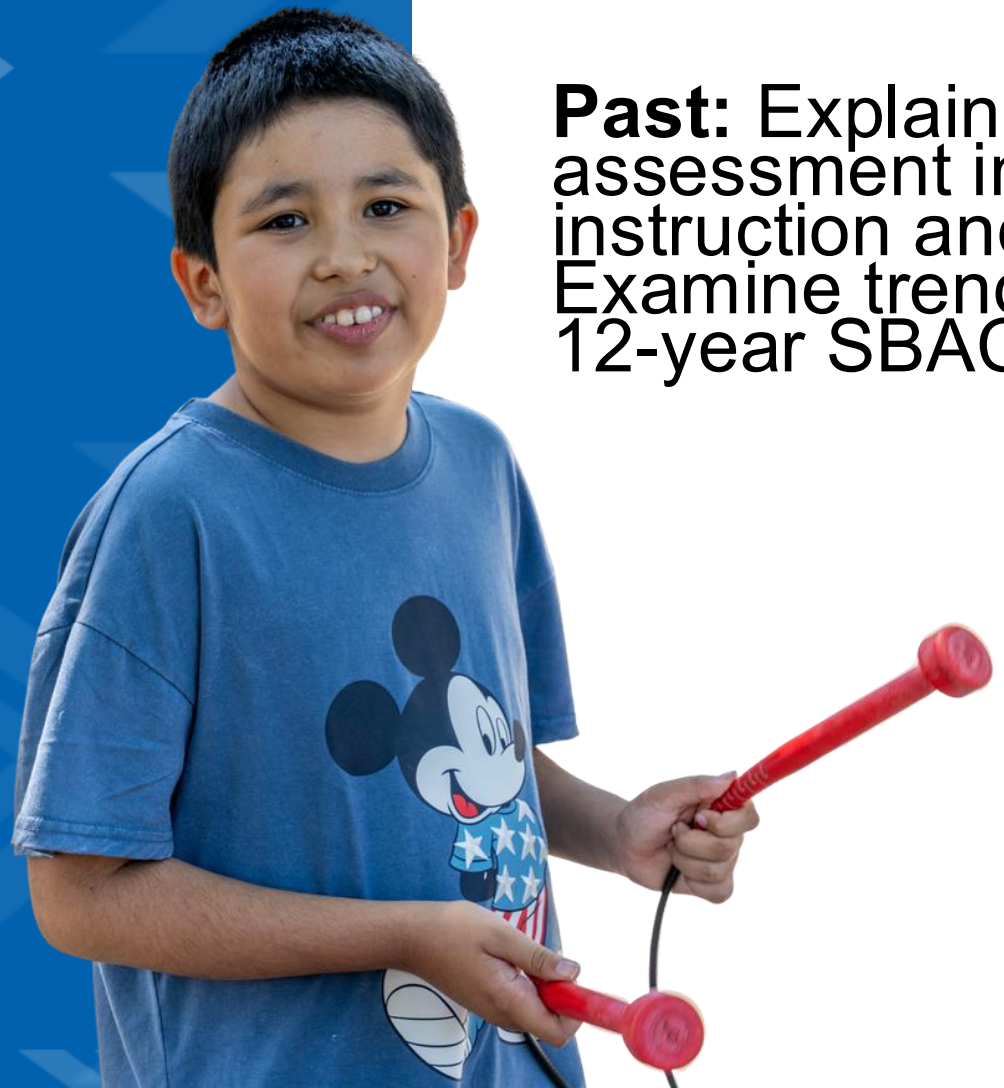
OUTCOMES

- **Past:** Explain how summative assessment informs instruction and accountability. Examine trends across our 12-year SBAC journey.
- **Present**: Interpret Dashboard status and comparisons with similar districts to identify strengths and priority needs.
- **Future:** Implementation of our District and department strategic plans.



Fresno Unified School District
FUTURE READY STARTS HERE

WHERE WE HAVE BEEN

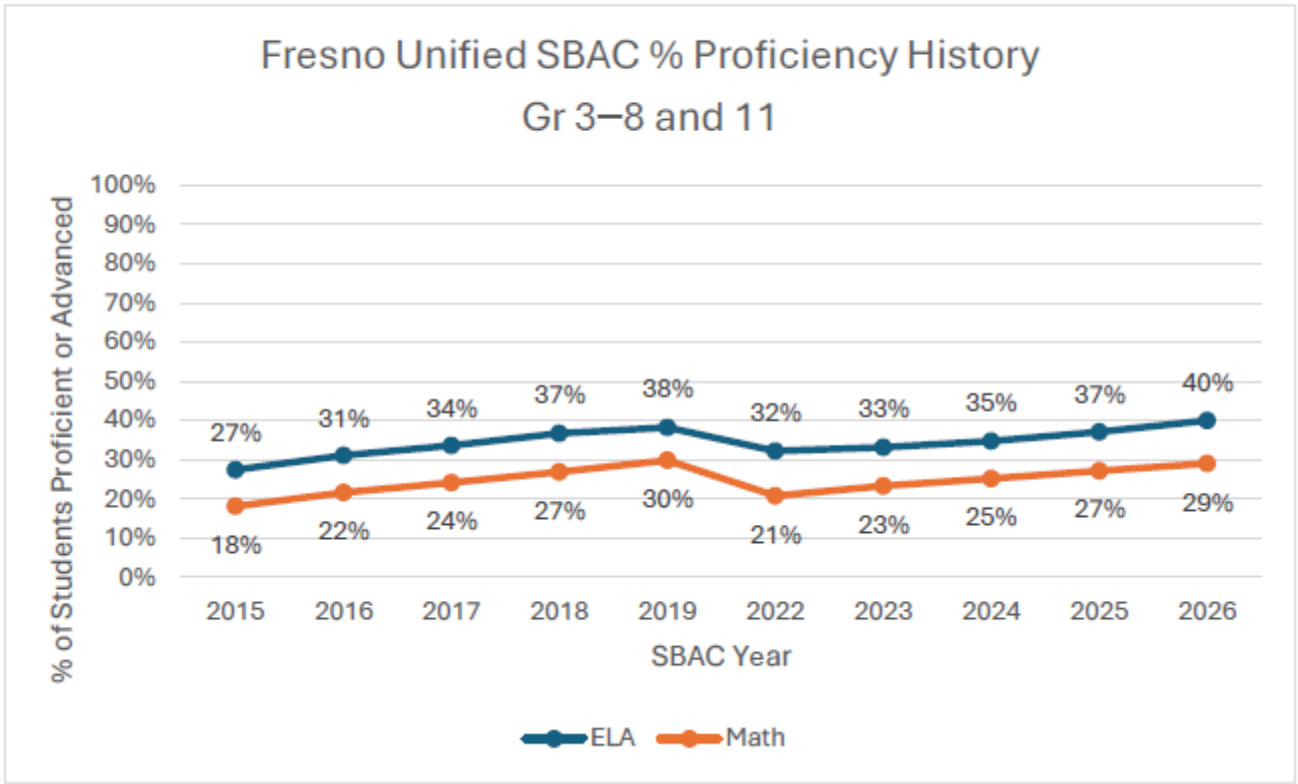


Past: Explain how summative assessment informs instruction and accountability. Examine trends across our 12-year SBAC journey

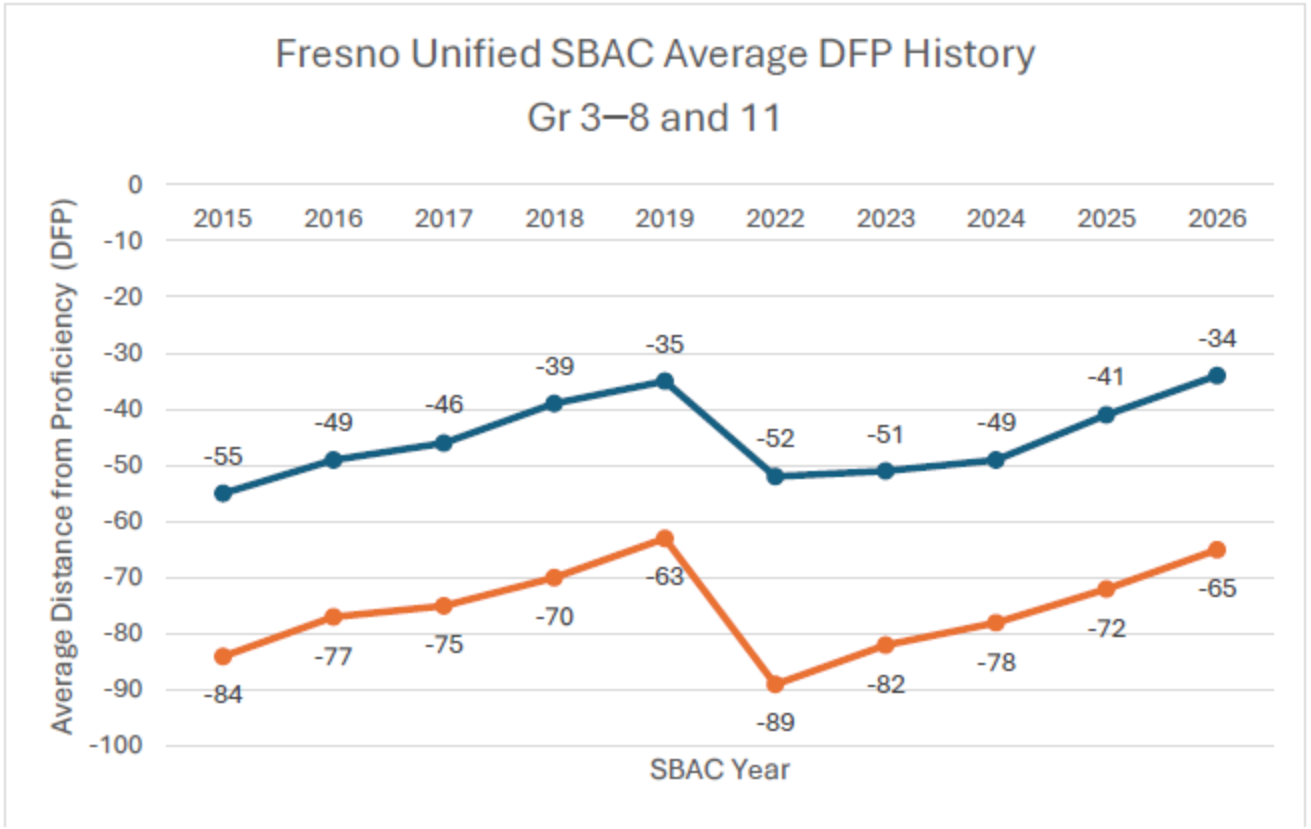
Fresno Unified School District

WHERE WE HAVE BEEN: SBAC PROFICIENCY

Fresno Unified SBAC History from 2015 through 2026



WHERE WE HAVE BEEN: SBAC DISTANCE FROM PROFICIENCY



Note: In 2020, CA State Board of Education paused SBAC due to COVID-19 pandemic. Testing resumed in 2021 but only for Grade 11 in FUSD; Grades 3-8 took i-Ready in lieu of SBAC. Grades 3-8 and 11 resumed SBAC testing in Spring 2022. SBAC test was shortened starting in 2021.

Starting with SBAC 2026, the SBAC Achievement Level Descriptors changed to Minimal, Developing, Proficient, Advanced. Accordingly, Distance from Standard changed to Distance from Proficiency.

Fresno Unified School District
FUTURE READY STARTS HERE

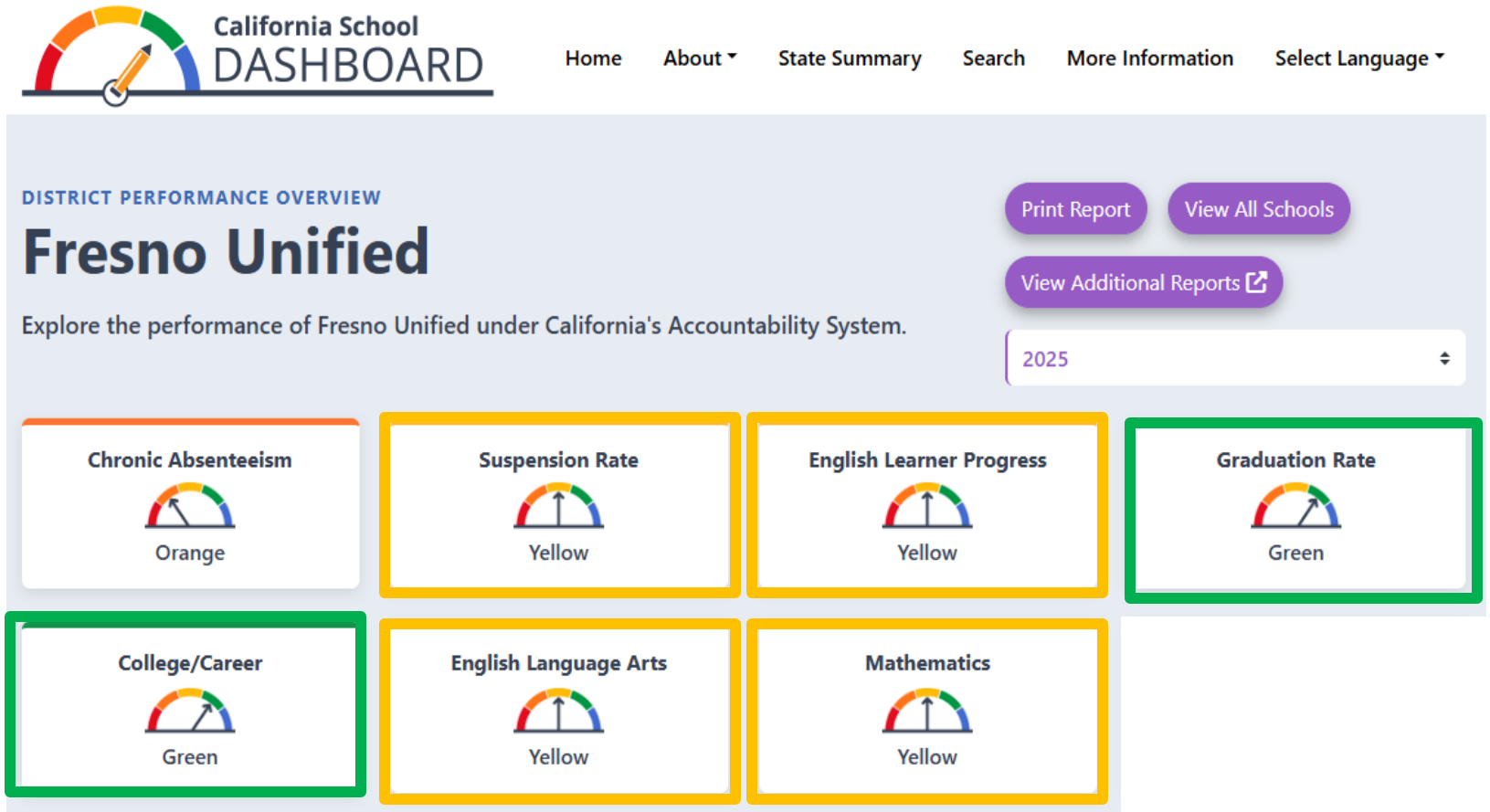
WHERE WE ARE

Present: Interpret Dashboard status and comparisons with similar districts to identify strengths and priority needs.



Fresno Unified School District
FUTURE READY STARTS HERE

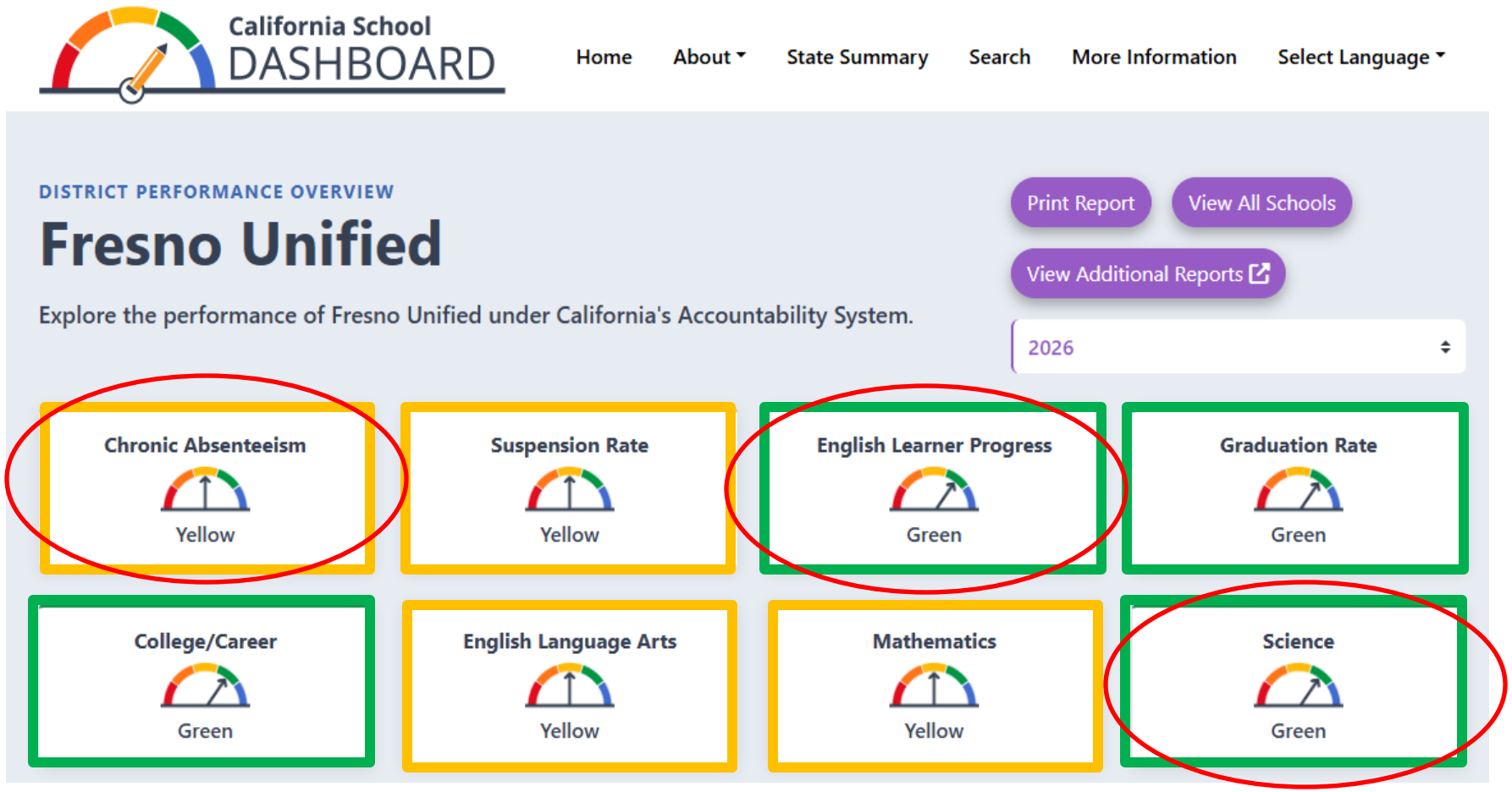
WHERE WE WERE ON THE CA DASHBOARD 2025



Fresno Unified School District
FUTURE READY STARTS HERE

Fresno Unified School District

WHERE WE ARE ON THE CA DASHBOARD 2026



Fresno Unified School District
FUTURE READY STARTS HERE

Fresno Unified School District

2026 CA DASHBOARD INDICATORS: COMPARISON TO STATE SUMMARY

CA School Dashboard Indicator	State of California		Fresno Unified	
	2026 Results	Change from 2022*	2026 Results	Change from 2022*
ELA	-7.5	4.7	-33	18.5
Math	-38.9	12.8	-64.2	24.5
Science	54.2	1.6	47.2	2.8
College/Career (CCI)	55.6	11.7	63.4	23.2
Graduation Rate	88.1	0.7	91.7	2.2
English Learner Progress (ELPI)	47.4	-2.9	47	2.7
Chronic Absenteeism	16.1	-13.9	25.9	-25
Suspension Rate	2.7	-0.4	5.4	-0.4

Direct Performance Indicators (higher is better)

Inverse Performance Indicators (lower is better)

*Science Indicator comparison reflects change from 2025
*College/Career Indicator comparison reflects change from 2023

Fresno Unified School District
FUTURE READY STARTS HERE

Fresno Unified
ANALYSIS, MEASUREMENT, AND ACCOUNTABILITY

OUR CURRENT REALITY (SBAC 2026)

ELA

39.9%

of students scored Proficient or Advanced in ELA

+7.7% from SBAC 2022

-34 Average Distance from Proficiency in ELA

+ 18 from SBAC 2022 DFP

MATH

29.4%

of students scored Proficient or Advanced in Math

+8.6% from SBAC 2022

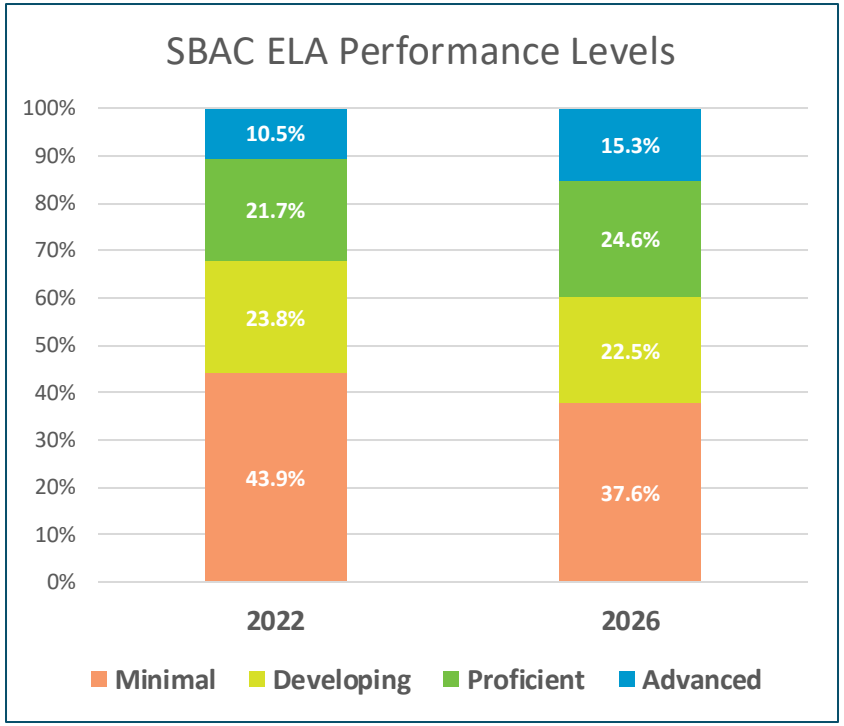
-65 Average Distance from Proficiency in Math

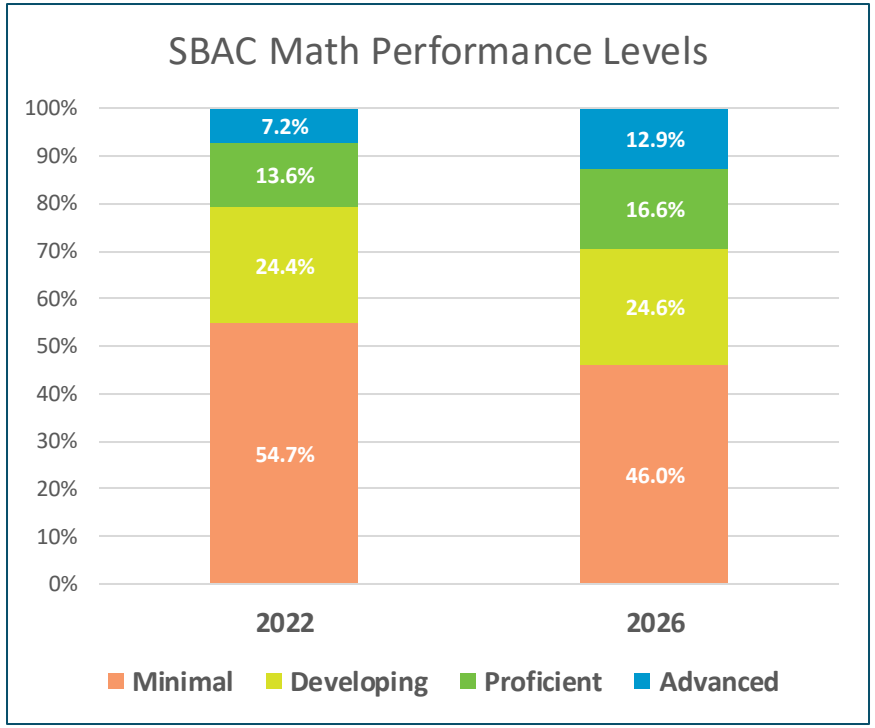
+ 24 from SBAC 2022 DFP

Fresno Unified School District
FUTURE READY STARTS HERE

Fresno Unified School District
ANALYSIS, AND ACCOUNTABILITY

SBAC Student Performance Level Change – 2022 vs 2026

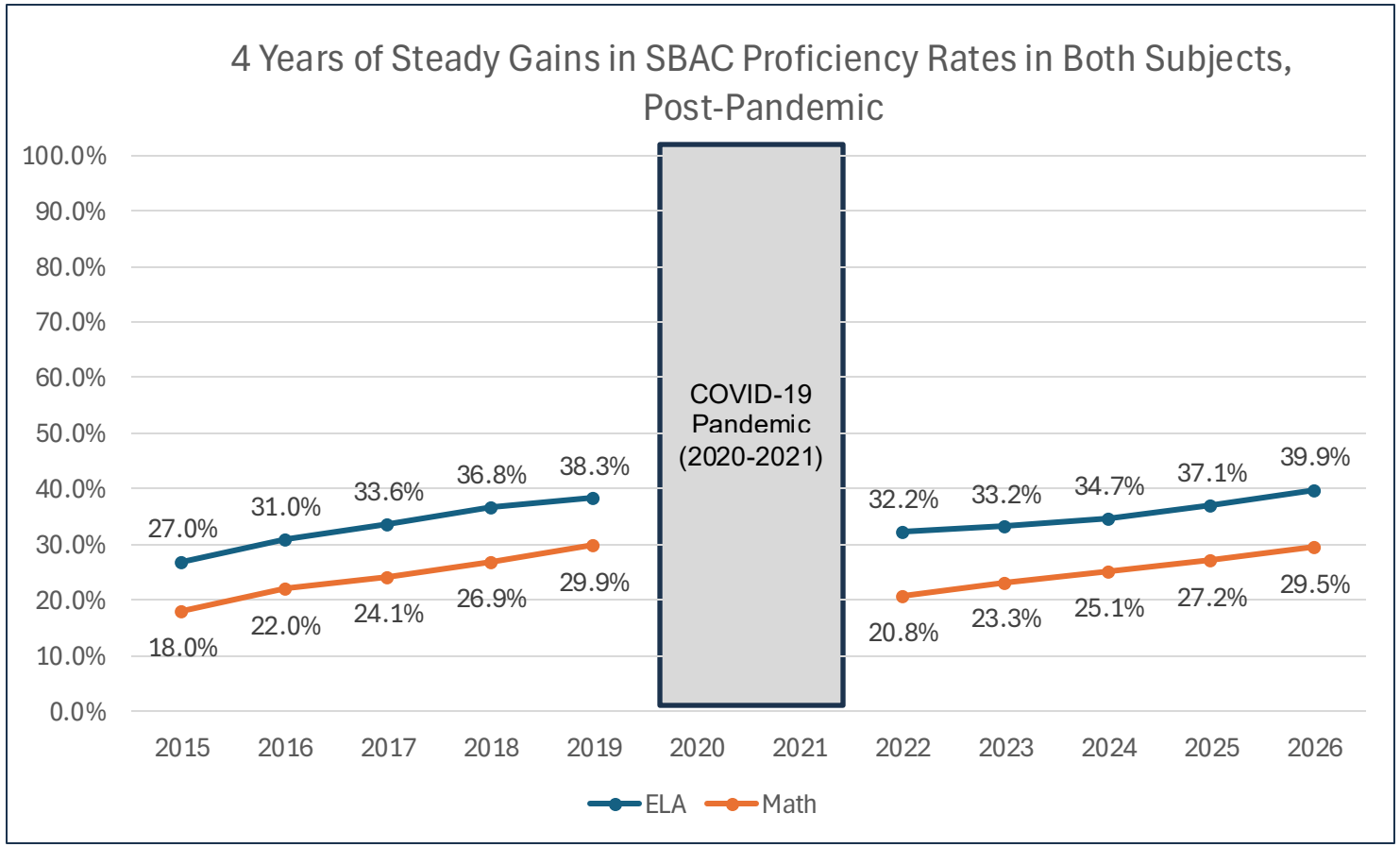




Fresno Unified School District
FUTURE READY STARTS HERE

Fresno Unified School District
ANALYS AND ACCOUNTABILITY

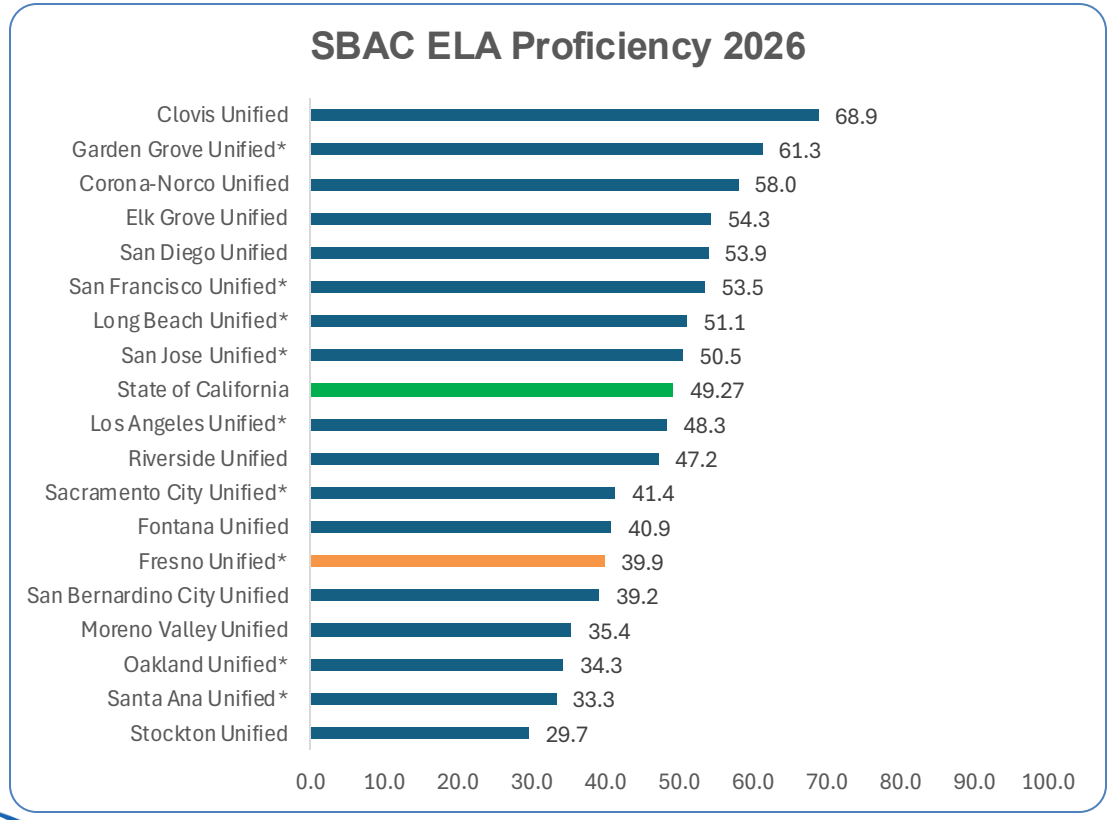
4 YEARS OF CONSISTENT GROWTH SINCE PANDEMIC

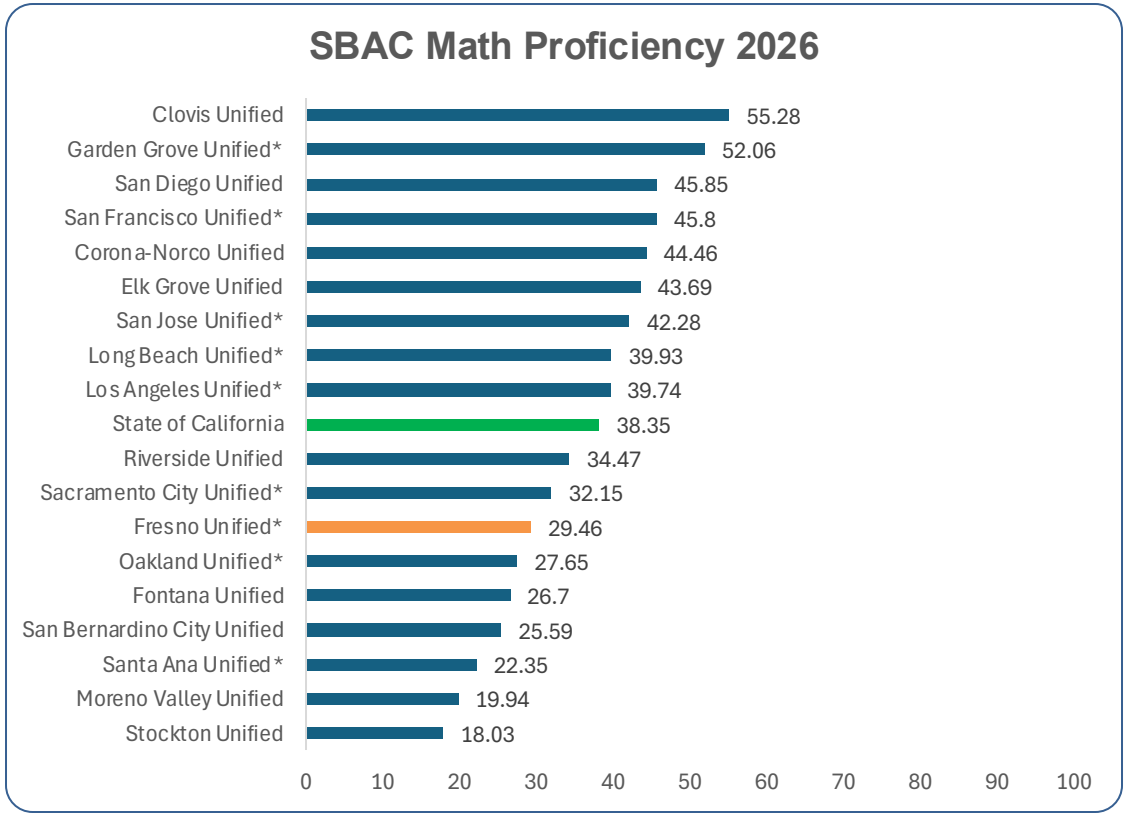


Fresno Unified School District
FUTURE READY STARTS HERE

Fresno Unified School District

FRESNO UNIFIED'S SBAC PROFICIENCY: SIMILAR DISTRICTS



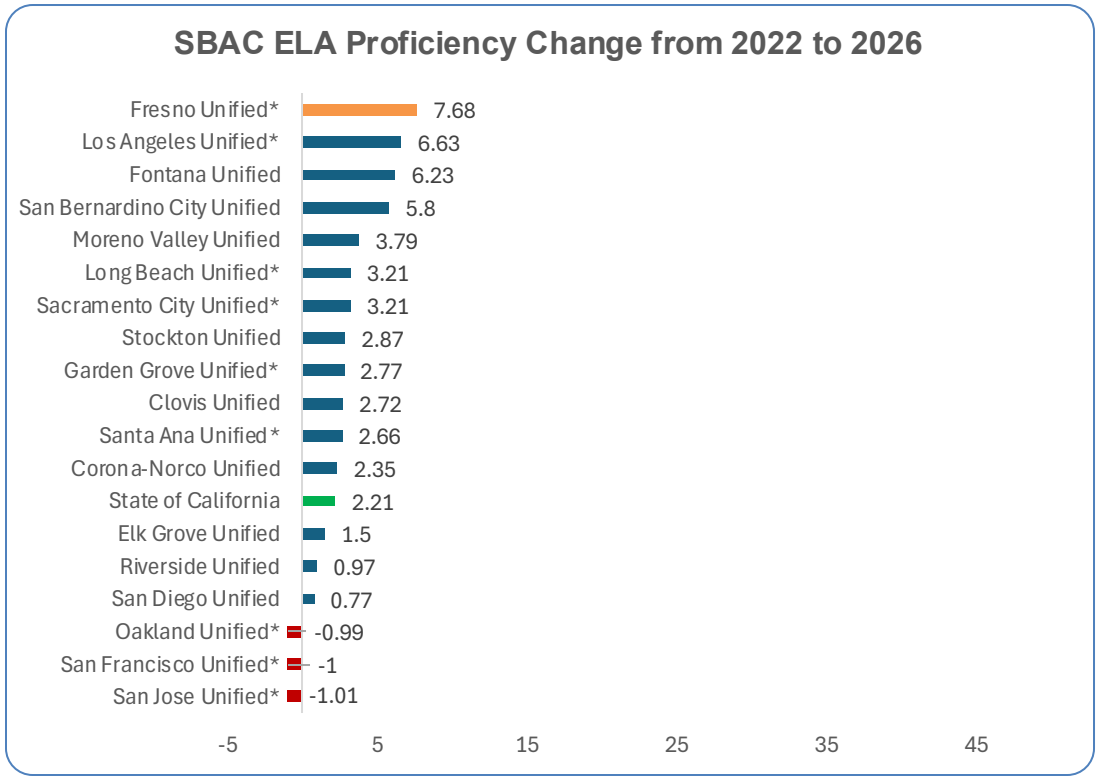


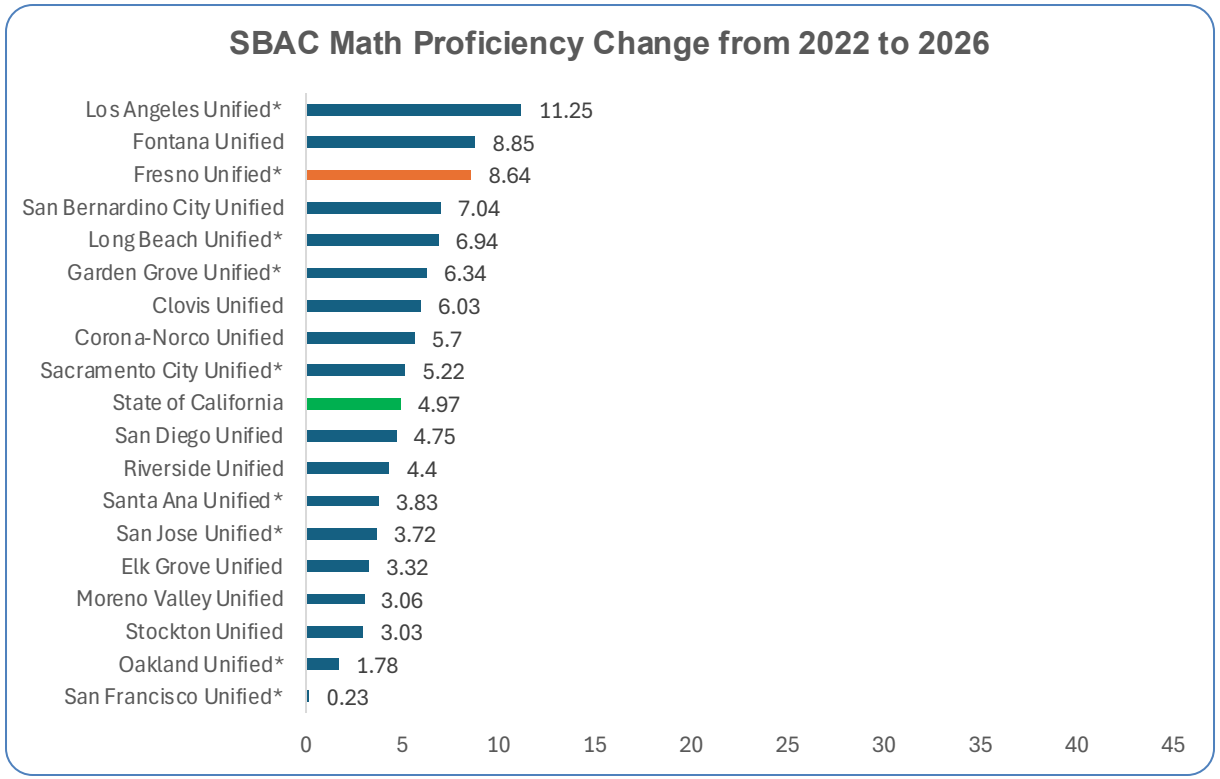
***CORE Districts**

Fresno Unified School District
FUTURE READY STARTS HERE

Fresno Unified
ANALYSIS, MEASUREMENT, AND ACCOUNTABILITY

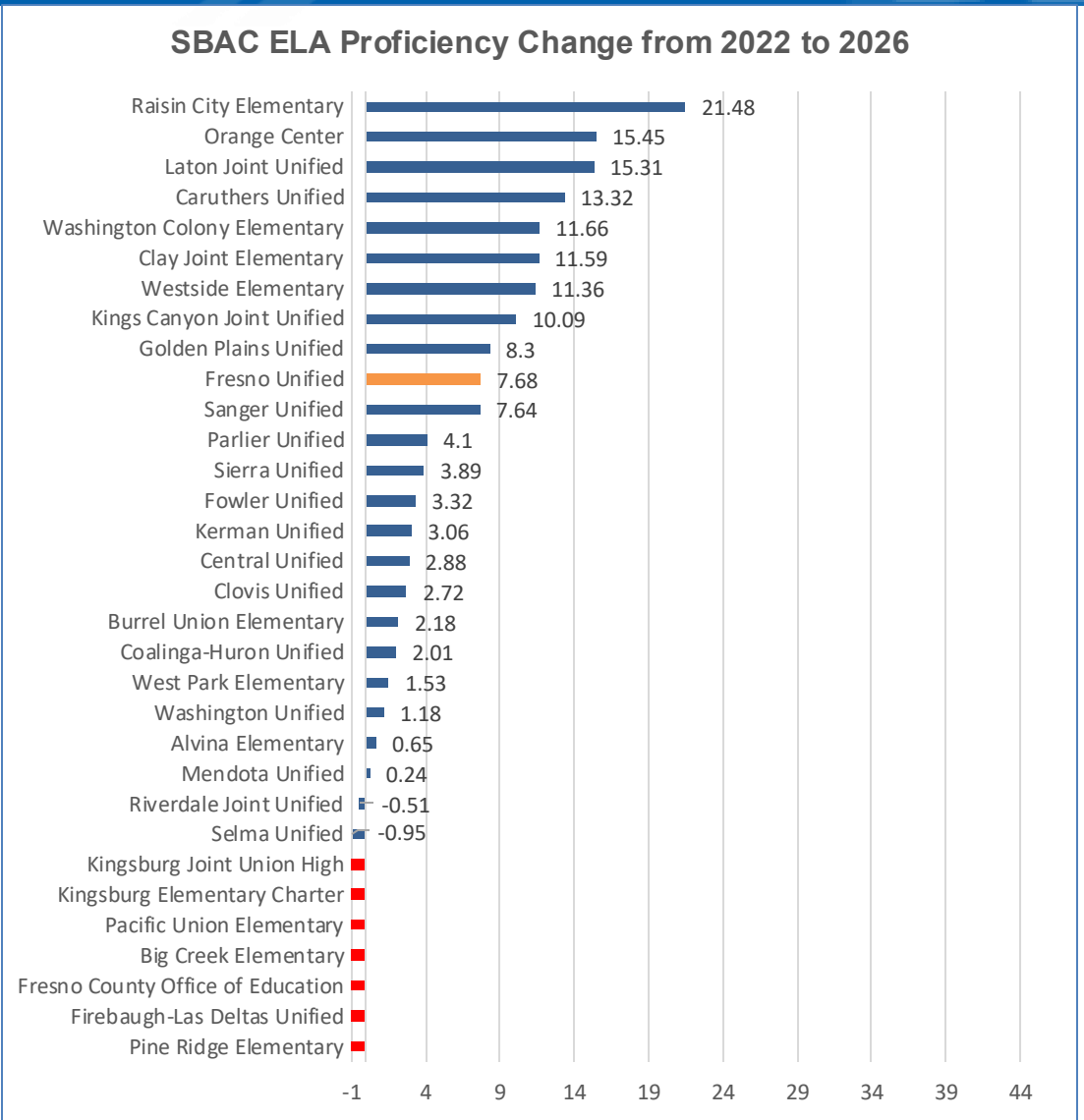
FRESNO UNIFIED'S RECOVERY SINCE 2022: SIMILAR DISTRICTS

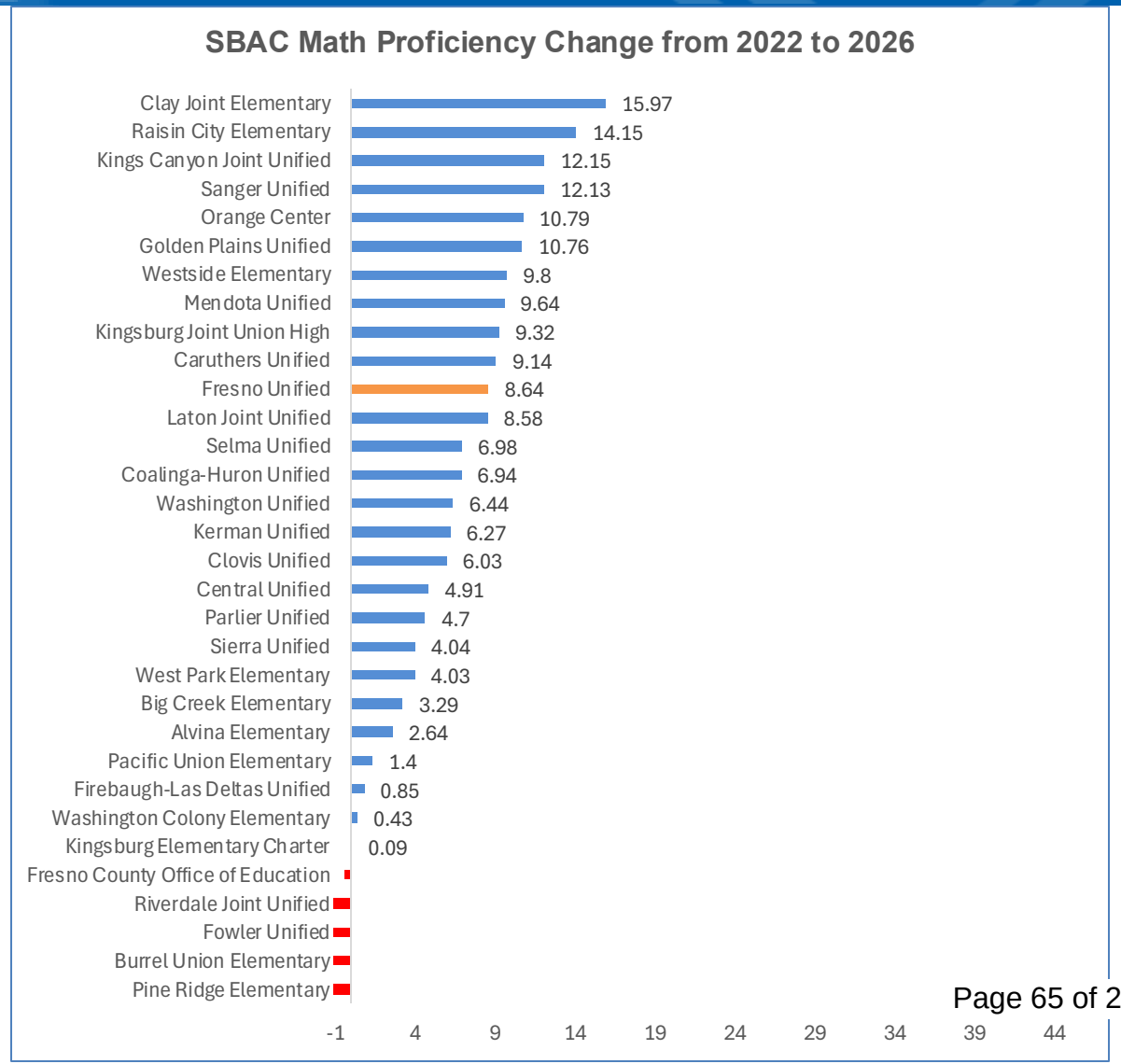




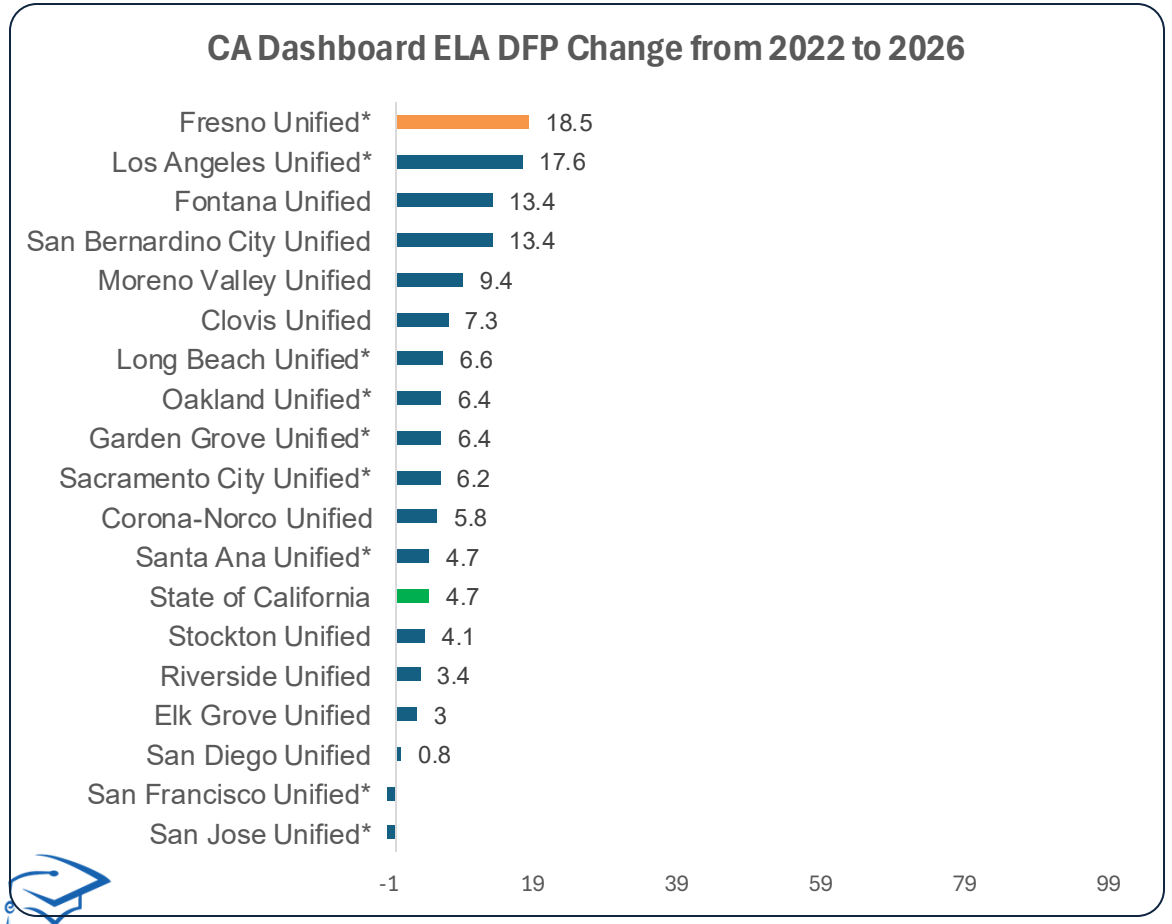
*CORE Districts

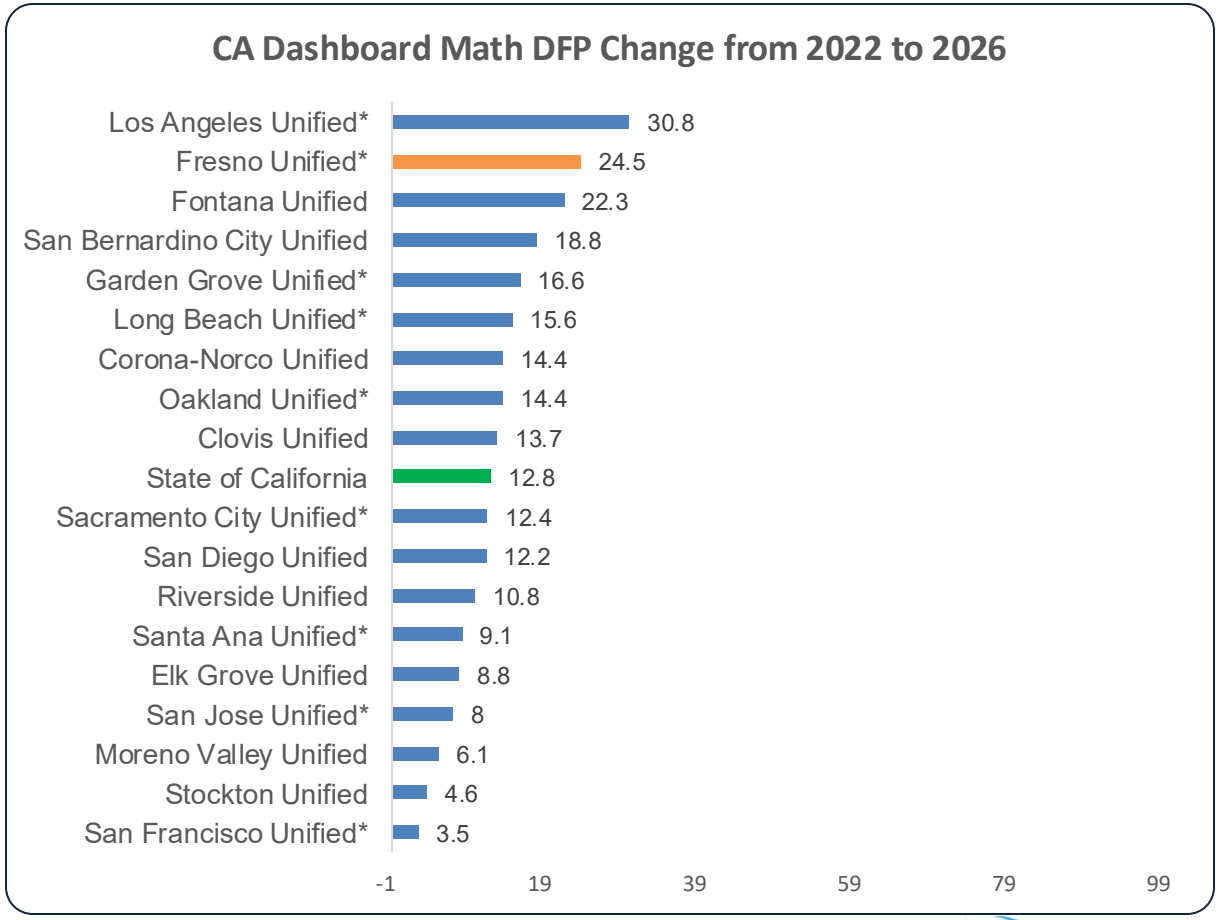
FRESNO UNIFIED'S RECOVERY SINCE 2022: FRESNO COUNTY





FRESNO UNIFIED'S *DISTANCE FROM PROFICIENCY (DFP)* RECOVERY SINCE 2022:





*CORE Districts

Fresno Unified School District
FUTURE READY STARTS HERE

Fresno Unified
ANALYSIS, MEASUREMENT, AND ACCOUNTABILITY

DFP RECOVERY FROM 2022 TO 2026: SCHOOL HIGHLIGHTS

RANKINGS BASED ON CA DASHBOARD PERFORMANCE

ELA

Elementary Schools DFP Change (out of 4,191 Schools)

- **#10** Calwa Elementary 61.1 DFP
- **#24** Ayer Elementary 54.4 DFP

High Schools DFP Change (out of 624 Schools)

- **#8** McLane High School 103 DFP
- **#19** Bullard High School 77.1 DFP
- **#21** Farber School of Independent Studies 74.9 DFP
- **#25** Fresno High 71.0 DFP

Mathematics

Elementary Schools DFP Change (out of 4,184 Schools)

- **#15** Calwa Elementary 68.6 DFP
- **#23** Jefferson Elementary 63.0 DFP

Middle Schools DFP Change (out of 1,070 Schools)

- **#14** Tioga Middle 56.5 DFP
- **#21** Edison Computech 50.7 DFP

Fresno Unified School District
FUTURE READY STARTS HERE

Fresno Unified
ANALYSIS, MEASUREMENT, AND ACCOUNTABILITY

OUR FUSD STORY



SBAC proficiency for ELA is the highest it's ever been since CAASPP began in 2014-15 → SBAC ELA proficiency is surpassing pre-pandemic numbers → SBAC Math proficiency is only .4% away from its pre-pandemic numbers

Since the pandemic, there has been growth every year in ELA and Math proficiency and DFP. → We are in the top 3 in comparison to our county schools for pandemic recovery in both subjects. → Fresno Unified is experiencing consistent gains over the past 4 consecutive years.

Fresno Unified School District

FUTURE R.

WHERE WE ARE GOING

- **Future:**

Implementation of our District and Department Annual Plans



Fresno Unified School District
FUTURE READY STARTS HERE

WHERE WE ARE GOING



- Maintain focus on high-quality, standards-aligned, **Tier I instruction**.
- Refine **progress monitoring** metrics and tools (Finalize by school, by teacher, by student dashboard)
- Implement common assurances to strengthen **Multi-Tiered Systems of Support** (MTSS).
- Increase opportunities for **family engagement.**
- Reconvene strategic plan input groups, analyze year-one impact, and revise annual plan for 2027/28.

Fresno Unified School District
FUTURE READY STARTS HERE


WE ARE
FUSD


FUTURE READY
STARTS HERE

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 28, 2026

ACTION REQUESTED: HOLD Public Hearing

TITLE AND SUBJECT: Hold a Public Hearing in the Matter of the Carter G. Woodson Public Charter School Renewal Petition

ITEM DESCRIPTION: Included in the Board material is a copy of the Carter G. Woodson Public Charter School charter renewal petition.

Carter G. Woodson Public Charter School (CGW) is a free public charter school, serving students in grades seven through twelve, on two campuses at 3333 N Bond and 4880 N First Street, both in Fresno, California. CGW has operated as a Fresno Unified authorized charter school since August 20, 2000, and provides both a classroom-based program focused on fostering innovation and creativity in multimedia and the arts, and a personalized independent study program focused on school-to-career or college preparation through project-based learning to approximately 400 students. The mission of CGW is to provide education and support resources to those most in need while empowering the economic progress of youth and families in the community.

The Carter G. Woodson Public Charter School renewal petition was submitted to Fresno Unified School District on September 10, 2026. The first public hearing on the renewal petition will be held on October 28, 2026, with Board action on the renewal petition scheduled for November 18, 2026.

Charter school renewals are governed by California Education Code (EC) sections 47605 and 47607.

FINANCIAL SUMMARY: The estimated fiscal impact of the renewal to Fresno Unified School District is $3.5M in 2027/28, $3.6M in 2028/29, $3.8M in 2029/30, and $4.0M in 2030/31.

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Carlos Castillo, Ed.D., Chief Academic Officer

Carlos Castillo (Oct 19, 2026 17:23:09 PDT)

Revised: 10/26/26

Public Hearing: Carter G. Woodson Public Charter Renewal Petition

October 28, 2026

FUTURE READY STARTS HERE

Fresno Unified School District

Public Hearing Objectives

- Carter G. Woodson Public Charter Background
- Charter Renewal Process
- Performance Renewal Standards
- Renewal Timeline
- Carter G. Woodson Public Charter Presentation

Fresno Unified School District
FUTURE READY STARTS HERE

Carter G. Woodson Public Charter

- First authorized with Fresno Unified in 1998
- Dashboard Alternative School Status (DASS)
- 349 Students Enrolled as of Census Day, 10/7/26
- Grades 7–8, Classroom-Based
- Grades 9–12, Independent Study
- Multimedia: Grades 8–12, Hybrid
- Western Association of Schools and Colleges (WASC) Accredited College Preparation and Dual Enrollment

Fresno Unified School District
FUTURE READY

Charter Renewal Process

- Evaluate the school and renewal petition against applicable statutory standards using the District Charter Office's Essential Questions Framework:
  - Is the school's educational program successful?
  - Is the school advancing equity and access while serving public purposes?
  - Is the school operating and governed effectively?
  - Is the school financially viable?

Fresno Unified School District
FUTURE READY

Performance Renewal Standards

- California Education Code establishes performance standards and renewal criteria that guide charter renewal eligibility and renewal terms
- Schools designated under DASS are evaluated under applicable alternative accountability provisions, including consideration of academic performance and alternative measures appropriate to the students served

Fresno Unified School District
FUTURE READY

Renewal Timeline

- September 10, 2026 – Renewal Petition Submitted
- October 8, 2026 – Renewal Site Visit
- October 28, 2026 – Board Public Hearing
- November 3, 2026 – Publication of Staff Recommendation
- November 18, 2026 – Board Renewal Decision

Fresno Unified School District
FUTURE READY

Thank You!

Fresno Unified School District
CHARTER OFFICE

Fresno Unified School District
FUTURE READY STARTS HERE



Carter G. Woodson Public Charter School Charter Renewal Presentation

October 28, 2026

Who We Are

Our Mission

To provide a personalized education to students by fostering rigorous academics, career readiness, and student support interventions leading to a higher education and economic growth.

Our Vision

Students reclaim their education and become educated, self-sufficient, and economically independent.



Our History

2001 Opened our doors on August 19 on Bond Street

2016 Added a second campus on First Street

Today Grades 7-12 on two Fresno campuses

26 years of whole-child education and wraparound support as part of AGAPE Schools

Commitment to Equity and Access

Open to All

Every student receives a free public education with no academic entrance requirements.

Every Student Included

Equitable access to resources for students with disabilities, English learners, foster youth, students experiencing homelessness, pregnant and parenting students, socioeconomically disadvantaged students, and LGBTQ+ students.

Tiered Support

A multitiered system of support serves every student.

Full Access

Career & Technical Education (CTE), college prep, dual enrollment, and career guidance.

Diverse Staff

Diverse, highly qualified staff who reflect our community.

Is the school advancing equity and access while serving public purposes?

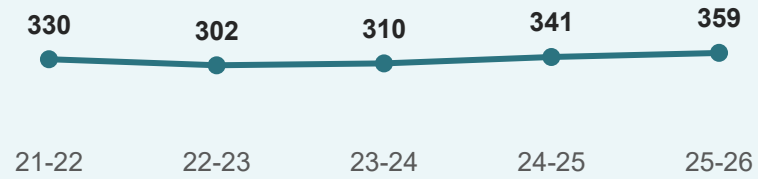
Our Students: Demographics and Enrollment

349
students enrolled on
Census Day
October 7, 2025

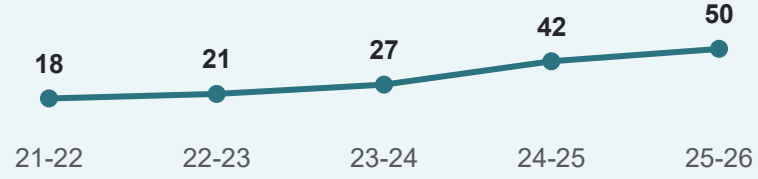
Grades 7-12

Hispanic	70.5%
African American	13.8%
White	9.5%
Asian	5.7%
Other	0.6%

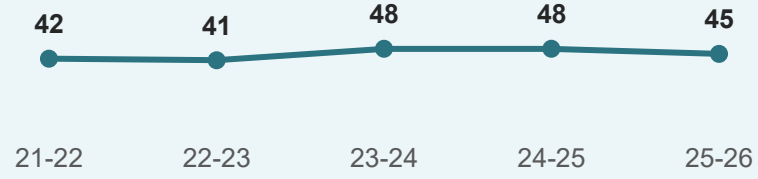
91.4% 319 students
Socioeconomically Disadvantaged



9.5% 33 students
English Learners



13.2% 46 students
Students with Disabilities



92%
Meet a DASS qualifier

Most common: habitually truant (46%), credit deficient (28%), high transiency (6%).
CDE certified DASS school, 2023

Is the school advancing equity and access while serving public purposes?

Student Support and Engagement

SSTI Model: Response to Intervention blended with school counseling supports

Social-Emotional

- Embedded Social-Emotional Learning (SEL) practices and mentoring
- 1:50 counselor-to-student ratio
- Individual emotional and behavioral support

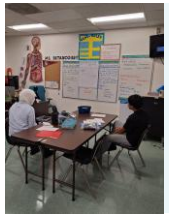
College & Career

- Dual enrollment and early college credit with ACBS
- Career pathways and job shadowing for all
- Industry-aligned course sequences

Academic

- Academic triage tied to postsecondary plans
- Data-driven intervention planning
- Intensive tutoring

Engagement



Expanded Learning
After-school, Saturday, and summer programs



Sports
Expanding based on student surveys



Welcoming Facilities
Clean, safe, engaging learning spaces

Is the school advancing equity and access while serving public purposes?

ELA: CA School Dashboard and Star Reading

CA School Dashboard Points from standard

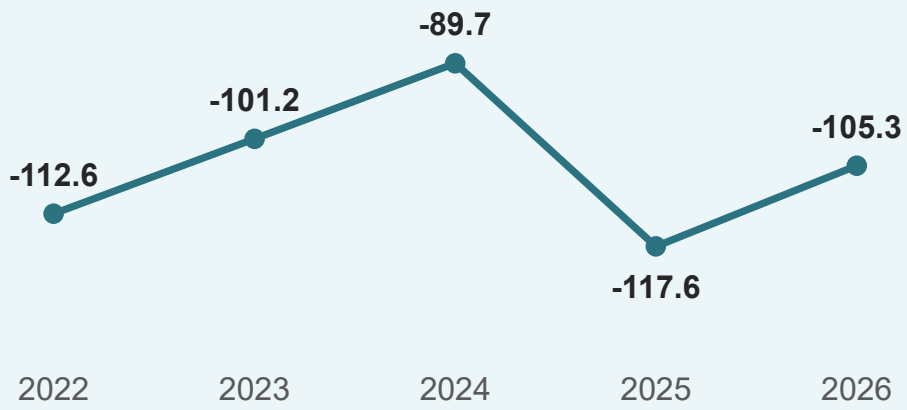
All Students

-105.3

in 2026

Orange

▲ 12.3 pts from 2025



Hispanic or Latino

-106.6 ▲ 9.6 **Orange**



Socioeconomically Disadvantaged

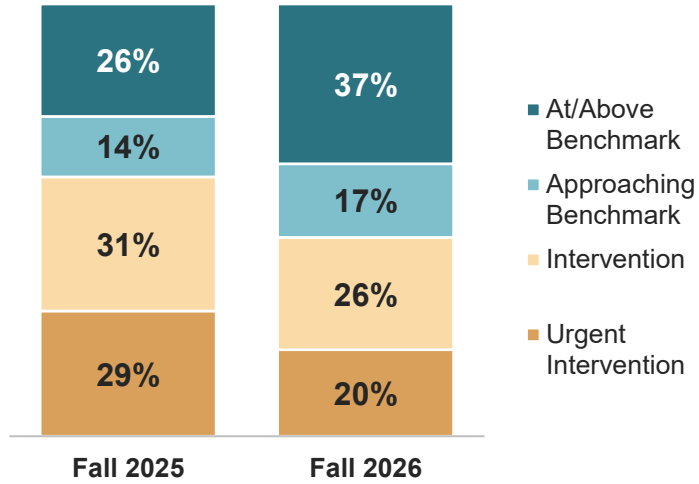
-103.4 ▲ 14.1 **Orange**



Star Reading: Returning Students

26% → 37%

At/Above Benchmark
Same students, Fall 2025 to Fall 2026



All tested, Fall 2026: mean percentile rank 30.6, up from 24.8

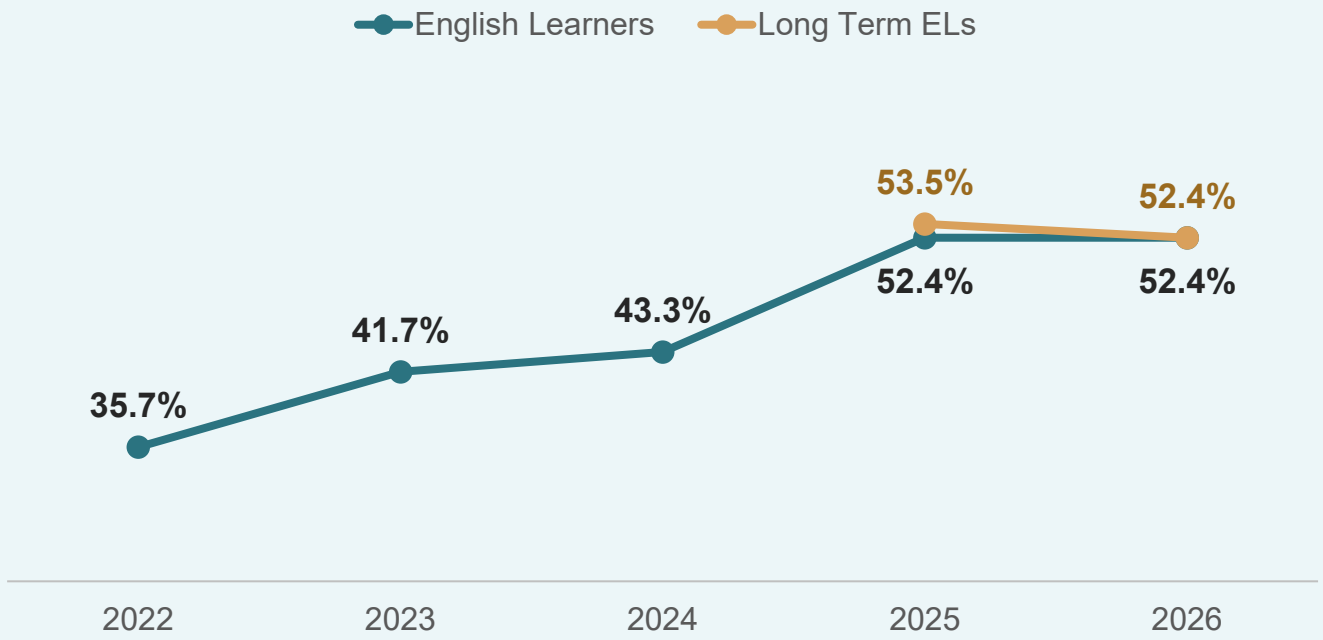
Is the school's educational program successful?

English Learner Progress

CA School Dashboard English Learner Progress Indicator

Woodson, 2022 to 2026

% making progress toward English proficiency

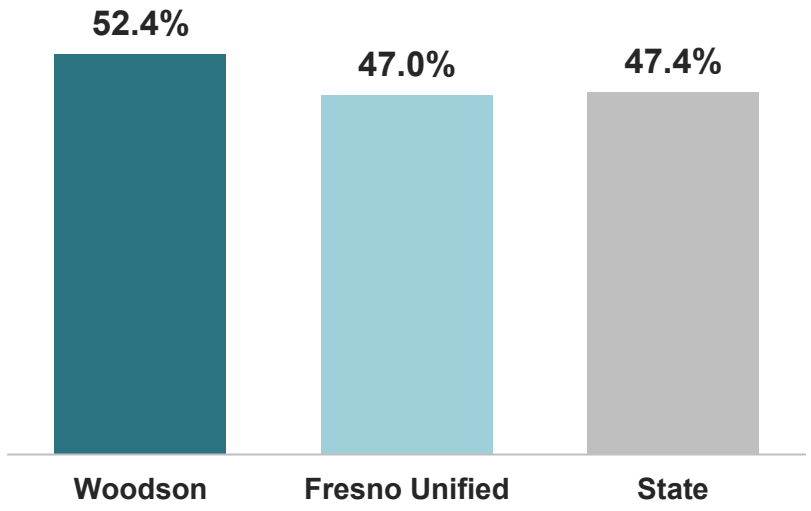


2026 Comparison

English Learners compared with

+5.4 pts Fresno Unified

+5.0 pts State



Is the school's educational program successful?

Math: CA School Dashboard and Star Math

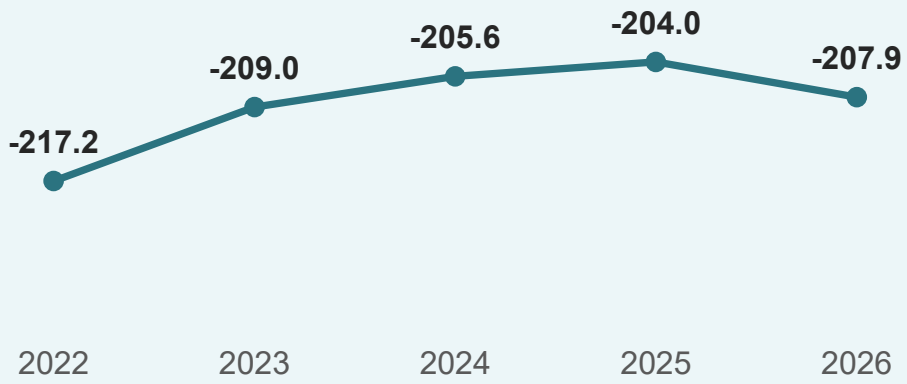
CA School Dashboard Points from standard

All Students

-207.9

in 2026

▼ 3.8 pts from 2025



Hispanic or Latino

-214.6 ▼ 16.0



Socioeconomically Disadvantaged

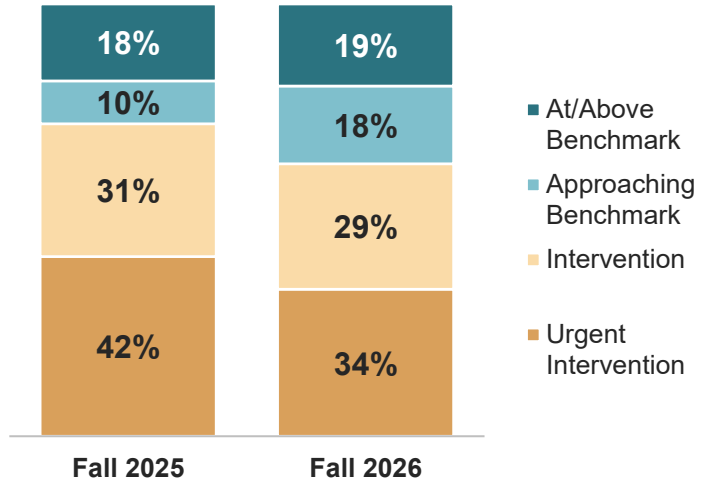
-207.3 ▼ 5.4



Star Assessment: Returning Students

42% → 34%

In Urgent Intervention
Same students, Fall 2025 to Fall 2026



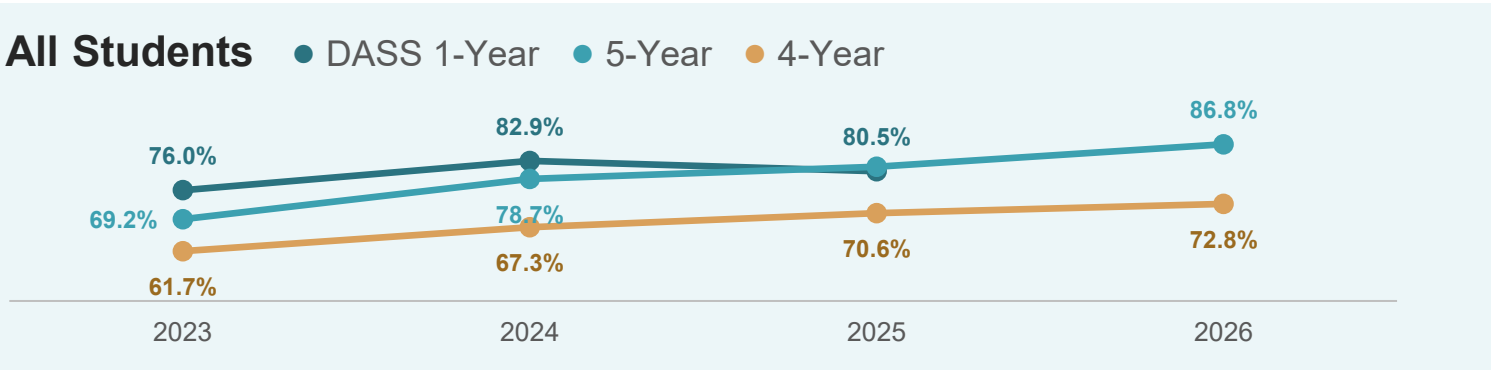
All tested, Fall 2026: mean percentile rank 20.8, up from 18.0

Is the school's educational program successful?

Graduation Rates

Student Group	DASS 1-Year Rate				4-Year Rate				5-Year Rate			
	2023	2024	2025	2026*	2023	2024	2025	2026	2023	2024	2025	2026
All Students	76.0%	82.9%	80.5%	—	61.7%	67.3%	70.6%	**72.8% ▲**	69.2%	78.7%	81.5%	**86.8% ▲**
Socioeconomically Disadvantaged	76.5%	75.9%	82.4%	—	61.4%	67.3%	70.7%	**73.0% ▲**	68.9%	78.7%	81.9%	**86.5% ▲**
Students with Disabilities	93.3%	72.2%	80.0%	—	87.5%	60.0%	83.3%	**88.2% ▲**	87.5%	60.0%	88.9%	**100% ▲**
English Learners	*	64.3%	72.7%	—	*	53.3%	50.0%	**61.5% ▲**	*	60.0%	83.3%	**76.9% ▼**
Hispanic or Latino	77.3%	86.3%	84.3%	—	64.1%	67.7%	73.9%	**77.3% ▲**	73.9%	82.3%	83.0%	**89.3% ▲**
African American	68.4%	76.9%	81.3%	—	61.9%	66.7%	64.3%	**62.5% ▼**	61.9%	25.9%	85.7%	**87.5% ▲**
White	*	76.9%	50.0%	—	53.3%	64.3%	45.5%	*	60.0%	71.4%	54.5%	*

▲ higher than 2025 ▼ lower than 2025 * fewer than 11 students *2026 DASS 1-year rate not yet available



86.8% ▲ 5.3 pts
5-Year Rate, 2026

72.8% ▲ 2.2 pts
4-Year Rate, 2026

Is the school's educational program successful?

College and Career Readiness

College/Career Indicator % of graduates prepared

77.3%

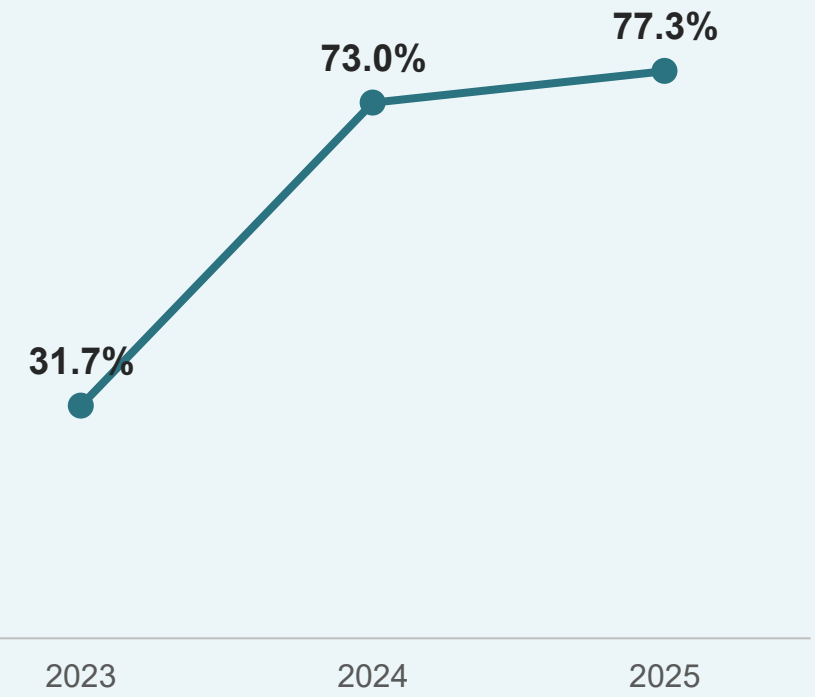
in 2025

Blue

86 graduates via dual enrollment

16 via CTE pathways

76% of 2024-25 graduates in dual enrollment



Career Pathways & CTE

- Two or more CTE courses in a chosen career pathway
- Field-expert instructors and post-secondary curriculum
- Dual enrollment toward certificates and degrees
- Job shadowing in each student's chosen field



Is the school's educational program successful?

Chronic Absenteeism

CA School Dashboard Grades 7-8 only, lower is better

All Students

53.3%

in 2026

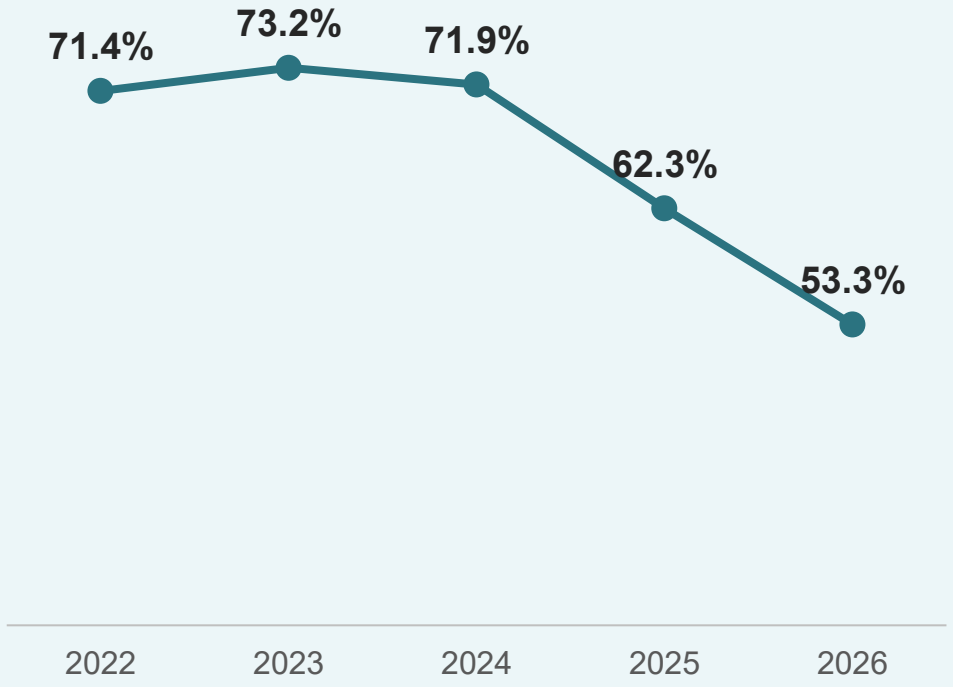
Orange

▼ 8.9 pts

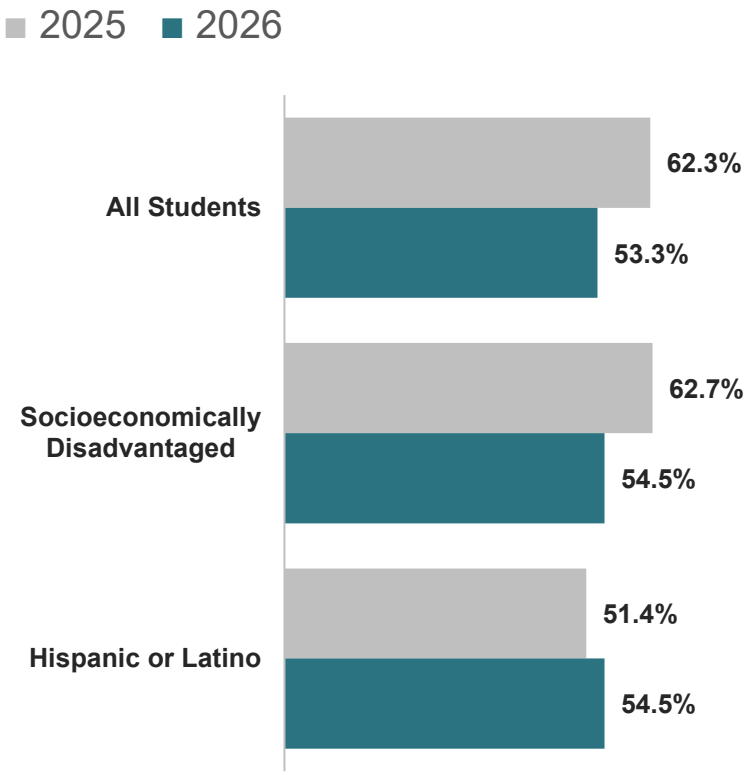
from 62.3% in 2025

33 → 24

students chronically absent



Student Groups



Other groups had fewer than 11 students in grades 7-8.

Is the school's educational program successful?

Governance and Operations

6-Year WASC	Clean Audit	Own SPED LEA	180 Days
Accredited through 2031	No material weaknesses	2 full-time RSP teachers	Met every year, 2021 to 2026

Agape Board of Directors

- Governs the school and supervises the CEO
- Quarterly public meetings under the Brown Act
- Approves the budget, audit, and major contracts
- Annual training; minutes and policies posted online

Community Voice

- School Site Council, Parent Advisory, and ELAC/DELAC
- LCAP adopted after a public hearing on May 14, 2026
- 1,100+ home visits; 96%+ of families reached
- **95%+** of parents agree we prepare their child for college and career

Source: Charter Renewal Petition, Major Accomplishments; Elements D, E, and F; Appendices A, E, and F

Is the school operating and governed effectively?

24 Years of Fiscal Solvency

$2.65M
Fund balance, June 30, 2026

35% 3% required
Of annual expenses

81%
Of revenue from LCFF

A Balanced Budget Every Year Through 2031

Built Conservatively

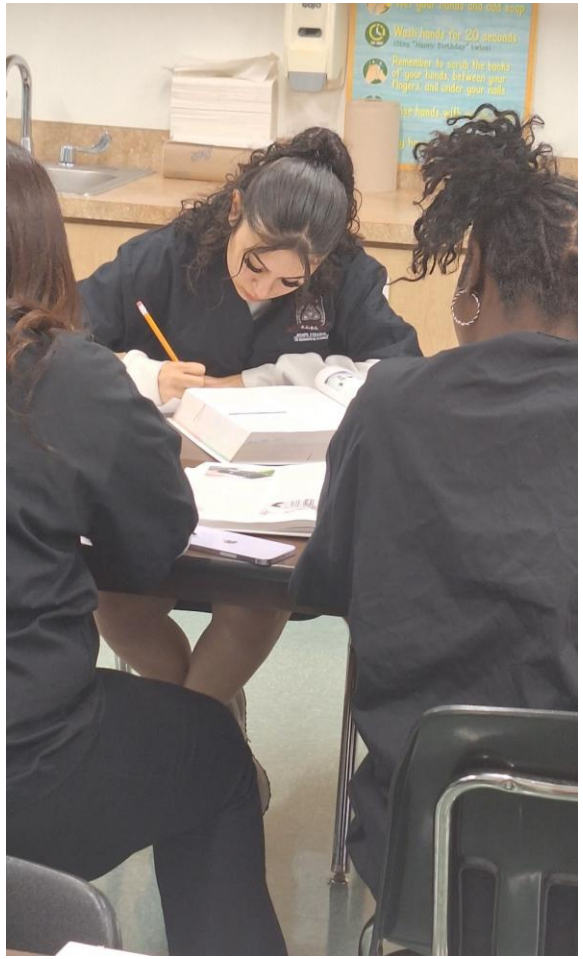
- Enrollment held at 369 and ADA at 350 all five years
- Prepared by David Graves, CPA, using the FCMAT LCFF Calculator
- Operating budget of over $8M

Source: Charter Renewal Petition, Appendix D (Five-Year Budget and Narrative)

Accomplishments and Next Steps

Accomplishments

- **Career Preparation:** CTE pathways add CPR and Microsoft Office certificates.
- **Climate:** Suspension rate fell to 1.6% in 2025, down from 3.8%.
- **A-G Courses:** Offerings now include all subject areas.
- **Student Voice:** Three new after-school clubs created with students.
- **Activities:** Middle school sports league, school-wide cross country, and high school track.



Challenge

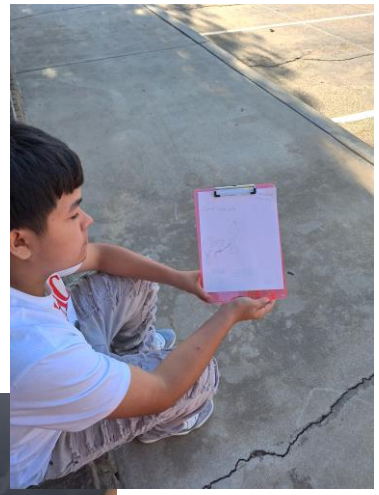
Math and writing proficiency.
Response: small groups, tutoring, and Building Thinking Classrooms.

2027-2032 Plans

- Project-based learning
- Facility updates and repairs
- New CTE pathway
- Wellness clinic
- More A-G courses
- Community engagement

Questions & Comments

Thank You









Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 28, 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 October 14, 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, 

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 28, 2026

ACTION REQUESTED: ADOPT

TITLE AND SUBJECT: Adopt Resolution No. 27-20, Delegating to Designated District Officers the Authority to Perform the Governing Board's Claims-Handling Functions Under the Government Claims Act (Government Code § 935.4) and Confirming Prior Claims-Handling Actions

ITEM DESCRIPTION: Included in the Board material is Resolution No. 27-20 presented for adoption. Government Code section 935.4 permits the Board, by resolution, to authorize District employees to perform the Board's claims-handling functions under the Government Claims Act. The Resolution designates the Superintendent, the Chief Financial Officer, and the Executive Director of Risk Management, and their respective designees, as authorized agents, and specifies the functions delegated — including receiving and processing claims and applications; giving notices that a claim is insufficient (Gov. Code § 910.8) or untimely and returning it (Gov. Code § 911.3); acting on claims by allowing, rejecting, or returning them and giving the required notices (Gov. Code §§ 912.6, 913); acting on applications for leave to present a late claim (Gov. Code §§ 911.6, 911.8); and allowing, compromising, or settling claims up to $50,000. Authority to settle claims above $50,000, and the authority to act directly on any particular claim, are reserved to the Board. The Resolution also ratifies and confirms the designated officers' prior claims-handling actions, to the fullest extent permitted by law.

The Resolution is effective upon adoption on October 28, 2026, and remains in effect until revoked or superseded: the delegation applies to claims and applications presented on or after that date, and the ratification applies to actions taken before that date.

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

PREPARED BY: Executive Director, Stacey Sandoval

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen



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 GOVERNING BOARD OF THE
FRESNO UNIFIED SCHOOL DISTRICT
FRESNO COUNTY, STATE OF CALIFORNIA

Resolution No. 27-20

In the Matter of Delegating to Designated District Officer the Authority To Perform the Governing Board's Claims-Handling Functions

On motion of Trustee_____, seconded by Trustee _____, RESOLUTION NO. 27-20 was adopted as follows:

WHEREAS, the Fresno Unified School District is subject to the Government Claims Act (Gov. Code § 810 et seq.), which governs the presentation of, and action upon, claims for money or damages against the District;

WHEREAS, Government Code section 935.4 authorizes a local public entity, by resolution, to authorize an employee of the entity to perform those functions of the governing board under the Government Claims Act that are prescribed by the entity; and

WHEREAS, the Board desires to delegate, specifically, the claims-handling functions set forth below, and to confirm the designated officers' prior performance of those functions.

BE IT RESOLVED, by the governing Board of the Fresno Unified School District and hereby ordered that the designated officers:

Superintendent
Chief Financial Officer, Business and Financial Services
Executive Director, Risk Management

DRAFT

be authorized to perform the Board's claims-handling functions under the Government Claims Act, including receiving and processing claims and applications; giving notices that a claim is insufficient (Gov. Code § 910.8) or untimely and returning it (Gov. Code § 911.3); acting on claims by allowing, rejecting, or returning them and giving the required notices (Gov. Code §§ 912.6, 913); acting on applications for leave to present a late claim (Gov. Code §§ 911.6, 911.8); and allowing, compromising, or settling claims up to $50,000.

NOW, THEREFORE, BE IT RESOLVED: Authority to settle claims above $50,000, and the authority to act directly on any particular claim, are reserved to the Board. This Resolution also ratifies and confirms the designated officers' prior claims-handling actions, to the fullest extent permitted by law. This ratification confirms that such actions were authorized by the Board.

ADOPTED this October 28, 2026, by the Board of Education of Fresno Unified School District, by the following vote:

Claudia Cazares:	Yes	No	Abstain	Absent
Valerie F. Davis:	Yes	No	Abstain	Absent
Elizabeth Jonasson Rosa:	Yes	No	Abstain	Absent
Keshia Thomas:	Yes	No	Abstain	Absent
Susan Wittrup:	Yes	No	Abstain	Absent
Andy Levine:	Yes	No	Abstain	Absent
Genoveva Islas:	Yes	No	Abstain	Absent

DRAFT

_____ _____

Genoveva Islas, Board President Mao Misty Her, Superintendent

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 28, 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: Andrew Scherrer, Assistant Superintendent

DIVISION: Human Resources

CABINET APPROVAL PHONE: (559) 457-3713

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



BOARD OF EDUCATION

Fresno Unified School District

Date: 10/28/2026

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

- External Hires

1071868	Daniel	Rosemary	Teacher, Autistic, Sdc	Starr Elementary	9/21/2026
1084407	Duarte	Carla	Teacher, Handicapped, Severely	Sequoia Middle School	9/18/2026
1064963	Foster	Roxanne	Specialist, Resource, Sp Ed	Edison High School	9/21/2026
1079376	Gomez	Briana	Specialist, Resource, Sp Ed	Kings Canyon Middle School	9/21/2026

Classified Personnel

- External Hires

1070604	Cuevas	Roseanna	Registrar, Cart	Cart	9/21/2026
1079953	Garcia	Hylenne	Paraprof, Mild/Moderate Support Needs	Balderas Elementary	9/21/2026
1085708	Gonzalez	Brenda	Paraprof, Mild/Moderate Support Needs	Addams Elementary	9/21/2026
1036395	Martinez	Salvador	Assistant, Campus Safety	Ericson Elementary	9/8/2026
1067732	Perez Eligio	Areli	Manager, School Office Elementary	Hidalgo Elementary	9/21/2026
1088506	Phan	Sok	Custodian	Kirk Elementary	9/21/2026
1006960	Quintana	Monique	Lead, After Schl/Ext Day	Wawona Middle School	9/11/2026
1083797	Rojas Lemus	Elissandra	Assistant, Noontime	Ewing Elementary	9/21/2026
1091612	Verduzco	Laura	Assistant, Noontime	Vinland Elementary School	9/21/2026

- Internal Hires

1050271	Chac	Bac	Paraeducator, Autism	Figarden Elementary	9/21/2026
1085856	Garcia	Rudy	Custodian	Baird	9/16/2026
1037535	Her	Houayang	Operator, Swimming Pool	Edison High School	9/16/2026
1088830	Medina	Laila	Paraprof, Mild/Moderate Support Needs	Terronez Middle School	9/11/2026

Management Certificated

- External Hires

1091599	Hiyane	Cy	Psychologist, School	Edison-Computech 7-8	9/21/2026
1080806	Herrera Armenta	Ana	Behavioral Intervention Specialist	Prevention And Intervention	9/15/2026

DISMISSALS

Management Classified

1090246	Garcia	Crystal	Nutritionist	Nutrition Services	9/9/2026

RESIGNATIONS OR RETIREMENTS

Classified Personnel

1089991	Alvarado	Mary	Assistant, Noontime	Norseman Elementary	9/21/2026
1075866	Espino Perez	Rosa	Assistant, Noontime	Greenberg Elementary	9/8/2026
1081743	Gonzalez	Ana	Liaison, Home/School Spanish	Lane Elementary	9/18/2026
1080747	Jones	Annaya	Paraprof, Instructional Asst	Williams Elementary	9/15/2026
1063688	Juarez	Estela	Paraprof, Instructional Asst	Powers Elementary	9/11/2026
1080013	Lor Yang	Phua	Custodian	Sunnyside High School	9/16/2026
1086489	Pimentel Espinoza	David	Paraprof, After Schl/Ext Day	Juan F Herrera Elementary	9/11/2026

1088177	Ramos	Celita	Assistant, Noontime	Aynesworth Elementary	9/11/2026
1061481	Smith	Catilla	Assistant, Noontime	Bullard High School	9/10/2026
1089558	Solis	Madison	Paraprof, Extensive Support Needs	Cooper Middle School	9/21/2026
1090261	Trujillo	Alec	Assistant, Noontime	Fort Miller Middle School	9/11/2026
1090377	Villa Coronado	Jasmine	Assistant, Noontime	Olmos Elementary	9/11/2026
1076981	Wilson	Jammie	Paraprof, Extensive Support Needs	Fresno High School	9/18/2026

Management Classified

1052909	Ichikawa Jansen	Saori	Coordinator II, Tech Supp Serv	Technology Services	9/21/2026
1074791	Khosa	Gurveer	Analyst II, Accounting/Payroll	Payroll Department	10/23/2026

LEAVE REQUESTS

Certificated Personnel

1078942	Bain	Kelsi	Teacher, Elementary	Yokomi Elementary	8/10/2026

Classified Personnel

1025354	Gonzalez	John	Paraeducator, Community Based	Sunnyside High School	8/17/2026
1082831	Iglesias	Roman	Specialist, Tier II Intervention	Prevention And Intervention	8/6/2026
1077595	Lee	Nhia	Assistant, Campus Safety	Hoover High School	8/11/2026
1029504	Xiong	Ma	Paraprof, Instructional Asst	Aynesworth Elementary	9/7/2026

R39-MONTH REEMPLOYMENT RIGHTS

Management Certificated

- Separations

1046933	Sirois	Heidi	Psychologist, School	Powers Elementary	9/10/2026

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 28, 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 October 14, 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

October 14, 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 October 14, 2026, there were present Board Members Cazares, Davis, Islas, Jonasson Rosas, Levine, Thomas, and Wittrup. Superintendent Her was away attending her son's wedding, out of state, and Deputy Superintendent Drati was present and sat at the dais on behalf of Superintendent Her.

For the record, Trustee Thomas participated during Closed Session only, from the teleconference location as follows: The Omni Hotel, 2100 Costa Del Mar Road, Carlsbad, California 92009, and pursuant to Government Code Section 54953 (b) (2) all action taken during this meeting was by roll call vote.

Board President Islas CONVENED the Regular Board Meeting at 4:32 p.m.

PLEDGE OF ALLEGIANCE

Paoze Lee led the Pledge of Allegiance.

For the record, staff pulled agenda item C13, Approve Agreements for Outdoor Education Camps from the agenda, due to unfinished agreements.

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, the Board accepted receipt of two agenda items as follows: A1, Receive Results of Issuance and Sale of Measure H, Series B Bonds and 2026 Refunding Bonds; and A2, Receive, Proposed Revisions for Board Policies.

Board President Islas ADJOURNED the Regular Board Meeting to Closed Session at 4:34 p.m.

Board President Islas RECONVENED the meeting to Open Session at 6:39 p.m.

Reporting Out of Closed Session

Clerk Levine reported the following:

On a motion by Board Member Wittrup, seconded, by Board Member Jonasson Rosas, the Board took action in Closed Session on a Risk Management Settlement for John HJ Doe, Case No. GL23-0823-9499, 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 Davis, seconded, by Board Member Wittrup, the Board took action in Closed Session to deny Minor, Claim No. GL26-0520-18640, 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 Davis, seconded, by Board Member Wittrup, the Board took action in Closed Session to deny Minor, Claim No. GL26-0626-18642, 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. GL26-0824-18645, 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 internally hire Paul Scott to Executive Director, Information Technology, 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.

DRAFT

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 ACCEPT the October 14, 2026, Student Outcomes Monitoring Report

For the record, the Board received zero (0) public requests to speak on agenda item B-1, Discuss and Accept the October 14, 2026, Student Outcomes Monitoring Report.

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

Member Cazares commented on social emotional learning (SEL) and inclusivity and asked how the district can help students align more with special education students on campuses and if there is an opportunity to help students support each other, noting that CASTLE may not have the option but the SEL work may be the place to add. Member Cazares asked if there is a benefit to rolling out data to school sites monthly rather than yearly.

Member Cazares noted that the district is not meeting interim guardrail one of effective staff, commenting that the Board would like staff to complete training before placement into a supervisory position; and asked what staff strategically plan to make sure the district is meeting the guardrail.

Member Wittrup asked staff to talk about the distinction between performance and conduct within the evaluation process. Member Wittrup asked if conduct is reflected in the performance evaluation and asked how the district screens for that; specifically related to staff moving forward.

Member Davis asked if definitions between the California Professional Standards for Educational Leaders and the California Standards for the Teaching Profession have discrepancies. Member Davis asked if there is anything that reflects absences and if employees are accountable, asked if the district tracks employee absences.

Member Jonasson Rosas asked what staff plan to update interims based on what the district is seeing and to make sure the district stays aggressive; are there plans to look at results and at the district's theory of action to see how things align to goals and guardrails the district is trying to achieve, are we confident these are the right interims.

Student Member Maldonado asked how the health and wellness interim guardrail and curriculum will stay up to date with current issues; specifically asking about social media.

Student Member Romero asked if the district considered involving parents in the development of the curriculum; specifically related to the health and wellness guardrail.

Clerk Levine asked staff to post to the district website for public information about the 65% of schools that met the benchmark. Clerk Levine noted that except for DeWolf all other high schools are off track and asked staff if there is a straightforward reason. Clerk Levine asked if staff are confident that the district will reach the goal of 75% by addressing more of the high schools.

Clerk Levine asked if the plan is to keep the effective staff interim goal at 50% or reassess for next year.

President Islas asked staff to share how to accelerate action to receive the desired result within the effective staff guardrail, and what forms of accountability are in place. Requested staff to provide a board communication with data on employees such as level, years of service, gender, ethnicity, residence; noted the reason for the request is the Board often hears comments about the cost for management and administrators compared to other employee groups when balancing the budget.

President Islas commented on the Health and Wellness guardrail; calling out how well implementation at elementary sites is doing; noting it is obvious the district is not doing well at the high school level; commenting that conflicts such as ableism and lack of investment in skill building and helping students embrace diversity and inclusion may be contributing factors. President Islas asked why the difference, and if there is anything staff need the Board to emphasize in terms of expectations of the Board.

DRAFT

Member Cazares asked staff to investigate benefits of the district using Parent Square to help with the work in social emotional learning.

For the record, David Chavez, Jennifer Stacy-Alcantara, and Rita Baharian were available to provide clarity.

On a motion by Board Clerk Levine, seconded by Board Member Cazares, the Board accepted the October 14, 2026, Student Outcomes Monitoring Report, by a roll call vote of 6-0-0-1 as follows: AYES: Student Board Members Maldonado and Romero; Board Members Cazares, Davis, Jonasson Rosas, Wittrup, Clerk Levine, and President Islas. ABSENT: Board Member Thomas

OPPORTUNITY for Public Comment on Consent Agenda Items

For the record, the Board received zero (0) public requests to speak on the Consent Agenda. The individuals' names and summary of topic are as follows:

On a motion by Board Member Jonasson Rosas, seconded by Board Member Davis, the Board approved the Consent Agenda with the exception of agenda item C13 which was pulled from the agenda by staff, and C19 for a trustee recusal, by a roll call vote of 5-0-0-2 as follows: AYES: Student Board Members Maldonado and Romero; Board Members Cazares, Davis, Jonasson Rosas, Clerk Levine, and President Islas. ABSENT: Board Members Thomas and Wittrup.

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 September 23, 2026.

C-2, ADOPT Resolution No. 27-02, Recognizing October 2026 as Cyber Security Awareness Month

ADOPTED as recommended, Resolution No. 27-02.

C-3, ADOPT Resolution No. 27-16, Ordering the Date of the Annual Organizational Meeting
ADOPTED as recommended, Resolution No. 27-16.

C-4, APPROVE Personnel List
APPROVED as recommended, the personnel List, Appendix A, as submitted.

C-5, APPROVE Meeting Minutes
APPROVED as recommended, draft minutes of the Fresno Unified School District Board of Education workshop meeting held September 16, 2026, and the regular meeting held September 23, 2026.

C-6, ADOPT Provisional Internship Permits
ADOPTED as recommended, Provisional Internship Permit recommendations to rehire or hire upon Board adoption.

C-7, ADOPT Deaf and Hard of Hearing Teacher Waiver Request
ADOPTED as recommended, a waiver request for Myra Stephanie Rubio to serve as a Deaf and Hard of Hearing Teacher.

C-8, ADOPT Variable Term Waiver for Bilingual Cross-Cultural Language and Development Authorization
ADOPTED as recommended.

C-9, ADOPT Variable Term Waiver for Cross-Cultural Language and Academic Development Emphasis
ADOPTED as recommended.

C-10, ADOPT Variable Term Waivers for Career Technical Education Credential Holders
ADOPTED as recommended.

C-11, APPROVE Appointments to the Audit Committee
APPROVED as recommended, the appointments of Barbara Thormann and James Stahl to the Fresno Unified School District Audit Committee.

C-12, APPROVE Budget Revision No. 1 for Fiscal Year 2026/27
APPROVED as recommended, Budget Revision No. 1 for Fiscal Year 2026/27.

~~**C-13, APPROVE Agreements for Outdoor Education Camps**~~
PULLED BY STAFF, no action or discussion by the Board on this item.

C-13, APPROVE Agreements for Four Outdoor Education Camps
APPROVED as recommended, agreements for four outdoor education camps as follows: Wonder Valley, Calvin Crest, Sierra Outdoor School, and Mission Springs Camp.

C-14, APPROVE Proposed Revisions to Job Descriptions
APPROVED as recommended, revisions for three job descriptions as follows: Manager I, Special Education Program Coordinator, Manager II, Special Education Program Specialist, and Manager III, Special Education Programs and Services.

C-15, APPROVE Proposed Revisions to the 206/27 Board Monitoring Calendar
APPROVED as recommended.

C-16, APPROVE the 2026/27 Fresno County School Trustees Association General Meetings
APPROVED as recommended.

C-17, RATIFY Agreement with Fresno County Superintendent of Schools – Golden State Pathway Program
RATIFED as recommended, an agreement between Fresno County Superintendent of Schools on behalf of the California Department of Education and the Golden State Pathway Program and Fresno Unified. With this agreement, Fresno Unified will receive reimbursement not to exceed $667,535 for services provided to Career Technical Education students at McLane and Roosevelt High Schools.

C-18, RATIFY Purchase Orders Issued July 01, 2026, through July 31, 2026 – Primary Report
RATIFIED as recommended information on purchase orders issued July 01, 2026, through July 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-19, RATIFY Purchase Orders Issued July 01, 2026, through July 31, 2026 – Supplemental Report
RATIFIED as recommended information on purchase orders issued July 01, 2026, through July 31, 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.

DRAFT

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

> Agenda item C-19 on tonight's Consent Agenda includes purchase orders between Fresno Unified School District and Bulldog Baseball Camps, Bulldog Rugby, California State University, Fresno, California State University, Fresno Foundation, and the California Teaching Fellows Foundation.
>
> 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 July 01, 2026, through July 31, 2026, Supplemental Report, by a roll call vote of 5-0-1-1 as follows: AYES: Student Board Members: Maldonado and Romero; Board Members Cazares, Davis, Jonasson Rosas, Wittrup and President Islas. ABSTENTIONS: Board Member Levine. ABSENT: Board Members Thomas.

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. Cheryl Stowers asked the Board to reaffirm that no federal immigration agent is allowed on campus without a signed judicial warrant.
2. Lourdes Cardenas was not present when called to speak but provided a written statement about concerns related to raids by Immigration and Customs Enforcement.
3. Mariela Fernandez de Vallejo asked Fresno Unified to address in writing policy 6158 and asked the Board to consider using the same instructional procedures as during the COVID Pandemic.

For the record, Board President Islas asked Carlos Castillo, Ed.D., to share information regarding opportunities that could help with parental concerns.

A summary of Dr. Castillo's comments is as follows:

> The district has put together a one-page document which is posted on the Parent University webpage and a larger version will be posted to the district website.

This year the state is allowing for short-term independent study. Which means, if families anticipate absences between one and fifteen days they may take advantage of the independent study at their school sites. If families anticipate longer than fifteen days, they may look into the Farber School of Online Learning grades second through twelfth grade. Although the district cautions that Career Technical Education courses will not be available at Farber Online. There is also the School of Independent Study in nine through twelfth grade if students and families feel like they need longer times.

Additionally, through our Community Schools the district is working quickly to find other resources for families besides just the in-seat educational setting.

4. Jaime Rodriguez shared information about incidents involving his son that happened at his son's school.
5. Emma Flores spoke out on behalf of students, sharing that students are afraid to attend school because of immigration raids. Emma asked the Board to please focus on students, they deserve to feel safe, supported, and able to learn.
6. Brianna Bernabe Tapia shared examples of the fear immigrant families experience when they are afraid of ICE.
7. Gloria Bernabe talked about ICE and how families fear sending their children to school. Every student and family deserves free information.
8. Cristine Gutirrez spoke on behalf of parents and students asking how parents can request information they do not know exists and requested the district to please send the information to parents.

For the record, Board Clerk Levine asked Carlos Castillo, Ed.D., to confirm that information is going out to all sites and to homeschool liaisons.

A summary of Dr. Castillo's comments is as follows:

Dr. Castillo confirmed that staff will actively send out the information to families as well as follow up with home school liaisons and office staff to ensure they have the information needed to address questions.

9. Kristina McIntyre-Holmes echoed comments from parents about short-term independent study and thanked Deputy Superintendent Dr. Drati and Chief of Staff O'Connor for pushing out the information. McIntyre-Holmes reminded the Board of their duties to ensure that policies align with the safety of children, commenting that the Board should have a zero-tolerance policy for drug or alcohol types of violations on the records of district drivers; commented the Board should consider first the safety of students in negotiations and policy development.
10. Olga Valle shared concerns about the lack of easily available information about short-term independent study.

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

Before Board members shared reflections on their shared agreements, Member Jonasson Rosas provided an update on the Board's monitoring report process.

Member Jonasson Rosas provided a note to staff that not all questions should make the Question & Answer (Q&A) list as some of the questions asked were for clarification only, and asked staff to provide the number of trustees turning in questions for the Q&A list.

Member Jonasson Rosas shared that the Board scored 78% in meeting monitoring questions as everyone present took part; noting that the score was lowered by members asking questions about the future rather than past performance as well as some issues with focusing on items in the monitoring report rather than wanting to add to the monitoring report.

Below is a summary of Board member reflections on their shared agreements.

Member Cazares commented that during the goal monitoring process the Board should avoid asking yes or no questions.

Member Cazares shared that this Board stands by the parents and community noting that the last two years have been exceedingly difficult. Member Cazares directed staff to take the recommendations from parents and make the short-term independent study information widely available; and suggested publishing every day over the next weeks; noting that what the district is doing now is not enough if our own staff do not know about it.

President Islas shared reflections tied to respect and civility; noting that the immigrant community is being torn apart and hearing that immigration officials detained ten parents who have children in this district. President Islas shared that these are children experiencing harm and hurt, living in fear sheltering in place, children missing school and robbed of their future. President Islas expressed anger and hurt about what is happening to immigrant families and community; commenting these are the same people who put their lives on the line to feed us during the Pandemic, once called essential and now called criminal.

President Islas assured families that they are not alone and can arrange for short-term independent study and if needed for grades nine through twelve longer-term independent study. President Islas noted that this Board adopted a policy of non-cooperation with ICE and the Board's goal is education not incarceration. President Islas expressed hope that all staff who are listening understand the commitment and policy the Board adopted.

President Islas assured students that their civil rights do not end at the school door, and if they choose to walk out, please be safe. President Islas asked families to organize their papers, and the district is here to help. President Islas commented it is disturbing to hear that there is district staff who are not fully informed, but families have seven Board representatives who are available to help.

D. ADJOURNMENT

Board President Islas ADJOURNED the meeting at 8:17 p.m.

DRAFT

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 28, 2026

ACTION REQUESTED: ADOPT

TITLE AND SUBJECT: Adopt Provisional Internship Permits

ITEM DESCRIPTION: Included in the Board material are Provisional Internship Permit (PIP) recommendations to rehire or hire upon Board adoption.

Site principals recommended to Human Resources that the teachers listed below be rehired or hired in their positions in 2026/27 due to hard-to-fill credential positions.

These individuals are working towards completing the required classes/exams by the end of the 2026/27 school year.

Included for Board consideration and adoption are the recommended PIP hires as follows:

Name	Site	Subject
Meng Xiong	Ayer Elementary	Special Education Mild to Moderate Support Needs (MMSN) and Extensive Support Needs (ESN) Early Childhood Special Education (ECSE)
Angelica Maria Ramirez	Hamilton	Special Education Mild to Moderate Support Needs (MMSN) and Extensive Support Needs (ESN) Early Childhood Special Education (ECSE)

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

PREPARED BY: Andrew Scherrer, Assistant Superintendent

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3713

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

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 28, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve 2026/27 Classified Y-Rated Salary Schedule

ITEM DESCRIPTION: Included in the Board material is the 2026/27 Classified Y-Rated Salary Schedule for approval.

FINANCIAL SUMMARY: Sufficient funds are available in the district budget.

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

Classified Y-rated Hourly Salary Schedule

2026-2027

Effective July 1, 2026

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G30	Paraprof, Early Chldhd Mil/Mod Support Needs	W271	$22.8961	$24.1241	$25.2680	$26.5241	$27.9191
G33	Paraprof, Extensive Support Needs	W267	$24.6821	$25.9796	$27.2774	$28.6029	$30.0681
G40	Paraprof, DHH Oral	W272	$29.3158	$30.8161	$32.3534	$34.0201	$35.7238
	Paraprof, DHH Sign	W273					

Year 2026-2027

Board approved Pending

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 28, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: APPROVE Supplemental Retiree Contract for Amanda A. Speir

ITEM DESCRIPTION: Included in the Board material is a Certificated Retiree Contract between Fresno Unified School District and Amanda A. Speir. Ms. Speir will provide academic support and tutoring services on a part-time basis (.4375 Full-Time Equivalency) at Columbia Elementary to identified students in first through sixth grade.

Amanda Spier is a retired Fresno Unified teacher who taught in our district for over 30 years. During her career, she taught multiple grade levels and trained in reading strategies that focused on reading foundational skills. As a Teacher on Special Assignment at Muir Elementary, she developed and managed the Response to Intervention (RTI) program. She provided professional learning for paraprofessionals and outside vendors and provided small group instruction and managed sitewide data to ensure that students were provided interventions that met their needs. Her skills will be used to help establish RTI protocols at Columbia, manage site data, and provide intervention to students.

Ms. Speir will support Columbia's progress towards achieving District Goals 1 and 2. Goal 1 Early Literacy: The percentage of first graders who are proficient in literacy based on iReady results will increase from 48% in June 2024 to 80% in June 2030. Columbia's first grade students demonstrated 27% proficiency in June 2026. Goal 2 Literacy Intervention: The percentage of third through eighth grade students who are more than one year behind as measured by Smarter Balanced ELA who make more than one year's growth will increase from 30% in June 2024 to 50% by June 2030. Columbia's third through sixth grade students identified as meeting stretch growth was 26% and did not meet the 55% district goal. Ms. Speir will support the implementation of schoolwide RTI program based on literacy data collected using multiple measures and will provide high-quality instruction using a research-based program (University of Florida Literacy Institute) with frequent progress monitoring.

FINANCIAL SUMMARY: Sufficient funds in the estimated amount of $33,569 are available in the Equity Multiplier budget.

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 (Oct 12, 2026 08:02:43 PDT)

Retiree Contract Matrix for October 28, 2026

Retiree	Site	Subject	Term	Not to Exceed Amount	Budget
Amanda A. Speir	Columbia	Certificated Tutor Intervention Support for Students	November 2, 2026 – June 10, 2026	$33,569	060-739A-0095-1110-1000-1110

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 28, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Proposed Revisions for Board Policies

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

1. BP 1312.1 Uniform Complaint Procedures
2. BP 4111 Recruitment and Selection
3. BP 4112.42, 4212.42, 4312.42 Drug and Alcohol Testing for District Drivers
4. BP 4211 Recruitment and Selection
5. BP 4219.21 Code of Ethics (DELETE)
6. BP 4311 Recruitment and Selection
7. BP 4319.21 Code of Ethics (DELETE)

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

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

PREPARED BY: Teresa Plascencia, Executive Director

DIVISION: Constituent Services

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor, Chief of Staff 

COLOR CODES FOR THE REVISION OF BOARD POLICIES/ADMINISTRATIVE REGULATIONS

YELLOW HIGHLIGHT: CSBA Recommended Language

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

PEACH FONT: Subcommittee Recommendation

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

GRAY HIGHLIGHT: New FUSD Policy CSBA Recommended Language

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

GREEN FONT: Legal Mandate/Legal Reference Change

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

BLUE FONT: Clarification or Readability

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

PURPLE FONT: Information Change

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

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

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

DRAFT

Fresno Unified Board Policy (BP) 1312.3
Uniform Complaint Procedures (UCP)

The Governing Board recognizes the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670.

Complaints Subject to the UCP

The district's Uniform Complaint Procedures (UCP) shall be used to investigate and seek to resolve the following complaints regarding the following programs and activities:

1. Accommodations for pregnant and parenting students (Education Code 46015)
2. Adult education programs (Education Code 8500-8538, 52334.7, 52500, 52616.18)
3. After School Education and Safety programs (Education Code 8482-8484.65)
4. Agricultural career technical education (Education Code 52460-52462)
5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)
6. Child care and development programs (Education Code 8200-8488)
7. Compensatory education (Education Code 54400)
8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)
9. Course periods without educational content (Education Code 51228.1-51228.3)
10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, a person's actual or perceived race or ethnicity; ancestry; color; ethnic group identification; nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or related conditions or recovery; and parental, marital, and family status; any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55; or based on the person's association with a person or group with one or more**, or any combination**, of these actual or perceived characteristics (Education Code 200, 210.1, 210.2, **210.3,** 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12926; 5 CCR 4610; 20 USC 1681-1688, 42 USC 2000d-2000d-7)

    Unlawful discrimination includes district sponsorship of any activity or program that promotes discriminatory bias on the basis of race or ethnicity, gender, religion, disability, nationality, sexual orientation, or any other characteristic listed in Education Code 220. (Education Code 51500)

    Additionally, the district is prohibited from discriminating against any person on the basis of sex or gender in the operation, conduct, or administration of community youth athletics programs, or in the allocation of parks and recreation facilities and resources, or school and recreation facilities and resources, that support or enable such programs. (Government Code 53080)

    However, the UCP shall not be used to investigate and resolve employment discrimination complaints. (5 CCR 4611)

11. Educational and graduation requirements for students in foster care, students experiencing homelessness, students from military families, students formerly in a juvenile court school, students who are migratory, and newcomer students (Education Code 48645.7, 48850, 48853, 48853.5, 48911, 48915.5, 49069.5, 51225.1, 51225.2)

12. Every Student Succeeds Act (Education Code 12030, 52059.5, 64000; 20 USC 6301 et seq.)
13. **Instruction,** Instructional Materials**, Staff Development Materials,** and Curriculum~~: Diversity~~ (Education Code 243**, 244, 51500**). A complaint alleging such unlawful discrimination **pursuant to Education Code 243 or 244** may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243, 244)
14. Local control and accountability plan (Education Code 52075)
15. Migrant education (Education Code 54440-54445)
16. Physical education instructional minutes (Education Code 51210, 51222, 51223)
17. Student fees (Education Code 49010-49013)
18. Reasonable accommodations to a lactating student (Education Code 222)
19. Regional occupational centers and programs (Education Code 52300-52334.7)
20. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)
21. **School or athletic team names, mascots, or nicknames (Education Code 221.3, 33315)**
22. ~~21.~~ School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)
23. ~~22.~~ State preschool programs (Education Code 8200-8488, 33315)
24. ~~23.~~ State preschool health and safety issues in license-exempt programs (Education Code 8212)
~~25. School or athletic team names, mascots, or nicknames pursuant to Education Code 221.3~~
~~26.~~ 25. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
~~27.~~ 26. Any other state or federal educational program the SPI or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination, the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

A copy of this UCP complaint policies and procedures document shall be available free of charge and is available on the district's website.

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain record of each UCP complaint and subsequent related actions, including steps taken during the investigations and all information required for compliance with 5 CCR 4631 and 4633.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency for appropriate resolution: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division and the appropriate law enforcement agency. (5 CCR 4611)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)

3. Any complaint alleging that a student, while in an education program or activity was subjected to sexual harassment, as defined in 34 CFR 106.30. Such a complaint shall be addressed through the federal Title IX complaint procedures as specified in AR 5145.71 - Title IX Sexual Harassment Complaint Procedures.

4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Civil Rights Department.

5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200- 3205)

6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)

7. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)

8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, teacher vacancies and misassignments, shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:
EDUCATION CODE
200-2806~~2.4~~ Prohibition of discrimination
18100-18203 School libraries
32221.5 Insurance for athletic team members
32280-32289.6~~5~~ School safety plans
33315 Uniform complaint procedures
33315.5 Uniform complaint procedures; discrimination data collected/posted by CDE
33800-33804 California Office of Civil Rights
35186 Williams uniform complaint procedure
46015 Parental leave for students
48645.7 Juvenile court schools
4885~~03~~-4885~~93.5~~ Foster youth

48900.5 Suspension; other means of correction
48985 Notices to parents/guardians in language other than English
49010-49013 Student Fees
49060-49079 Student records
49069.5 Records of foster youth
49490-49590 Child Nutrition programs
49701 Provisions of the Interstate Compact on Educational Opportunities for Military Children
51204.5 Social sciences ~~Studies~~ instruction; contributions of specified groups
51210 Courses of study grades 1-6
51222 Physical education~~, secondary schools~~
51223 Physical education, elementary schools
51225.1-51225.25 Foster youth, homeless children; former juvenile court school students, newcomer students; course credits; graduation requirements
51226-51226.1 Career technical education
51228.1-51228.3 Course periods without educational content
51500-51501 Prejudices; n~~N~~ondiscriminatory subject matter
52059.5 Statewide system of support
52060-52077 Local control and accountability plan
52075 Complaint for lack of compliance with local control and accountability plan requirements
52300-52462 Career-technical education
52500-52617 Adult schools
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
59000-59300 Special schools and centers
60010 Instructional materials; definition
60040-60052 Requirement for instructional materials
60150-60152 Corrective actions and fiscal penalty for violation of Education Code 244
64000-641001 Consolidated application process; school plan for student achievement
65000-65001 School site councils
8200-8490~~588~~ Child care and development programs
8500-8538 Adult basic education
GOVERNMENT CODE
11135 Prohibition of discrimination
12900-12996 Fair Employment and Housing Act
53080 Prohibition of discrimination on basis of sex or gender; community youth athletics programs
HEALTH AND SAFETY CODE
1596.792 California Child Day Care Act; general provisions and definitions
1596.7925 California Child Day Care Act; health and safety regulations
PENAL CODE
422.55 Hate crime; definition
422.6 Civil rights; crime
CODE OF REGULATIONS, TITLE 2
11023 Harassment and discrimination prevention and correction
CODE OF REGULATIONS, TITLE 5
3200-3205 Special education compliance complaints
4600-4670 Uniform complaint procedures
4660-4687 Uniform complaint procedures and Williams complaints
4690-4694 Complaints regarding health and safety issues in license-exempt preschool programs
4900-4965 Nondiscrimination in elementary and secondary education programs receiving state and federal financial assistance
UNITED STATES CODE, TITLE 20
1221 Application of laws
1232g Family Educational Rights and Privacy Act (FERPA) of 1974
1681-1688 Title IX of the Education Amendments of 1972; discrimination based on sex
6301-6576 Title I Improving the Academic Achievement of the Disadvantaged
6801-7014 Title III language instruction for limited English proficient and immigrant students
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI Civil Rights Act of 1964
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
11431-11435 McKinney-Vento Homeless Assistance Act
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Section 504 designation of responsible employee and adoption of grievances procedures
106.1-106.82 Nondiscrimination on the basis of sex in education programs or activities
106.30 Discrimination on the basis of sex in education programs and activities; definitions
106.44 Recipient's response to sexual harassment
106.45 Grievance proves for formal complaints of sexual harassment
106.8 Designation of coordinator; dissemination of policy, and adoption of grievance procedures
110.25 Notification of nondiscrimination on the basis of age
299.13-299.17 Complaint procedures
COURT DECISIONS
Tennessee v. Cardona (2024) 737 F.Supp.3d 510
Olmstead v. L.C. ex rel. Zimring (1999) 527 U.S. 581
John T.D. v. River Delta Joint Unified School District (2021) WL 5176356

Management Resources:
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025
Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
WEB SITES
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/ocr

revised: March 30, 2005
revised: February 27, 2008
revised: August 22, 2012
revised: February 27, 2013
revised: May 27, 2015
admin reviewed: June 23, 2015
revised: September 9, 2015
revised: June 1, 2016
revised: November 16, 2016
revised: April 11, 2018
revised: June 13, 2018
revised: June 12, 2019
admin reviewed: July 1, 2019
revised: October 16, 2019
revised: December 18, 2019
revised: February 12, 2020
revised: June 17, 2020
revised: June 2, 2021
revised: March 16, 2022
revised: December 13, 2023
revised: February 11, 2026
revised: _____, 2026

Policy Section: 1000 Community Relations

DRAFT

Fresno unified Board Policy (BP) 4111
Recruitment and Selection

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

The Superintendent or designee shall develop recruitment and selection processes, consistent with applicable law, Board policy, and collective bargaining agreements, that are designed to promote fairness and equity so that individuals are selected for employment in the district based on demonstrated knowledge, skills, and competence and in compliance with applicable antidiscrimination laws.

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures and consistent with applicable law, seek to recruit a diverse pool of qualified applicants.

When a vacancy occurs, the Superintendent or designee shall review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. Additionally, the Superintendent or designee shall disseminate job announcements in a manner reasonably designed to reach a broad pool of qualified candidates.

~~The district shall employ the most highly qualified person available for each open position. The Superintendent or designee shall develop recruitment and selection procedures which include:~~
~~1. Assessment of the district's needs to determine those areas where specific skills, knowledge and abilities are lacking.~~
~~2. Development of job descriptions which accurately portray the position including all essential and marginal functions and duties of each position.~~
~~3. Dissemination of vacancy announcements to ensure a wide range of candidates.~~
~~4. Screening procedures which will identify the best possible candidates for interviews.~~
~~5. Interview procedures which will determine the best qualified candidate for recommendation to the Board.~~

When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.3)

~~Staff members involved in the selection process shall recommend only those candidates who meet all qualifications established by law and the Board for a particular position. Nominations for employment shall be based upon appropriate screening devices, interviews, observations, and recommendations from previous employers.~~

~~No inquiry shall be made with regard to the age, sex, race, color, religion, or national origin, medical condition, disability, or sexual orientation of a person seeking employment. Questions regarding disability shall not be asked.~~

The Superintendent shall develop and maintain appropriate hiring procedures to identify qualified candidates who meet district needs. In doing so, an interview committee may be established to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or

demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be treated as confidential to the extent consistent with law.

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4111.1/4211.1/4311.1 - Affirmative Action)
(cf. 4032 - Reasonable Accommodations)

~~District employment practices shall not discriminate against legal noncitizens residents. Inquiries to assure employment eligibility shall be made in accordance with Board policy and administrative regulation.~~

~~(cf. 4111.2/4211.2/4311.2 - Legal Status Requirement)~~

~~No person shall be employed by the Board without the recommendation or endorsement of designee's recommended candidate who may be elected or rejected by the Board. If the Superintendent or designee. The Board shall be presented with the Superintendent or candidate is rejected, the Superintendent or designee shall recommend subsequent candidates until the Board elects someone to fill the position. The Board shall make the final decision on the election of all employees new to the district.~~

~~Following consultation with the Board, the Superintendent has full authority to promote, demote, transfer and reassign management, supervisory and confidential personnel, whether certificated or classified; therefore, consistent with Board Policy 4313.2, the provisions of this policy do not apply to the promotion, demotion, transfer or reassignment of existing management, supervisory or confidential personnel.~~

~~(cf. 4313.2 - Promotion/Demotion/Reassignment)~~

When considering an applicant for a certificated position, the district shall inquire with each district, county office of education (COE), charter school, state special school or diagnostic center operated by the California Department of Education (CDE), or private school that previously employed the applicant as to whether the applicant was the subject of any credible complaints of, substantiated investigations into, or discipline for, egregious misconduct that was reported to the Commission on Teacher Credentialing (CTC). (Education Code 44939.5)

Additionally, when considering an applicant for a classified position, the district shall inquire with each district, COE, charter school, state special school or diagnostic center operated by CDE, or private school that previously employed the applicant as to whether the applicant was the subject of any credible complaints of, substantiated investigations into, or discipline for, egregious misconduct that were used to support a substantiated investigation. (Education Code 44051)

Upon receipt of an inquiry from another district, COE, charter school, state special school or diagnostic center operated by CDE, or private school, in regard to an applicant for employment to that entity, the Superintendent or designee shall disclose to the inquiring entity all relevant information related to any report of egregious misconduct to CTC within its possession in regard to such applicant, including information in the employee's or former employee's personnel file, as specified in Education Code 44051 and 44939.5.

No inquiry shall be made about any information prohibited by state or federal nondiscrimination laws.

The Superintendent or designee shall not inquire, orally or in writing, about an applicant's salary

history information, including compensation and benefits. Additionally, the Superintendent or designee shall not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. (Labor Code 432.3)

The Superintendent or designee shall not require an applicant to have a driver's license unless driving is an essential function of the position or it is otherwise reasonably expected for driving to be a job function for the position and that satisfying the job function using an alternative form of transportation would not be comparable in travel time or cost to the district. (Government Code 12940)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

With Board approval and in accordance with district needs and any applicable collective bargaining agreements, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination ~~on the basis of sex~~
35035 Powers and duties of the superintendent; transfer authority
44051 Noncertificated employees; report of egregious misconduct
44066 Limitations on certification requirement
44259 Teaching credential; exception; designated subjects; minimum requirements
44750 Teacher recruitment resource center
~~44735 Incentive grants for recruiting teachers for low-performing schools~~
~~44740-44741 Personnel Management Assistance Teams~~
~~44750-44754.5 Regional teacher recruitment centers~~
44830-44831 Employment of certificated persons
44858 Age or marital status in certificated positions
44859 Prohibition against certain rules and regulations regarding residency
44939.5 Certificated employees; report of egregious misconduct
45103-4513~~8~~9 Employment (classified employees)
49406 Examination for tuberculosis
~~52051 Academic Performance Index~~
GOVERNMENT CODE
815.2 Liability of public entities and public employees
7920.000-7930.215 California Public Records Act
12900-12996 Fair Employment and Housing Act~~, including:~~
~~12940-12956 Discrimination prohibited; unlawful practices~~
HEALTH AND SAFETY CODE
53570-53574 Teacher Housing Act of 2016
LABOR CODE
432.3 Salary information
UNITED STATES CODE, TITLE 5
552 Freedom of Information Act
UNITED STATES CODE, TITLE 20
1681-1688 Title IX of the Education Amendments of 1972; discrimination based on sex
UNITED STATES CODE, TITLE 8
1324a Unlawful employment of aliens
1324b Unfair immigration related practices
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
~~2000h-2-2000h-6 Title IX, 1972 Education Act Amendments~~
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34
106.51-106.61 Nondiscrimination of the basis of sex in employment in education program or activities
~~Management Resources:~~
~~CSBA PUBLICATIONS~~
~~Maximizing School Board Leadership: Human Resources, 1996~~
WEB SITES
Equal Employment Opportunity Commission: http://www.eeoc.gov
~~Department of Fair Employment and Housing: http://www.dfeh.ca.gov~~
~~CalTeach: http://www.calteach.org~~
Education Job Opportunities Information Network: http://www.edjoin.org
MANAGEMENT RESOURCES
Court Decision C.A. v William S. Hart Union High School District et al. (2012) 138 Cal. Rptr.3d1

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: August 24, 1995 Fresno, California
revised: June 26, 1997
reviewed: April 25, 2001
revised: March 10, 2004
revised: October __, 2026

Policy Section: 4000 Personnel

DRAFT

Fresno Unified Board Policy (BP) 4112.42, 4212.42, 4312.42

Drug and Alcohol Testing for School Bus Drivers

The Governing Board desires to ~~take all possible steps to~~ ensure that district-provided transportation is safe~~ty~~ for ~~district~~ students, staff, and ~~staff~~ the public. To that end, ~~T~~the Superintendent or designee shall establish a drug and alcohol testing program designed to prevent the operation of buses or the performance of other safety-sensitive functions by a driver who is under the influence of drugs or alcohol, including a driver of a school bus, student activity bus, or other school transportation vehicle or ~~for all school bus drivers and~~ any other employee~~s~~ who holds a commercial driver's license which is necessary to perform duties related to ~~their~~ **district** employment. ~~with the district. This program shall be designed to fulfill the requirements of federal law and regulations.~~

(cf. 3542 - School Bus Drivers)
(cf. 4020 - Drug and Alcohol-Free Workplace)

~~Drivers who test positive for alcohol or drugs shall be removed from safety-sensitive functions and subject to disciplinary action up to and including dismissal in accordance with administrative regulations.~~

A driver shall not report for duty or remain on duty when the driver has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when the driver has used any drug listed in 21 CFR 1308.12-1308.15, unless the driver is using the drug under the direction of a physician who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a bus. (49 CFR 382.213)

(cf. 4117.4 - Dismissal)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

In addition, a driver shall not consume alcohol while on duty and/or performing safety-sensitive functions, or for four hours prior to on-duty time. (49 CFR 382.205, 382.207)

Drivers shall submit to drug and alcohol testing as required under federal law and specified in the accompanying administrative regulation. The district's testing program for drivers shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306; 49 CFR 382.301-382.311)

The Board shall contract for testing services upon verifying that the personnel are appropriately qualified and/or certified and that testing procedures conform to federal regulations.

Except as otherwise provided by law, the Superintendent or designee shall not release individual test results or medical information about a driver to a third party without the driver's specific written consent. (49 CFR 40.321)

Consequences Based on Test Results

No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test for a drug or drug metabolite before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver from the Federal Motor Carrier Safety Administration. (49 CFR 40.3, 40.21, 382.107, 382.119)

Any driver for whom the district receives a verified positive drug test result or who is found to have a blood alcohol concentration of 0.04 or higher shall be immediately removed from performing safety-sensitive functions in accordance with 49 CFR 40.23 and 382.211. An alcohol concentration between 0.02 and 0.04 requires temporary removal of the bus driver for a 24-hour period following the test. Any driver who refuses to take a required drug or alcohol test shall not be permitted to perform or continue to perform safety-sensitive functions. (49 CFR 40.23, 382.211)

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV. (Vehicle Code 13376)

A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

Any driver provided with an opportunity to return to a safety-sensitive duty following a violation shall be evaluated by a qualified substance abuse professional and complete the evaluation recommendations before returning to such duty. (49 CFR 40.289)

If the substance abuse professional recommends that further and ongoing services are needed to assist the driver to maintain sobriety or abstinence from drug use, the Superintendent or designee shall require the driver to participate in the recommended services as part of a return-to-duty agreement and shall monitor the driver's compliance. Any drop from a rehabilitation or return-to-duty program or a subsequent positive test result shall be reported to the DMV. (Vehicle Code 13376; 49 CFR 40.285, 40.287, 40.303, 382.605)

Legal Reference:
EDUCATION CODE
35160 Authority of governing boards
VEHICLE CODE
13376 Driver certificates; revocation or suspension
34500 – **34520.5** Applicable vehicles
~~24501.12 Motor carrier definition~~
~~24520 Motor carrier and driver compliance with federal testing requirements~~
UNITED STATES CODE 41
8101-8106 Drug-Free Workplace Act
UNITED STATES CODE, TITLE 49
2717 Alcohol and controlled substances testing (Omnibus Transportation Employee Testing Act of 1991)
31306 Alcohol and drug testing
CODE OF FEDERAL REGULATIONS, TITLE 21
1308.11-1308.15 Controlled substances
CODE OF FEDERAL REGULATIONS, TITLE 49
40.1-40.413 Procedures for Transportation Workplace Drug and Alcohol Testing Programs
382.101-382.727 Controlled Substance and Alcohol Use and Testing
382.205 On-duty Use
382.207 Pre-duty use
382.209 Use following of accident
~~395 Hours of Service of Drivers~~
CODE OF REGULATIONS TITLE 13
1200-1294 Motor carrier safety
1213.1 Placing drivers out of service

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: August 24, 1995 Fresno, California
revised: October 31, 1996
reviewed: April 25, 2001
revised: **October __, 2026**

Policy Section: 4000 Personnel

DRAFT

Fresno Unified Board Policy (BP) 4211
Recruitment and Selection

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district. ~~In order to secure quality personnel, the district shall maintain an effective recruitment program based upon alertness to good candidates, initiative that results in prompt action, and good personnel practices in dealing with applicants.~~

The Superintendent or designee shall ~~determine the personnel needs of the district. He/she shall locate suitable candidates and make recommendations to the Governing Board for employment.~~ develop recruitment and selection processes, consistent with applicable law, Board policy, and collective bargaining agreements, that are designed to promote fairness and equity so that individuals are selected for employment in the district based on demonstrated knowledge, skills, and competence and in compliance with applicable antidiscrimination laws.

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures and consistent with applicable law, seek to recruit a diverse pool of qualified applicants.

~~No inquiry shall be made with regard to the age, sex, race, color, religion, or national origin of a person seeking employment. No inquiry shall be made with regard to a disability. Inquiries may be made regarding an individual's ability to perform essential functions of a position with or without reasonable accommodation.~~

(cf. 4030 - Nondiscrimination in Employment)

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures and consistent with applicable law, seek to recruit a diverse pool of qualified applicants.
~~District employment practices shall not discriminate against authorized aliens. Legally required inquiries to assure employment eligibility status shall be made in accordance with Board policy and administrative regulation.~~

(cf. 4111.2/4211.2/4311.2 - Legal Status Requirement)
(cf. 4111.1/4211.1/4311.1 - Affirmative Action)

When a vacancy occurs, t~~T~~he Superintendent or designee shall ~~ensure that persons nominated for employment meet all qualifications established by law and by the Board.~~ review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. Additionally, the Superintendent or designee shall disseminate job announcements in a manner reasonably designed to reach a broad pool of qualified candidates.

~~*(cf. 4111.1/4211.1/4311.1 - Affirmative Action)*~~
(cf. 4112.4/4212.4/4312.4 - Health Examinations)

When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.3)

The Superintendent shall develop and maintain appropriate hiring procedures to identify qualified candidates who meet district needs. In doing so, an interview committee may be established to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and

recommendations shall be treated as confidential to the extent consistent with law.

When considering an applicant for a certificated position, the district shall inquire with each district, county office of education (COE), charter school, state special school or diagnostic center operated by the California Department of Education (CDE), or private school that previously employed the applicant as to whether the applicant was the subject of any credible complaints of, substantiated investigations into, or discipline for, egregious misconduct that was reported to the Commission on Teacher Credentialing (CTC). (Education Code 44939.5)

Additionally, when considering an applicant for a classified position, the district shall inquire with each district, COE, charter school, state special school or diagnostic center operated by CDE, or private school that previously employed the applicant as to whether the applicant was the subject of any credible complaints of, substantiated investigations into, or discipline for, egregious misconduct that were used to support a substantiated investigation. (Education Code 44051)

Upon receipt of an inquiry from another district, COE, charter school, state special school or diagnostic center operated by CDE, or private school, in regard to an applicant for employment to that entity, the Superintendent or designee shall disclose to the inquiring entity all relevant information related to any report of egregious misconduct to CTC within its possession in regard to such applicant, including information in the employee's or former employee's personnel file, as specified in Education Code 44051 and 44939.5.

No inquiry shall be made about any information prohibited by state or federal nondiscrimination laws.

Unless otherwise provided for in law, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

The Superintendent or designee shall not inquire, orally or in writing, about an applicant's salary history information, including compensation and benefits. Additionally, the Superintendent or designee shall not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. (Labor Code 432.3)

The Superintendent or designee shall not require an applicant to have a driver's license unless driving is an essential function of the position or it is otherwise reasonably expected for driving to be a job function for the position and that satisfying the job function using an alternative form of transportation would not be comparable in travel time or cost to the district. (Government Code 12940)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

With Board approval and in accordance with district needs and any applicable collective bargaining agreements, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

Legal Reference:
EDUCATION CODE
200-261~~1~~2.4 Prohibition of discrimination ~~on the basis of sex~~
35035 Powers and duties of the superintendent; transfer authority
44051 Noncertificated employees; report of egregious misconduct
44066 Limitations on certification requirements
44259 Teaching credential, exception; designated subjects; minimum requirements
44750 Teacher recruitment resource center
44830-44831 Employment of certificated persons
44858 Age or marital status in certificated positions
44859 Prohibition against certain rules and regulations regarding residency
44939.5 Certificated employees; report of egregious misconduct
45103-4513~~8~~9 Employment (classified employees)
49406 ~~Examination for tuberculosis~~**TB risk assessment**
GOVERNMENT CODE
12900-12996 Fair Employment and Housing
7920.000-7930.215 California Public Records Act
815.2 Liability of public entities and public employees
HEALTH AND SAFETY CODE
53570-53574 Teacher Housing Act of 2016
~~CODE OF REGULATIONS, TITLE 5~~
~~30 31 Affirmative Action Employment Programs~~
LABOR CODE
~~1420 Unlawful employment practices~~
432.3 Salary information
UNITED STATES CODE 5
552 Freedom of Information Act
UNITED STATES CODE 8
1324a Unlawful employment of aliens
1324b Unfair immigration related employment practices
UNITED STATES CODE 20
1681-1688 Title IX of the Education Amendments of 1972; discrimination based on sex
UNITED STATES CODE 42
12101-12213 Americans with Disabilities Act
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act **of 1964** as amended ~~by Title IX, Equal Employment~~
CODE OF FEDERAL REGULATIONS 28
Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS 34
106.51-106.61 Nondiscrimination of the basis of sex in employment in education program or activities
~~Opportunity Act IMMIGRATION REFORM AND CONTROL ACT OF 1986~~

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: March 25, 1993 Fresno, California
revised: October __, 2026

Policy Section: 4000 Personnel

CSBA RECOMMENDED DELETION

Code of Ethics
Professional Standards

The Governing Board expects district employees to maintain the highest ethical standards, follow district policies and regulations, and abide by state and federal laws. Employee conduct should enhance the integrity of the district and advance the goals of the educational programs. Each employee should make a commitment to acquire the knowledge and skills necessary to fulfill his/her responsibilities and should focus on his/her contribution to the learning and achievement of district students.

(cf. 0000 - Vision)
(cf. 4112.2 - Certification)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The Board encourages district employees to accept as guiding principles the professional standards and codes of ethics adopted by professional associations to which they may belong.

(cf. 2111 - Superintendent Governance Standards)
(cf. 9005 - Governance Standards)

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: June 25, 1992 Fresno, California
revised: April 29, 2004

DRAFT

Fresno Unified Board Policy (BP) 4311
Recruitment and Selection

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

~~All management level position vacancies shall be filled on a competitive basis.~~ The Superintendent or designee shall develop ~~definitive~~ recruitment and selection ~~criteria procedures~~ processes, consistent with applicable law, Board policy, and collective bargaining agreements, that are designed to promote fairness and equity so that individuals are selected for employment in the district based on demonstrated knowledge, skills, and competence and in compliance with applicable antidiscrimination laws ~~including valid selection~~.

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4111.1/4211.1/4311.1 - Affirmative Action)

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures and consistent with applicable law, seek to recruit a diverse pool of qualified applicants.

When a vacancy occurs, the Superintendent or designee shall review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. Additionally, the Superintendent or designee shall disseminate job announcements in a manner reasonably designed to reach a broad pool of qualified candidates.

When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.3)

The Superintendent shall develop and maintain appropriate hiring procedures to identify qualified candidates who meet district needs. In doing so, an interview committee may be established to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be treated as confidential to the extent consistent with law.

When considering an applicant for a certificated position, the district shall inquire with each district, county office of education (COE), charter school, state special school or diagnostic center operated by the California Department of Education (CDE), or private school that previously employed the applicant as to whether the applicant was the subject of any credible complaints of, substantiated investigations into, or discipline for, egregious misconduct that was reported to the Commission on Teacher Credentialing (CTC). (Education Code 44939.5)

Additionally, when considering an applicant for a classified position, the district shall inquire with each district, COE, charter school, state special school or diagnostic center operated by CDE, or private school that previously employed the applicant as to whether the applicant was the subject of any credible complaints of, substantiated investigations into, or discipline for, egregious misconduct that were used to support a substantiated investigation. (Education Code 44051)

Upon receipt of an inquiry from another district, COE, charter school, state special school or diagnostic center operated by CDE, or private school, in regard to an applicant for employment to that entity, the

Superintendent or designee shall disclose to the inquiring entity all relevant information related to any report of egregious misconduct to CTC within its possession in regard to such applicant, including information in the employee's or former employee's personnel file, as specified in Education Code 44051 and 44939.5.

No inquiry shall be made about any information prohibited by state or federal nondiscrimination laws.

Unless otherwise provided for in law, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954)

The Superintendent or designee shall not inquire, orally or in writing, about an applicant's salary history information, including compensation and benefits. Additionally, the Superintendent or designee shall not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. (Labor Code 432.3)

The Superintendent or designee shall not require an applicant to have a driver's license unless driving is an essential function of the position or it is otherwise reasonably expected for driving to be a job function for the position and that satisfying the job function using an alternative form of transportation would not be comparable in travel time or cost to the district. (Government Code 12940)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

With Board approval and in accordance with district needs and any applicable collective bargaining agreements, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
35035 Powers and duties of the superintendent; transfer authority
44051 Noncertificated employees; report of egregious misconduct
44066 Limitations on certification requirements
44259 Teaching credential, exception; designated subjects; minimum requirements
44750 Teacher recruitment resource center
44830-44831 Employment of certificated persons
44858 Age or marital status in certificated positions
44859 Prohibition against certain rules and regulations regarding residency
44939.5 Certificated employees; report of egregious misconduct
45103-45139 Employment; classified employees
49406 TB risk assessment
GOVERNMENT CODE
12900-12996 Fair Employment and Housing Act
7920.000-7930.215 California Public Records Act

815.2 Liability of public entities and public employees
HEALTH AND SAFETY CODE
53570-53574 Teacher Housing Act of 2016
LABOR CODE
432.3 Salary information
Federal Description
UNITED STATES CODE 20
1681-1688 Title IX of the Education Amendments of 1972; discrimination based on sex
CODE OF FEDERAL REGULATION 28
35.101-35.190 Americans with Disabilities Act
CODE OF FEDERAL REGULATION 34
106.51-106.61 Nondiscrimination on the basis of sex in employment in education program or activities
UNITED STATES CODE 42
12101-12213 Americans with Disabilities Act
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended
UNITED STATES CODE 5
552 Freedom of Information Act
UNITED STATES CODE 8
USC 1324a Unlawful employment of aliens
USC 1324b Unfair immigration related employment practices

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: August 24, 1995 Fresno, California
reviewed: April 25, 2001
Revised October __, 2026

Policy Section: 4000 Personnel

CSBA RECOMMENDED DELETION

Code of Ethics
Professional Standards

The Governing Board expects district employees to maintain the highest ethical standards, follow district policies and regulations, and abide by state and federal laws. Employee conduct should enhance the integrity of the district and advance the goals of the educational programs. Each employee should make a commitment to acquire the knowledge and skills necessary to fulfill his/her responsibilities and should focus on his/her contribution to the learning and achievement of district students.

(cf. 0000 - Vision)
(cf. 4112.2 - Certification)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The Board encourages district employees to accept as guiding principles the professional standards and codes of ethics adopted by professional associations to which they may belong.

(cf. 2111 - Superintendent Governance Standards)
(cf. 9005 - Governance Standards)

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: June 25, 1992 Fresno, California
revised: April 29, 2004

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 28, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Use of Individual Piggyback Contracts

ITEM DESCRIPTION: Included in the Board material and recommended for approval is a list of two piggyback contract for use during 2026/27 for efficient and cost-effective procurement. This is in addition to the piggyback contracts approved by the Board previously, to allow for expedited purchases related to paper goods and packaging supplies, canned and dry food items, cafeteria small wares and disposable products used in providing student meals.

Use of piggyback contracts is allowed under Public Contract Codes 10299 and 20118 and is a procurement best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency. The district has determined that when appropriate, use of piggyback contracts is advantageous and in the best interest of the district to reduce administrative time and expense, provide favorable pricing and/or provide options and flexibility. Approval does not commit the district to purchases or require that any specific contract be utilized. Use of piggybacks allows the district to expedite supplies/materials to meet specific needs quickly or to utilize a different contract if a vendor from an existing contract cannot provide services in a timely manner. All purchases associated with piggyback contracts are presented to the Board for ratification on monthly purchase order reports. The complete contracts are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Estimated annual expenditures for each piggyback contract (if utilized) are indicated on the backup material; funding will be determined on a project-by-project basis.

PREPARED BY Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

PIGGYBACK BACKUP SUPPLEMENTAL LIST
OCTOBER 28, 2026, BOARD MEETING

Supplier and Primary Location		Piggyback Contract Name (and Cooperative Agency Name, if applicable)	Lead Agency	Estimated Annual $	Purpose of Piggyback	Additional Information (pricing structure, examples of items purchasing)
1.	Sysco of Central California	Central Valley Buying Group RFP No. 21-22	Washington Unified School District, CA	$4,500,000	Allows Nutrition Services to purchase paper products and food items at competitive prices for a variety of menu options.	Paper Goods and Packaging Supplies; Canned and Dry Food items.
2.	Veritiv Operating Company	The Keystone Purchasing Network (KPN) Contract: 202301-02	Central Susquehanna Intermediate Unit (CSIU), PA	$750,000	Allows Nutrition Services to purchase disposable products used in providing student meals.	Cafeteria Smallwares and Supplies.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 28, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Agreements with Four Outdoor Education Camps

ITEM DESCRIPTION: Included in the Board material are agreements with four outdoor science camps, allowing our sixth-grade students to attend camp. Agreements are for Camp Oakhurst, Calvin Crest, Green Meadows, and Mission Springs Camp. Currently, we have 94% of our schools reporting their desired camp location, with four sites undecided.

The estimated value of each contract is as follows:

- Camp Oakhurst $125,000
- Calvin Crest $250,000
- Green Meadows $110,000
- Mission Springs Camp $110,000

Sixth-grade science outdoor education provides essential hands-on Science, Technology, Engineering, and Math (STEM) learning and transformative social-emotional development that directly aligns with Fresno Unified School District's Goals and Guardrails. Overnight camp bridges the gap between academic theory and real-world application while providing a foundational community-building environment that helps our students thrive. The overnight camp experience pushes students out of their comfort zones, for many this is their first time being away from home. Science camp fosters early interest in STEM fields, and the hands-on learning experience strengthens critical thinking skills required to meet long-term academic benchmarks. Sixth-grade camp is an opportunity for students to experience regardless of their financial situation, protecting this experience ensures that we do not disproportionately impact or leave behind vulnerable population groups.

FINANCIAL SUMMARY: Sufficient funds in the estimated amount of $595,000 are available in the Student Engagement budget.

PREPARED BY: Armen Torigian, Executive Officer

DIVISION: Student Engagement

CABINET APPROVAL PHONE: (559) 457-3723

CABINET APPROVAL: Deputy Superintendent, Ben Drati, Ed.D.



2309 Tulare Street,
Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

Fresno Unified School District
PURCHASING

Contract Routing Form

Completed Independent Contract Agreement Attached

Contract Number: 395327

Federal Funding Will Not Be Used

Camp Oakhurst Inc	***36611 Mudge Ranch Road , Coarsegold, Ca, 93614***
Vendor Name	***Address***
559-683-6563	**Jeffrey Paisano**
Phone Number	***Vendor Contact***
Term (Duration) From: 10/29/2026 lds	**Through: 5/28/2027**
FUSD Contract Administrator: Armen.Torigian@fresnounified.org	**Extracurricular & Cocurricular**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **030 0173 0725 5899 G006 4000**

Contract Amount: $125,000.00 **Estimated**

Scope of Work Summary: *The* Outdoor *Science Education Program Is Typically A Three-Day, Two-Night Program/Experience. Vendor Will Schedule A Camp Program That Includes Outdoor Science Education, As Well As Activities That Reinforce Leadership Skills, And Peer To Peer And Peer To Adult Positive Relationship Building.*
FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes

Routing Order:

1) Reviewed & approved by **Department:** Armen Torigian

2) Reviewed & approved by **Cabinet Level:** Dr. Ben Drati

3) Vendor Jeffrey H. Paisano
Jeffrey H. Paisano (Oct 10, 2026 15:10:41 PDT)

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

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

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

Routing:BOE Board Date(if applicable): 10/28/2026

Procurement Detail |

This form is a summary sheet for routing purposes only. The agreement begins on Page 3

Fresno Unified School District
PURCHASING

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

GENERAL INFORMATION Contract Number: *395327* Funding: *Federal Funding Will Not Be Used*

School/Department Budget:	**030 0173 0725 5899 G006 4000**
Contractor's Vendor Name:	***Camp Oakhurst Inc***
Contractor's Contact Person:	**Jeffrey Paisano**
Contractor's Title:	***Executive Director***
Contractor's Telephone Number:	**559-683-6563**
Contractor's E-mail:	***Jeffp@Campoakhurst.Org***
Contractor's Address:	***36611 Mudge Ranch Road , Coarsegold, Ca, 93614***

This Independent Contractor Services Agreement is made and entered into effective 10/29/2026 (the "Effective Date") by Fresno Unified School District("District") and ***Camp Oakhurst Inc*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: Will provide an overnight outdoor science education program that will specifically reinforce NGSS, and include language arts, social studies, conservation, and animal habitats while developing leadership skills, and building positive relationships and engagement with students, school staff, and chaperones.

b.) REQUIREMENTS: n/a

c.) SPECIFIC TASKS: n/a

d.) DELIVERABLES AND DELIVERY SCHEDULE: Vendor will provide a deposit invoice prior to camp attendance, and then a final invoice will be provided by the vendor after the school site has completed their camp visit.

e.) NOTICE REGARDING LATE DELIVERY: n/a

f.) PERSONNEL/KEY PERSONNEL: School site certificated employees (classroom teachers), school site classified employees (when required to attend by school site for additional student support), adult chaperones (additional student support who will be fingerprinted by Fresno Unified), camp instructional staff and camp administrative staff (with Fresno Unified employees present).

g.) GENERAL ACCEPTANCE CRITERIA: n/a

h.) LOCATION/HOURS OF WORK: Fresno Unified students, classroom teachers, adult chaperones will visit Camp Oakhurst at 36611 Mudge Ranch Road, Coarsegold CA 93614

Camp dates will vary by school location, and camp dates are scheduled for weekdays during the regular school year.

End of Section I

II. Academic Return on Investment

Situation	Inputs	Outputs		Outcomes (Must be measurable)		
Problem and Need	**Investments** (e.g., equipment, funds, product, services, staff)	**Activities**	**Participants**	**Short-term** (Learning)	**Mid-term** (Change in Behavior or Performance)	**Long-term** (Change in Condition)
		What we do	*Who we reach*	*Expect to see*	*Want to see*	*Hope to see*
Prior to the establishment of the enrichment trip program in 2015, it was estimated that less than 10% of the elementary schools attended camp due to the related costs. The enrichment trip program ensures that all students (regardless of their financial limitations) will have the opportunity to attend sixth grade camp.	We have estimated that this contract to be valued at $110,000 Fiscal 2026 contract costs totalled $87,229 for this vendor. Current reservations are estimated for six schools, and we do not expect to exceed this estimated amount. Transportations costs have not been finalized.	Students will participate in outdoor academic experiences that focus on NGSS. Specifically on science, but also including language arts, social studies, conservation, and animal habitats. Students also will participate in leadership activities and will build positive relationships with other peers and adult chaperones	All students will have the opportunity to participate and attend regardless of financial limitations. Camp gear can be provided to those students who are in need (sleeping bags, toiletries, towels, pillows).	By September 30, 2026 Student Engagement and school sites established parent participation strategy for camp trips. We are looking to increase participation of students attending their camp. An in-house enrichment trip metric was used for Fiscal 26 to tally attendance of students and adults.	Fiscal 2025 showed a participate rate of 86%-88%, and the plan for Fiscal 2026 was to increase this by 2% Our in-house enrichment trip matrix measured these numbers, based on direct contact with the school site before their departure to camp.	By June 2026, Student Engagement had a goal of solidifying student participation rates from 88% to 90%. Fiscal 2026 - five schools chose Camp Oakhurst as their destination, with a participation rate of 72% and 74 total adults. We would like to see an increase of 2% to 74%.

III. STANDARD TERMS AND CONDITIONS

1. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

2. Term. This Agreement shall begin on 10/29/2026, and shall terminate on 5/28/2027. There shall be no extension of the term of the Agreement without express written consent from all Parties.

3. Payment. District agrees to pay Contractor at following rate of $248.00 per Parti cipant, not to exceed $125,000.00. Checks will be made payable to , ***Camp Oakhurst Inc.*** Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 4. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

4. Incidental Expenses. [No] (If Yes, see a-f)
   a. Lodging $0.00 Actual cost. Not to exceed IRS Travel per diem limits **Receipt Required.*
   b. Meals $0.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner **Receipt Required.*
   c. Travel $0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies $0.00 As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 3 and 4a – d): $125,000.00
   f. Other

	Yes	No
5. Employment. Contractor must certify by acknowledgment they are **NOT** a current FUSD employee *(including supplemental/non-perm) (must mark Yes to confirm. If employment relationship exists contact purchasing.)*	◉	○
6. Contractor is a CalPERS or CalSTRS retiree?	○	◉
7. California Residency. Contractor is exempt from nonresident withholding in California	◉	○

8. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form by visiting the Report Fraud, Waste, or Abuse link at the bottom of www.fresnounified.org, or navigating direct to https://ppc.cpa/fresno-unified-fraud-alert-form . The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

9. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

   Contractor's initials JHP _____

10. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at David.Chavez@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15,and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 3 and 4.

12. Confidential Information

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

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days of becoming aware of such confirmed disclosure. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Agreement.

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

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and

iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's

permission destroy the Confidential Information and certify in writing that it has been destroyed.

13. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by Agreement between the Parties.

14. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.

    a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
    b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
    c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million ($2,000,000) dollars per occurrence, four million ($4,000,000) annual aggregate limit.
    a. **Business automobile Liability** Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million ($2,000,000) dollars per occurrence.
    b. **In the event** "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the **abuse and molestation policy** shall be not less than $2,000,000 per claim and $4,000,000 aggregate.
    c. If any of the required policies provide coverage on a claims-made basis then the following shall apply;
        1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work;
        2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after

completion of the contract work;

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

d. **The District shall be named as an additional insured on the policies by separate endorsement.** A Certificate of Insurance and endorsements shall be **attached to this Agreement as proof of insurance.** The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

16. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Agreement, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

17. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

18. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees, who may have unsupervised contact outside of the immediate supervision and control, of the pupil's parent or guardian or a school employee, with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor 's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1.

Fingerprinting required per this contract: Yes

"Fingerprinting Requirements," is expressly understood and agreed to by the Parties hereto:

Contractor's initials JHP JHP District's initials

19. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

20. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

21. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

22. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

23. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and

the terms and conditions hereof may be waived, only by a written instrument signed by the Parties or, in the case of a waiver, by the Party waiving compliance. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Fresno, California.

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

26. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

Contractor: ***Camp Oakhurst Inc***

Name: **Jeffrey Paisano**

Address: ***36611 Mudge Ranch Road , Coarsegold, Ca, 93614***

c: Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

27. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements applicable for the performance of its duties under this agreement and that failure to do shall constitute material breach.

28. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the terms agreed upon by the Parties with respect to its subject matter. It supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written. No evidence of prior or contemporaneous oral agreements or consistent additional terms may be used to contradict, explain, or supplement the terms of this Agreement.

29. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.

30. Execution of Other Documents. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. Board Approval. For contracts in excess of **$100,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

End of Section III

IV. VENDOR REQUESTED SPECIAL TERMS AND CONDITIONS (if applicable). In the event of any conflict or inconsistency between these special terms and conditions and the section III Terms and Conditions, the special terms and conditions shall prevail. District's initials SS

This section amends the above section 15 as follows:

a. The District waives the requirements for the following liability coverage types: automobile

b. Commercial General Liability limits are reduced to $1,000,000 per occurrence, $2,000,000 annual aggregate.

c. Abuse/Molestation Liability limits are reduced to $1,000,000 per occurrence, $2,000,000 annual aggregate.

d. Amendment to the district's insurance requirements have been reduced based on scope of work: Work to be performed on vendor's premises.

End of Section IV

The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" which includes: all terms and conditions of this Agreement, Academic Return on Investment Exhibit, provisions of required forms, any appendix, schedules, or attachments, and all modifications, and amendments.

Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Camp Oakhurst Inc

Jeffrey H. Paisano
Jeffrey H. Paisano (Oct 19, 2026 15:10:41 PDT)

Name:*Jeffrey Paisano , *Title: Executive Director

Oct 19, 2026

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Oct 19, 2026

Date

Contract: 395327 Camp Oakhurst Inc

FUSD Contract Administrator:
Armen.Torigian@fresnounified.org

Attachments

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

2309 Tulare Street,
Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

Fresno Unified School District
PURCHASING

Contract Routing Form

Completed Independent Contract Agreement Attached

Contract Number: 395563

Federal Funding Will Not Be Used

Calvin Crest Camp	***45800 Calvin Crest Rd , Oakhurst, Ca, 93644-9614***
Vendor Name	***Address***
559/772-4040	**Christina Melahn**
Phone Number	***Vendor Contact***
Term (Duration) From: 10/~~15~~29/2026 Idos	**Through: 5/28/2027**
FUSD Contract Administrator: Armen.Torigian@fresnounified.org	**Extracurricular & Cocurricular**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **030 0173 0725 5899 G006 4000**

Contract Amount: $250,000.00 **Estimated**

Scope of Work Summary: *The* Outdoor *Science Education Program/Experience Is Typically A Three-Day, Two-Night Experience. Vendor Will Schedule A Camp Program That Includes Outdoor Science Education, As Well As Activities That Will Reinforce Leadership Skills As Well As Peer To Peer And Peer To Adult Positive Relationship Building.*
FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes

Routing Order:

1) Reviewed & approved by **Department:** Armen Torigian

2) Reviewed & approved by **Cabinet Level:** Dr. Ben Drati

3) Vendor Christina Melahn
Christina Melahn (Sep 29, 2026 09:19:54 PDT)

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

5) Reviewed & approved by **Chief Financial Officer:**
Patrick Jensen (Oct 9, 2026 10:38:47 PDT)

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

Routing:CFO Board Date(if applicable): 8/9/2023

Procurement Detail |

This form is a summary sheet for routing purposes only. The agreement begins on Page 3

Fresno Unified School District
PURCHASING

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

GENERAL INFORMATION Contract Number: *395563* Funding: *Federal Funding Will Not Be Used*

School/Department Budget:	**030 0173 0725 5899 G006 4000**
Contractor's Vendor Name:	***Calvin Crest Camp***
Contractor's Contact Person:	**Christina Melahn**
Contractor's Title:	***Director***
Contractor's Telephone Number:	**559/772-4040**
Contractor's E-mail:	***Christina@Calvincrest.Com***
Contractor's Address:	***45800 Calvin Crest Rd , Oakhurst, Ca, 93644-9614***

This Independent Contractor Services Agreement is made and entered into effective 10/15/2026 (the "Effective Date") by Fresno Unified School District("District") and ***Calvin Crest Camp*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: Vendor will provide an overnight outdoor science education program that will specifically reinforce NGSS, and will include language arts, social studies, conservation, and animal habitats while developing leadership skills, and building positive relationships and engagement with students, school staff, and adult chaperones.

b.) REQUIREMENTS:

c.) SPECIFIC TASKS:

d.) DELIVERABLES AND DELIVERY SCHEDULE: A deposit invoice will be provided from the vendor prior to camp attendance, and a final invoice will be provided for each site after their visit is complete, preferably within 30 days.

e.) NOTICE REGARDING LATE DELIVERY:

f.) PERSONNEL/KEY PERSONNEL: School site certificated employees (classroom teachers, school site classified employees (when necessary for additional student support), adult chaperones who act as cabin leaders (fingerprinted by Fresno Unified), camp instructional staff, and camp administrative staff (with fresno unified employees present)

g.) GENERAL ACCEPTANCE CRITERIA:

h.) LOCATION/HOURS OF WORK: Fresno Unified students, classroom teachers, adult chaperones will visit Calvin Crest Camp at 45800 Calvin Crest Road, Oakhurst CA 93644-9614
Camp dates will vary by school location, and camp dates are during the weekdays (not weekends) during the regular school year.
End of Section I

II. Academic Return on Investment

Situation	Inputs	Outputs		Outcomes (Must be measurable)		
Problem and Need	**Investments** (e.g., equipment, funds, product, services, staff)	**Activities** *What we do*	**Participants** *Who we reach*	**Short-term** (Learning) *Expect to see*	**Mid-term** (Change in Behavior or Performance) *Want to see*	**Long-term** (Change in Condition) *Hope to see*
Prior to the implementation of the enrichment trip program in 2015, it was estimated that less than 10% of the elementary schools attended camp due to the related costs. The enrichment trip program ensures that all students (regardless of their financial limitations) will have the opportunity to attend sixth grade camp.	We have estimated the contract to be valued at $250,000 for Fiscal 2027. In Fiscal 2026 we had eleven schools confirmed, and ten schools attend for a total expense of $248,350. Fiscal 2027 shows ten sites scheduled.	Students will participate in outdoor academic experiences that focus on NGSS. Specifically on science, but also including language arts, social studies, conservation, and animal habitats. Students will also participate in leadership activities and will build positive relationships with other peers and adult chaperones.	All students will have the opportunity to participate and attend regardless of financial limitations. Camp gear can be provided to those students who are in need (sleeping bags, toiletries, towels, pillows).	By September 30, 2026 Student Engagement and school sites established a parent participation strategy for camp trips. We are looking to increase participation of students attending their camp. An in-house enrichment trip metric was used for Fiscal 2026 to tally attendance of students and adults. Phone calls are made by Student Engagement office to school sites on the morning of camp (departure date) to confirm attendance numbers of students and adults.	Fiscal 2025 showed a participation rate of 86% - 88%, and the plan for Fiscal 2026 was to increase this by 2%. Our in-house enrichment trip matrix measured these numbers, based on direct contact with the school site on the morning of their departure for camp.	By June 2026, Student Engagement had a goal of solidifying student participation rates from 88% to 90%. Fiscal 2026 actuals showed eleven schools chose Calvin Crest as their camp, with ten actually attending. The overall attendance rate was 81%. This year the goal will be to achieve 83% attendance rate.

II. Academic Return on Investment

III. STANDARD TERMS AND CONDITIONS

1. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

2. Term. This Agreement shall begin on 10/29/2026, and shall terminate on 5/28/2027. There shall be no extension of the term of the Agreement without express written consent from all Parties.

3. Payment. District agrees to pay Contractor at following rate of $300.00 per Participant, not to exceed $250,000.00. Checks will be made payable to . ***Calvin Crest Camp***. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 4. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

4. Incidental Expenses. **No** (If Yes, see a-f)
   a. Lodging $0.00 Actual cost. Not to exceed IRS Travel per diem limits **Receipt Required.*
   b. Meals $0.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner **Receipt Required.*
   c. Travel $0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies $0.00 As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 3 and 4a – d): $250,000.00
   f. Other

	Yes	No
5. Employment. Contractor must certify by acknowledgment they are **NOT** a current FUSD employee *(including supplemental/non-perm) (must mark Yes to confirm. If employment relationship exists contact purchasing.)*	◉	○
6. Contractor is a CalPERS or CalSTRS retiree?	○	◉
7. California Residency. Contractor is exempt from nonresident withholding in California	○	◉

8. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form by visiting the Report Fraud, Waste, or Abuse link at the bottom of www.fresnounified.org, or navigating direct to https://ppc.cpa/fresno-unified-fraud-alert-form . The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

9. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

   Contractor's initials CM

10. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at David.Chavez@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15,and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 3 and 4.

12. Confidential Information

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

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days of becoming aware of such confirmed disclosure. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Agreement.

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

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and

iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's

permission destroy the Confidential Information and certify in writing that it has been destroyed.

13. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by Agreement between the Parties.

14. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.

    a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
    b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
    c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million ($2,000,000) dollars per occurrence, four million ($4,000,000) annual aggregate limit.
    a. **Business automobile Liability** Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million ($2,000,000) dollars per occurrence.
    b. **In the event** "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the **abuse and molestation policy** shall be not less than $2,000,000 per claim and $4,000,000 aggregate.
    c. If any of the required policies provide coverage on a claims-made basis then the following shall apply;
        1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work;
        2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after

completion of the contract work;

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

d. **The District shall be named as an additional insured on the policies by separate endorsement.** A Certificate of Insurance and endorsements shall be **attached to this Agreement as proof of insurance.** The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

16. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Agreement, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

17. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

18. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees, who may have unsupervised contact outside of the immediate supervision and control, of the pupil's parent or guardian or a school employee, with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor 's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1.

Fingerprinting required per this contract: Yes

"Fingerprinting Requirements," is expressly understood and agreed to by the Parties hereto:

Contractor's initials CM CM District's initials SS

19. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

20. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

21. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

22. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

23. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and

the terms and conditions hereof may be waived, only by a written instrument signed by the Parties or, in the case of a waiver, by the Party waiving compliance. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Fresno, California.

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

26. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

Contractor: ***Calvin Crest Camp***

Name: **Christina Melahn**

Address: ***45800 Calvin Crest Rd , Oakhurst, Ca, 93644-9614***

c: Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

27. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements applicable for the performance of its duties under this agreement and that failure to do shall constitute material breach.

28. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the terms agreed upon by the Parties with respect to its subject matter. It supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written. No evidence of prior or contemporaneous oral agreements or consistent additional terms may be used to contradict, explain, or supplement the terms of this Agreement.

29. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.

30. Execution of Other Documents. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. Board Approval. For contracts in excess of **$100,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

End of Section III

IV. VENDOR REQUESTED SPECIAL TERMS AND CONDITIONS (if applicable). In the event of any conflict or inconsistency between these special terms and conditions and the section III Terms and Conditions, the special terms and conditions shall prevail. District's initials

This section amends the above section 15 as follows:

a. The District waives the requirements for the following liability coverage types: automobile and workers comp.

b. Amendment to the district's insurance requirements have been reduced based on scope of work: Work to be performed on vendor's premises.

End of Section IV

The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" which includes: all terms and conditions of this Agreement, Academic Return on Investment Exhibit, provisions of required forms, any appendix, schedules, or attachments, and all modifications, and amendments.

Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

Patrick Jensen (Oct 9, 2026 10:38:47 PDT)

Patrick Jensen, Chief Financial Officer

Oct 9, 2026

Date

CONTRACTOR

Calvin Crest Camp

Christina Melahn
Christina Melahn (Sep 29, 2026 09:19:54 PDT)

Name:*Christina Melahn , *Title: Director

Sep 29, 2026

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Oct 1, 2026

Date

Contract: 395563 CALVIN CREST CAMP

FUSD Contract Administrator:
Armen.Torigian@fresnounified.org

Attachments



Fresno Unified School District

PURCHASING

4498 N. Brawley
Fresno, CA 93722
559-457-3588

Fresno Unified School District
Board Agenda Item

Board Meeting Date: August 09, 2023

AGENDA ITEM A-18

AGENDA SECTION: A
(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Vendor Designation Per Request for Qualifications 23-30, Curriculum, Instruction and Professional Learning Services

ITEM DESCRIPTION: Included in the Board binders is information on Request for Qualifications (RFQ) 22-30.

On March 22, 2023, the Board approved RFQ 23-30, to provide a pool of qualified vendors in the categories of Curriculum, Professional Learning, Indirect/Direct Student Services, and Professional Learning Initiative Services. The RFQ establishes a list of prequalified vendors that may be used for these services needed throughout the year. The term is three years with two one-year renewal terms and will begin August 10, 2023.

These current vendor designations result from additional vendor proposals occurring after the initial vendor designations in March 2023. All vendor designations are consistent with the evaluation and selection process set forth in the RFQ. Approval of these additional vendors will not impact the anticipated project cost of more than the $7,994,353 for the Curriculum, Instruction and Professional Learning department submitted to the Board on March 22, 2023.

In the curriculum category, 58 qualified vendors had bids ranging from $150,000 to $4,648,000.
In the professional learning category, 60 qualified vendors had bids ranging from $81,000 to $3,525,000.
In the indirect/direct student services category, 33 qualified vendors had bids ranging from $109,300 to $1,200,000.
In the prersonalized learning initiative category one qualified vendor had a $350,000 bid.

Purchase orders for services provided by approved vendors are presented to the Board for ratification on monthly reports. The RFQ, vendor proposals and scoring matrix are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Funding is available in the Curriculum, Instruction, and Professional Learning Fund and site budgets.

PREPARED BY: Marie Williams Ed.D., Instructional Superintendent & Pam Taylor, Administrator

DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

CABINET APPROVAL: Natasha Baker Ed.D., Chief Academic Officer

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.

FRESNO UNIFIED SCHOOL DISTRICT LIST OF
QUALIFIED VENDORS
RFQ No. 23-30, CURRICULUM, INSTRUCTION AND PROFESSIONAL LEARNING SERVICES

RFQ 23-30: Category A - Curriculum

Accelerate Learning, Inc. (Houston, Texas)
AdaptEd Partners, LLC (Sacramento, California)
Anatomage, Inc. (Santa Clara, California)
Art Reach Consulting (Carson, California)
Barobo, Inc. (Davis, California)
Bloom Software, dba Thrively, Inc. (Glendale, California)
Calvin Crest (Oakhurst, California)
Carnegie Learning, Inc. (Pittsburgh, Pennsylvania)
Cengage Learning, Inc. (Mason, Ohio)
Cielo Creative Studio (Los Angeles, California)
Civic Education Center, Inc. (Fresno, California)
Community Responsive Education (Oakland, California)
Curriculum Associates, LLC (North Billerica, Massachusetts)
Davis Education, Inc. (Los Angeles, California)
Edmentum, Inc. (Bloomington, Minnesota)
Fork Farms, LLC (Green Bay, Wisconsin)
Fresno County Historical Society (Fresno, California)
Gravitas Publications, Inc. (Albuquerque, New Mexico)
Great Minds PBC (Washington, District of Columbia)
Grid Alternatives (Fresno, California)
Holt Legacy Consulting, LLC (Belleville, Michigan)
Houghton Mifflin Harcourt Publishing Company (Geneva, Illinois)
J & D Mind Builders, Inc. (Clovis, California)
Jenny Banh (Fresno, California)
Jigsaw Learning, LLC dba TeachTown (Woburn, Massahusetts)
Josh Shipp Productions, LLC, dba Top Youth Speakers (Morgan Hill, California)
Kemba Educational LLC (Philadelphia, Pennsylvania)
Khepera Curriculum Group (Vallejo, California)
MT Library Services Inc. dba Junior Library Guild (Plain City, Ohio)
Museum of Science (Boston, Massachusetts)
Newsela, Inc. (New York, New York)
NextGenMath, LLC (Los Alamitos, California)
No Tears Learning, Inc., dba Learning Without Tears (Gaithersburg, Maryland)
NS4ed, LLC (Maryville, Tennessee)
ORIGO Education Inc. (Earth City, Missouri)
Pacific OneSource, Inc. dba STS Education (Simi Valley, California)
Quiq Labs LLC (Fresno, California)
Renaissance Learning, Inc. (Wisconsin Rapids, Wisconsin)
Renzulli Learning, LLC (New Haven, Connecticut)
School Yard Rap (Fresno, California)
SchoolsPLP, LLC (Phoenix, Arizona)
Science is Elementary (Mountain View, California)
SpecialNeedsWare, Inc. dba Ori Learning (Chatham, New Jersey)
Springboard Collaborative (Philadelphia, Pennsylvania)

STEMulate Learning (Westminster, California)
Subject Technologies, Inc. (Beverly Hills, California)
The Emancipated, LLC (Alameda, California)
The Positivity Project, LLC (Savannah, Georgia)
Thinking Nation Corp. (Northridge, California)
Tutor Me LA LLC dba Tutor Me Education (Los Angeles, California)
Ty Allan Jackson LLC (Pittsfield, Massachusetts)
UC Davis C-STEM Center (Davis, California)
Uncharted Learning, NFP (Barrington, Illinois)
Valley Marketing Institute LLC (Dublin, California)
Waterford Research Institute (Taylorsville, Utah)
WestEd (San Francisco, California)
Wilson Language Training Corporation (Oxford, Massachusetts)
Winward Academy (San Diego, California)

RFQ 23-30: Category B – Professional Learning
Accelerate Learning, Inc. (Houston, Texas)
AdaptEd Partners, LLC (Sacramento, California)
Art Reach Consulting (Carson, California)
Bloom Software dba Thrively, Inc. (Glendale, California)
Carnegie Learning, Inc. (Pittsburgh, Pennsylvania)
Civic Education Center, Inc. (Fresno, California)
Community Responsive Education (Oakland, California)
Corwin Press, Inc. (Thousand Oaks, California)
Davis Education, Inc. (Los Angeles, California)
Designing Learning Inc. (San Francisco, California)
Directed Analytics Inc. (Baton Rouge, Louisianna)
Dynamic Education Consulting (El Sobrante, California)
Edmentum, Inc. (Bloomington, Minnesota)
Family Foundation Counseling Services (Fresno, California)
Focus 5, Inc. (Wildwood, Florida)
Great Minds PBC (Washington, District of Columbia)
Holt Legacy Consulting, LLC (Belleville, Michigan)
Houghton Mifflin Harcourt Publishing Company
Imagine Learning, LLC (Scottsdale, Arizona)
IMAGO (Fresno, California)
IXL Learning, LLC (San Mateo, California)
Jenny Banh (Fresno, California)
Jigsaw Learning, LLC, dba TeachTown (Woburn, Massahusetts)
Josh Shipp Productions, LLC dba Top Youth Speakers (Morgan Hill, California)
K12 Insight, LLC (Herndon, Virginia)
Kemba Educational LLC (Philadelphia, Pennsylvania)
Khepera Curriculum Group (Vallejo, California)
Kickup Inc. (Claymont, Delaware)
Lakeshore Learning Materials, LLC (Carson, California)

Leading Educators, Inc. (New Orleans, Louisiana)
Learner-Center Collaborative (San Francisco, California)
Learning Ally, Inc. (Princeton, New Jersey)
Learning A-Z, LLC (Dallas, Texas)
Lexia Learning Systems, LLC (Concord, Massachusetts)
LH Consulting (Fresno, California)
MIND Education (Irvine, California)
Museum of Science (Boston, Massachusetts)
Nancy Akhavan Consulting, Inc. (Fresno, California)
New Leaders, Inc. (New York, New York)
Newsela, Inc. (New York, New York)
NextGenMath, LLC (Los Alamitos, California)
No Tears Learning, Inc., dba Learning Without Tears (Gaithersburg, Maryland)
Pacific OneSource, Inc. dba STS Education (Simi Valley, California)
Patricia D. Lopez Consulting (Visalia, California)
Renzulli Learning, LLC (New Haven, Connecticut)
Ronique Bryan (Houston, Texas)
School Yard Rap (Fresno, California)
SchoolsPLP, LLC (Phoenix, Arizona)
Science is Elementary (Mountain View, California)
Smallify LLC (Menlo Park, California)
Springboard Collaborative (Philadelphia, Pennsylvania)
STEMulate Learning (Westminster, California)
The Discover Center (Fresno, California)
The Emancipated, LLC (Alameda, California)
The Positivity Project, LLC (Savannah, Georgia)
The Write Tools, LLC (Centennial, Colorado)
Thinking Nation Corp. (Northridge, California)
UC Davis C-STEM Center (Davis, California)
Uncharted Learning, NFP (Barrington, Illinois)
Wilson Language Training Corporation (Oxford, Massachusetts)

RFQ 23-30: Category C – Indirect/Direct Student Services
AdaptEd Partners, LLC (Sacramento, California)
Bay Area Education Support Systems, dba Sylvan Learning (Piedmont, California)
California Teaching Fellows Foundation (Fresno, California)
Carnegie Learning, Inc. (Pittsburgh, Pennsylvania)
Central Valley Music Therapist (Madera, California)
Civic Education Center, Inc. (Fresno, California)
Community Responsive Education (Oakland, California)
Davis Education, Inc. (Los Angeles, California)
Edmentum, Inc. (Bloomington, Minnesota)
Family Foundation Counseling Services (Fresno, California)
Focus 5, Inc. (Wildwood, Florida)
Grid Alternatives (Fresno, California)

FRESNO UNIFIED SCHOOL DISTRICT LIST OF
QUALIFIED VENDORS (continued)
RFQ NO. 23-30, CURRICULUM, INSTRUCTION AND PROFESSIONAL LEARNING SERVICES

Holdco, LLC dba TutorMe (El Segundo, California)
Holt Legacy Consulting, LLC (Belleville, Michigan)
J & D Mind Builders, Inc. (Clovis, California)
Jenny Banh (Fresno, California)
Jigsaw Learning, LLC dba TeachTown (Woburn, Massahusetts)
Josh Shipp Productions LLC dba Top Youth Speakers (Morgan Hill, California)
Kemba Educational LLC (Philadelphia, Pennsylvania)
Khepera Curriculum Group (Vallejo, California)
Newsela, Inc. (New York, New York)
Quiq Labs LLC (Fresno, California)
Reading & Math, Inc. dba Ampact (Minneapolis, Minnesota)
School Yard Rap (Fresno, California)
Springboard Collaborative (Philadelphia, Pennsylvania)
STEMulate Learning (Westminster, California)
The Discover Center (Fresno, California)
The Emancipated, LLC (Alameda, California)
The Pi Shop (Fresno, California)
The Stepping Stones Group, LLC (Chicago, Illinois)
Thinking Nation Corp. (Northridge, California)
Tutor Me LA LLC dba Tutor Me Education (Los Angeles, California)
Uncharted Learning, NFP (Barrington, Illinois)

The project consists of the installation of permanent walls in existing rooms at Ahwahnee and Fort Miller Middle Schools to provide confidential spaces for student support. Staff recommend award to the lowest responsive, responsible bidder: Better Enterprises, Inc. (Fresno, California) $ 793,082. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $793,082 are available in the Elementary and Secondary School Emergency Relief III Budget. Contact person: Paul Idsvoog, telephone 457-3134.

A-18, APPROVE Vendor Designation Per Request for Qualifications 23-30, Curriculum, Instruction and Professional Learning Services

Included in the Board binders is information on Request for Qualifications (RFQ) 22-30. On March 22, 2023, the Board approved RFQ 22-30, to provide a pool of qualified vendors in the categories of Curriculum, Professional Learning, Indirect/Direct Student Services, and Professional Learning Initiative Services. The RFQ establishes a list of prequalified vendors that may be used for these services needed throughout the year. The term is three years with two one-year renewal terms and will begin August 10, 2023. These current vendor designations result from additional vendor proposals occurring after the initial vendor designations in March 2023, all consistent with the vendor evaluation and selection process set forth in the RFQ, in order to meet the demands and size of scope of the programs. The Superintendent recommends approval. Fiscal impact: Funding is available in the Curriculum, Instruction, and Professional Learning Fund and site budgets. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-19, APPROVE Proposed Revisions for Board Bylaws

Included in the Board binders are proposed revisions for five Board Bylaws (BB), one Administrative Regulation (AR) and one Exhibits (E) as follows:

- BB 9224 Oath or Affirmation (NEW)
- BB 9311 Board Policies
- E 9320 Meetings and Notices (DELETE)
- BB 9321 Closed Session Purpose and Agendas
- BB 9321.1 Closed Session Conduct and Reports (DELETE)
- AR 9322 Agenda/Meeting Materials (DELETE)
- BB 9324 Minutes and Recordings

These revisions meet the California School Boards Association recommendations and best practices. The Board President recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

2309 Tulare Street,
Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

Fresno Unified School District
PURCHASING

Contract Routing Form

Completed Independent Contract Agreement Attached

Contract Number: 395666

Federal Funding Will Not Be Used

Merced Co.Office Of Ed	***Green Meadows Outdoor School P.O. Box 69, Fish Camp, Ca, 93623-0069***
Vendor Name	***Address***
559/642-0122	**Laura Andrews**
Phone Number	***Vendor Contact***
Term (Duration) From: 10/29/2026	**Through: 5/28/2027**
FUSD Contract Administrator: Armen.Torigian@fresnounified.org	**Extracurricular & Cocurricular**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) 030 0173 0725 5899 G006 4000

Contract Amount: $110,000.00 **Estimated**

Scope of Work Summary: *The* Outdoor *Science Education Program Is Typically A Three-Day, Two-Night Program/Experience. Vendor Will Schedule A Camp Program That Includes Outdoor Science Education, As Well As Activities That Reinforce Leadership Skills As Well As Peer To Peer And Peer To Adult Positive Relationship Building.*
FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes

Routing Order:

1) Reviewed & approved by **Department:** Armen Torigian

2) Reviewed & approved by **Cabinet Level:** Dr. Ben Drati

3) Vendor Laura Andrews

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

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

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

Routing:BOE Board Date(if applicable): 10/28/2026

Procurement Detail |

This form is a summary sheet for routing purposes only. The agreement begins on Page 3

Fresno Unified School District
PURCHASING

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

GENERAL INFORMATION Contract Number: *395666* Funding: *Federal Funding Will Not Be Used*

School/Department Budget:	**030 0173 0725 5899 G006 4000**
Contractor's Vendor Name:	***Merced Co.Office Of Ed***
Contractor's Contact Person:	**Laura Andrews**
Contractor's Title:	***Asst Supt, Educational Services***
Contractor's Telephone Number:	**559/642-0122**
Contractor's E-mail:	***Landrews@Mcoe.Org***
Contractor's Address:	***Green Meadows Outdoor School P.O. Box 69, Fish Camp, Ca, 93623-0069***

This Independent Contractor Services Agreement is made and entered into effective 10/29/2026 (the "Effective Date") by Fresno Unified School District("District") and , ***Merced Co.Office Of Ed*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: Will provide an overnight outdoor science education program that will specifically reinforce NGSS, and include Language Arts, social studies, conservation, and animal habitats while developing leadership skills, and building positive relationships and engagement with students, school staff and chaperones.

b.) REQUIREMENTS:

c.) SPECIFIC TASKS:

d.) DELIVERABLES AND DELIVERY SCHEDULE: A deposit invoice will be provided by the vendor prior to camp attendance; a final invoice will be sent by the vendor after the school site completes their camp visit.

e.) NOTICE REGARDING LATE DELIVERY:

f.) PERSONNEL/KEY PERSONNEL: School site certificated employees (classroom teachers), school site classified employees (when necessary for additional student support), chaperones who act as cabin leaders (cleared by Fresno Unified), camp instructional staff anc camp administrative staff (with fresno unified employees present)

g.) GENERAL ACCEPTANCE CRITERIA:

h.) LOCATION/HOURS OF WORK: Fresno Unified students, classroom teachers, chaperones will visit Merced County Office of Education, Green Meadows outdoor school, 7798 White Chief Mountain Rd, Fish Camp CA

Camp dates will vary by school location, and camp dates are during the weekdays (not weekends) during the regular school year.

End of Section I

II. Academic Return on Investment

Situation	*Inputs*	*Outputs*		*Outcomes* (*Must be measurable*)		
Problem and Need	***Investments*** *(e.g., equipment, funds, product, services, staff)*	***Activities*** *What we do*	***Participants*** *Who we reach*	***Short-term*** *(Learning)* *Expect to see*	***Mid-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
Prior to the establishment of the enrichment trip program in2015, it was estimated that less than 10% of the elementary schools sixth graders attended camp due to the related costs. The enrichment trip program ensures that all students (regardless of their financial limitations) will have the opportunity to attend sixth grade camp.	We have estimated the contract to be valued at $110,000. Fiscal 2026 contract expenses were $125,874 (with 6 sites scheduled). Currently, three sites have chosen Green Meadows as their camp for the 2027 school year. Transportation costs have not been finalized.	Students will participate in outdoor academic experiences that focus on NGSS. Specifically on science, but also including language arts, social studies, conservation, and animal habitats. Students will also participate in leadership activities and will build positive relationships with other peers and adult chaperones.	All students will have the opportunity to participate and attend regardless of financial limitations. Camp gear can be provided to those students who are in need (sleeping bags, toiletries, towels, pillows).	By September 30, 2026 Student Engagement and school sites established a parent participation strategy for camp trips. We are looking to increase participation of students attending their camp. An in-house trip metric was used for Fiscal 26 to tally attendance of students and adults.	Fiscal 2025 showed a participation rate of 86%-88% and the plan for Fiscal 2026 was to increase this by 2%. Our in-house enrichment trip matrix measured these numbers, based on direct contact with school sites on the morning of their departure to camp.	By June 2026, student engagement had a goal of solidifying student participation rates from 88% to 90%. Fiscal 2026 showed six sites planning to attend Camp Green Meadows, only five attended with a student attendance rate of 64%. we had a total of 47 adults attend. The plan for Fiscal 2027 is an attendance rate of 66% (2% increase minimum).

III. STANDARD TERMS AND CONDITIONS

1. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

2. Term. This Agreement shall begin on 10/29/2026, and shall terminate on 5/28/2027. There shall be no extension of the term of the Agreement without express written consent from all Parties.

3. Payment. District agrees to pay Contractor at following rate of $352.00 per Student, not to exceed $110,000.00. Checks will be made payable to ***Merced Co.Office Of Ed***. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 4. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

4. Incidental Expenses. **No** (If Yes, see a-f)
   a. Lodging $0.00 Actual cost. Not to exceed IRS Travel per diem limits **Receipt Required.*
   b. Meals $0.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner **Receipt Required.*
   c. Travel $0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies $0.00 As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 3 and 4a – d): $110,000.00
   f. Other

	Yes	No
5. Employment. Contractor must certify by acknowledgment they are **NOT** a current FUSD employee *(including supplemental/non-perm)* ***(must mark Yes to confirm. If employment relationship exists contact purchasing.)***	○	◉
6. Contractor is a CalPERS or CalSTRS retiree?	○	◉
7. California Residency. Contractor is exempt from nonresident withholding in California	○	◉

8. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form by visiting the Report Fraud, Waste, or Abuse link at the bottom of www.fresnounified.org, or navigating direct to https://ppc.cpa/fresno-unified-fraud-alert-form . The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

9. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

   Contractor's initials LA LA _____

10. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at David.Chavez@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15,and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 3 and 4.

12. Confidential Information

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

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days of becoming aware of such confirmed disclosure. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Agreement.

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

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and

iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's

permission destroy the Confidential Information and certify in writing that it has been destroyed.

13. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by Agreement between the Parties.

14. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.

    a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
    b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
    c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million ($2,000,000) dollars per occurrence, four million ($4,000,000) annual aggregate limit.
    a. **Business automobile Liability** Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million ($2,000,000) dollars per occurrence.
    b. **In the event** "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the **abuse and molestation policy** shall be not less than $2,000,000 per claim and $4,000,000 aggregate.
    c. If any of the required policies provide coverage on a claims-made basis then the following shall apply;
        1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work;
        2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after

completion of the contract work;

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

d. **The District shall be named as an additional insured on the policies by separate endorsement.** A Certificate of Insurance and endorsements shall be **attached to this Agreement as proof of insurance.** The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

16. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Agreement, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

17. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

18. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees, who may have unsupervised contact outside of the immediate supervision and control, of the pupil's parent or guardian or a school employee, with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor 's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1.

Fingerprinting required per this contract: Yes

"Fingerprinting Requirements," is expressly understood and agreed to by the Parties hereto:

Contractor's initials LA LA District's initials SS

19. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

20. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

21. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

22. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

23. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and

the terms and conditions hereof may be waived, only by a written instrument signed by the Parties or, in the case of a waiver, by the Party waiving compliance. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Fresno, California.

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

26. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

Contractor: ***Merced Co.Office Of Ed***

Name: **Laura Andrews**

Address: ***Green Meadows Outdoor School P.O. Box 69, Fish Camp, Ca, 93623-0069***

c: Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

27. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements applicable for the performance of its duties under this agreement and that failure to do shall constitute material breach.

28. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the terms agreed upon by the Parties with respect to its subject matter. It supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written. No evidence of prior or contemporaneous oral agreements or consistent additional terms may be used to contradict, explain, or supplement the terms of this Agreement.

29. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.

30. Execution of Other Documents. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. Board Approval. For contracts in excess of **$100,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

End of Section III

IV. VENDOR REQUESTED SPECIAL TERMS AND CONDITIONS (if applicable). In the event of any conflict or inconsistency between these special terms and conditions and the section III Terms and Conditions, the special terms and conditions shall prevail. District's initials SS

/dataset/V_33_SpecialTanC

End of Section IV

The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" which includes: all terms and conditions of this Agreement, Academic Return on Investment Exhibit, provisions of required forms, any appendix, schedules, or attachments, and all modifications, and amendments.

Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Merced Co.Office Of Ed

Laura Andrews

Name:*Laura Andrews , *Title: Asst Supt, Educational Services

Oct 20, 2026

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Oct 21, 2026

Date

Contract: 395666 MERCED CO.OFFICE OF ED

FUSD Contract Administrator:
Armen.Torigian@fresnounified.org

Attachments

Fresno Unified School District

PURCHASING

4498 N. Brawley
Fresno, CA 93722
559-457-3588

2309 Tulare Street,
Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

Fresno Unified School District
PURCHASING

Contract Routing Form

Completed Independent Contract Agreement Attached

Contract Number: 395229

Federal Funding Will Not Be Used

Mission Springs Camps & Conference Ctr, Inc	***1050 Lockhart Gulch Road , Scotts Valley, Ca, 95066***
Vendor Name	*Address*
831.335.3205	**Stacie Daoust**
Phone Number	*Vendor Contact*
Term (Duration) From: 10/29/2026	**Through: 5/28/2027**
FUSD Contract Administrator: Armen.Torigian@fresnounified.org	**Extracurricular & Cocurricular**
Name	*Site/Dept*

Budget (Fund-Unit-Dept.-Activity-Function-Object) **030** **0173** **0725** **5899** **G006** **4000**

Contract Amount: $110,000.00 **Estimated**

Scope of Work Summary: *The* Outdoor *Science Education Program Is Typically A Three-Day, Two-Night Experience. Vendor Will Schedule A Camp Program That Includes Outdoor Science Education, As Well As Activities That Reinforce Leadership Skills As Well As Peer To Peer And Peer To Adult Positive Relationship Building.*

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes

Routing Order:

1) Reviewed & approved by **Department:** Armen Torigian

2) Reviewed & approved by **Cabinet Level:** Dr. Ben Drati

3) Vendor Stacie Daoust
Stacie Daoust (Oct 19, 2026 13:43:08 PDT)

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

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

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

Routing:BOE Board Date(if applicable): 10/28/2026

Procurement Detail |

This form is a summary sheet for routing purposes only. The agreement begins on Page 3

Fresno Unified School District
PURCHASING

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

GENERAL INFORMATION Contract Number: *395229* Funding: *Federal Funding Will Not Be Used*

School/Department Budget:	**030 0173 0725 5899 G006 4000**
Contractor's Vendor Name:	***Mission Springs Camps & Conference Ctr, Inc***
Contractor's Contact Person:	**Stacie Daoust**
Contractor's Title:	***Associate Director***
Contractor's Telephone Number:	**831.335.3205**
Contractor's E-mail:	***Stacie.Daoust@Missionsprings.Com***
Contractor's Address:	***1050 Lockhart Gulch Road , Scotts Valley, Ca, 95066***

This Independent Contractor Services Agreement is made and entered into effective 10/29/2026 (the "Effective Date") by Fresno Unified School District("District") and , ***Mission Springs Camps & Conference Ctr, Inc*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: Will provide a three night/four day overnight outdoor science education program that will specifically reinforce NGSS, and include Language Arts, Social Studies, Conservation, and Animal Habitats while developing leadership skills, and building positive relationships and engagement with students, school staff and chaperones.

b.) REQUIREMENTS: Vendor asks 1 adult (18 years and up) chaperone required for every 10 students. 1 adult for every 7 students is recommended. Fresno Unified will vet the chaperones.

c.) SPECIFIC TASKS:

d.) DELIVERABLES AND DELIVERY SCHEDULE: A deposit invoice will be provided from the vendor prior to camp attendance, and then a final invoice will be provided by the vendor after the school site has completed their camp visit.

e.) NOTICE REGARDING LATE DELIVERY:

f.) PERSONNEL/KEY PERSONNEL: School site certificated employees (classroom teachers), School site classified employees (wher required by school site), adult chaperones who act as cabin leaders (fingerprinted by Fresno Unified), camp instructional staff and camp administrative staff (with fresno unified employees present). Vendor asks 1 adult (18 years and up) chaperone required for every 10 students. 1 adult for every 7 students is recommended. Fresno Unified will vet the chaperones.

g.) GENERAL ACCEPTANCE CRITERIA:

h.) LOCATION/HOURS OF WORK: Fresno Unified students, classroom teachers, adult chaperones will visit Camp Mission Springs at 1050 Lockhart Gulch Road, Scotts Valley CA 95066

Camp dates will vary by school location, and camp dates are during the weekdays (not weekends) during the regular school year.

End of Section I

II. Academic Return on Investment

Situation	Inputs	Outputs		Outcomes (Must be measurable)		
Problem and Need	**Investments** (e.g., equipment, funds, product, services, staff)	**Activities** *What we do*	**Participants** *Who we reach*	**Short-term** (Learning) *Expect to see*	**Mid-term** (Change in Behavior or Performance) *Want to see*	**Long-term** (Change in Condition) *Hope to see*
Prior to the establishment of the enrichment trip program in 2015, it was estimated taht less than 10% of the elementary schools attended camp due to the related costs. The enrichment trip program ensures that all students (regardless of their financial limitations) will have the opportunity to attend sixth grade camp.	We have estimated the contract to be valued at $125,000 Fiscal 2026 Contract costs were $109,175 Current reservations are at five schools, and we do not expect to exceed this. Transportation costs have not been finalized.	Students will participate in outdoor academic experiences that focus on NGSS. Specifically on science, but also including language arts, social studies, conservation, and animal habitats. Students also will participate in leadership activities and will build positive relationships with other peers and adult chaperones.	All students will have the opportunity to participate and attend regardless of financial limitations. Camp gear can be provided to those students who are in need (sleeping bags, toiletries, towels, pillows).	By September 30, 2026 Student Engagement and school sites established parent participation strategy for camp trips. We are looking to increase participation of students attending their camp. An in-house enrichment trip metric was used for Fiscal 26 to tally attendance of students and adults.	Fiscal 2025 showed a participate rate of 86%-88%, and the plan for Fiscal 2026 was to increase this by 2% Our in-house enrichment trip matrix measured these numbers, based on direct contact with the school site before their departure to camp.	By June 2026, Student Engagement had a goal of solidifying student participation rates from 88% to 90%. Fiscal 2026 - five schools chose Mission Springs Camp as their destination, we had an 85% participation rate for students, and a total of 85 adults. I will be keeping a matrix of attendance for Fiscal 2027, looking for a participation rate of 87%

III. STANDARD TERMS AND CONDITIONS

1. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

2. Term. This Agreement shall begin on 10/29/2026, and shall terminate on 5/28/2027. There shall be no extension of the term of the Agreement without express written consent from all Parties.

3. Payment. District agrees to pay Contractor at following rate of $300.00 per Participant, not to exceed $110,000.00. Checks will be made payable to ***Mission Springs Camps & Conference Ctr, Inc***. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 4. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

4. Incidental Expenses. **No** (If Yes, see a-f)
   - a. Lodging $0.00 Actual cost. Not to exceed IRS Travel per diem limits **Receipt Required.*
   - b. Meals $0.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner **Receipt Required.*
   - c. Travel $0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   - d. Supplies $0.00 As negotiated with school/department contracting for service.
   - e. Total Estimated Cost (Sum of paragraphs 3 and 4a – d): $110,000.00
   - f. Other

	Yes	No
5. Employment. Contractor must certify by acknowledgment they are **NOT** a current FUSD employee *(including supplemental/non-perm)* *(must mark Yes to confirm. If employment relationship exists contact purchasing.)*	○	◉
6. Contractor is a CalPERS or CalSTRS retiree?	○	◉
7. California Residency. Contractor is exempt from nonresident withholding in California	○	◉

8. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form by visiting the Report Fraud, Waste, or Abuse link at the bottom of www.fresnounified.org, or navigating direct to https://ppc.cpa/fresno-unified-fraud-alert-form . The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

9. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

   Contractor's initials SD

10. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at David.Chavez@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15,and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 3 and 4.

12. Confidential Information

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

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days of becoming aware of such confirmed disclosure. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Agreement.

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

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and

iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's

permission destroy the Confidential Information and certify in writing that it has been destroyed.

13. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by Agreement between the Parties.

14. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.

    a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
    b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
    c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million ($2,000,000) dollars per occurrence, four million ($4,000,000) annual aggregate limit.
    a. **Business automobile Liability** Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million ($2,000,000) dollars per occurrence.
    b. **In the event** "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the **abuse and molestation policy** shall be not less than $2,000,000 per claim and $4,000,000 aggregate.
    c. If any of the required policies provide coverage on a claims-made basis then the following shall apply;
        1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work;
        2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after

completion of the contract work;

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

d. **The District shall be named as an additional insured on the policies by separate endorsement.** A Certificate of Insurance and endorsements shall be **attached to this Agreement as proof of insurance.** The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

16. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Agreement, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

17. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

18. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees, who may have unsupervised contact outside of the immediate supervision and control, of the pupil's parent or guardian or a school employee, with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor 's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1.

Fingerprinting required per this contract: Yes

"Fingerprinting Requirements," is expressly understood and agreed to by the Parties hereto:

Contractor's initials SD SD District's initials SS

19. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

20. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

21. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

22. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

23. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and

the terms and conditions hereof may be waived, only by a written instrument signed by the Parties or, in the case of a waiver, by the Party waiving compliance. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Fresno, California.

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

26. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

Contractor: ***Mission Springs Camps & Conference Ctr, Inc***

Name: **Stacie Daoust**

Address: ***1050 Lockhart Gulch Road , Scotts Valley, Ca, 95066***

c: Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

27. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements applicable for the performance of its duties under this agreement and that failure to do shall constitute material breach.

28. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the terms agreed upon by the Parties with respect to its subject matter. It supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written. No evidence of prior or contemporaneous oral agreements or consistent additional terms may be used to contradict, explain, or supplement the terms of this Agreement.

29. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.

30. Execution of Other Documents. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. Board Approval. For contracts in excess of **$100,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

End of Section III

IV. VENDOR REQUESTED SPECIAL TERMS AND CONDITIONS (if applicable). In the event of any conflict or inconsistency between these special terms and conditions and the section III Terms and Conditions, the special terms and conditions shall prevail. District's initials SS

This section amends the above section 15 as follows:

a. The District waives the requirements for the following liability coverage types: general, automobile, and workers comp.

b. Abuse/molestation limits are reduced to $1,000,000 per occurrence, $2,000,000 annual aggregate.

c. Amendment to the district's insurance requirements have been reduced based on scope of work: Work to be performed on vendor's premises.

End of Section IV

The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" which includes: all terms and conditions of this Agreement, Academic Return on Investment Exhibit, provisions of required forms, any appendix, schedules, or attachments, and all modifications, and amendments.

Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Mission Springs Camps & Conference Ctr, In

Stacie Daoust
Stacie Daoust (Oct 19, 2026 13:43:06 PDT)

Name:*Stacie Daoust, *Title: Associate Director

Oct 19, 2026

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Oct 19, 2026

Date

Contract: 395229 Mission Springs Camps & Conference Ctr, Inc

FUSD Contract Administrator:
Armen.Torigian@fresnounified.org

Attachments

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: October 28, 2026

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify Agreements for Two Outdoor Education Camps

ITEM DESCRIPTION: Included in the Board material are agreements for two outdoor education science camps, allowing our sixth-grade students to attend camp. Agreements are for Sierra Outdoor School (Clovis Unified School District) and Wonder Valley. Currently, we have 94% of our total sites reporting a desired camp location, with four sites undecided.

The estimated value of each contract is as follows:

- Sierra Outdoor School $275,000
- Wonder Valley $725,000

Sixth-grade science outdoor education provides essential hands-on Science, Technology, Engineering, and Math (STEM) learning and transformative social-emotional development that directly aligns with Fresno Unified School District's Goals and Guardrails. Overnight camp bridges the gap between academic theory and real-world application while providing a foundational community-building environment that helps our students thrive. The overnight camp experience pushes students out of their comfort zones, for many this is their first time being away from home. Science camp fosters early interest in STEM fields, and the hands-on learning experience strengthens critical thinking skills required to meet long-term academic benchmarks. Sixth-grade camp is an opportunity for students to experience regardless of their financial situation, protecting this experience ensures that we do not disproportionately impact or leave behind vulnerable population groups.

FINANCIAL SUMMARY: Sufficient funds in the estimated amount of $1,000,000. are available in the Student Engagement budget.

PREPARED BY: Armen Torigian, Executive Officer

DIVISION: Student Engagement

CABINET APPROVAL PHONE: (559) 457-3723

CABINET APPROVAL: Deputy Superintendent, Ben A. Drati, Ed.D.



2309 Tulare Street,
Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

Fresno Unified School District
PURCHASING

Contract Routing Form

Completed Independent Contract Agreement Attached

Contract Number: 395534

Federal Funding Will Not Be Used

Clovis Unif.Sch.Dist./Regional	***Learning Center Outdoor School 15700 Old Oak Ranch Road, Sonora, Ca, 95370***
Vendor Name	***Address***
559/327-1300	**Susan Rutledge**
Phone Number	***Vendor Contact***
Term (Duration) From: 10/28/2026 lds 10/20/26	**Through: 5/28/2027**
FUSD Contract Administrator: **Armen.Torigian@fresnounified.org**	**Extracurricular & Cocurricular**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **030 0173 0725 5899 G006 4000**

Contract Amount: $275,000.00 **Estimated**

Scope of Work Summary: *The* Outdoor *Science Education Program Is Typically A Three-Day, Two-Night Program/Experience. Vendor Will Schedule A Camp Program That Includes Outdoor Science Education, As Well Activities That Reinforce Leadership Skills As Well As Peer To Peer And Peer To Adult Positive Relationship Building.*
FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes

Routing Order:

1) Reviewed & approved by **Department:** Armen Torigian

2) Reviewed & approved by **Cabinet Level:** Dr. Ben Drati

3) Vendor

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

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

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

Routing:BOE Board Date(if applicable): 10/28/2026

Procurement Detail |

This form is a summary sheet for routing purposes only. The agreement begins on Page 3

Fresno Unified School District
PURCHASING

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

GENERAL INFORMATION Contract Number: *395534* Funding: *Federal Funding Will Not Be Used*

School/Department Budget:	**030 0173 0725 5899 G006 4000**
Contractor's Vendor Name:	***Clovis Unif.Sch.Dist./Regional***
Contractor's Contact Person:	**Susan Rutledge**
Contractor's Title:	***Asst Supt, Business Services***
Contractor's Telephone Number:	**559/327-1300**
Contractor's E-mail:	***Susanrutledge@Clovisusd.K12.Ca.Us***
Contractor's Address:	***Learning Center Outdoor School 15700 Old Oak Ranch Road, Sonora, Ca, 95370***

lds

This Independent Contractor Services Agreement is made and entered into effective 10/28/2026 (the "Effective Date") by Fresno Unified School District ("District") and ***Clovis Unif.Sch.Dist./Regional*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: Vendor will provide an overnight outdoor science education program that will specifically reinforce NGSS, and include Language Arts, Social Studies, conservation, and animal habitats while developing leadership skills, and building positive relationships and engagement with students, school staff, and chaperones.

b.) REQUIREMENTS: n/a

c.) SPECIFIC TASKS: n/a

d.) DELIVERABLES AND DELIVERY SCHEDULE: A final invoice will be provided by the vendor, within 30 days after the individual school has visited and completed their camp trip.

e.) NOTICE REGARDING LATE DELIVERY: n/a

f.) PERSONNEL/KEY PERSONNEL: School site certificated employees (classroom teachers), school site classified employees (when necessary for additional student support), adult chaperones who act as cabin leaders (fingerprinted and cleared by Fresno Unified), camp instructional staff and camp administrative staff (with Fresno Unified employees present).

g.) GENERAL ACCEPTANCE CRITERIA: n/a

h.) LOCATION/HOURS OF WORK: Fresno Unified students, classroom teachers, adult chaperones will visit Sierra Outdoor

School/Regional Learning Center 15700 Old Oak Ranch Road, Sonora CA 95370

Camp dates will vary by school location, and camp dates are during the weekdays (not weekends) during the regular school year.

End of Section I

II. Academic Return on Investment

Situation	Inputs	Outputs		Outcomes (Must be measurable)		
Problem and Need	**Investments** *(e.g., equipment, funds, product, services, staff)*	**Activities** *What we do*	**Participants** *Who we reach*	**Short-term** *(Learning)* *Expect to see*	**Mid-term** *(Change in Behavior or Performance)* *Want to see*	**Long-term** *(Change in Condition)* *Hope to see*
Prior to the establishment of the enrichment program in 2015, it was estimated that less than 10% of the elementary schools attended camp due to the related costs. The enrichment trip program ensures that all students (regardless of their financial limitations) will have the opportunity to attend sixth grade camp.	We have estimated the contract to be valued at $275,000. Fiscal 2026 showed actual cost of camp for Sierra Outdoor School $265,150. We had ten sites choose Sierra Outdoor School last year (2026), this year (2027) the estimated site number may be eight.	Students will participate in outdoor academic experiences that focus on NGSS. Specifically on science, but also including language arts, social studies, conservation, and animal habitats. Students also will participate in leadership activities and will build positive relationships with other peers and adult chaperones.	All students will have the opportunity to participate and attend regardless of financial limitations. Camp gear can be provided to those students who are in need (sleeping bags, toiletries, towels, pillows).	By September 30, 2026 Student Engagement and school sites established parent participation strategy for camp trips. We are looking to increase participation of students attending their camp. jAn in-house enrichment trip metric was used for Fiscal 26 to tally attendance of students and adults. A phone call to the school site admin is made on the first day of camp to confirm attendance of students and adults.	Fiscal 2025 showed a participation rate of 86% -88%, and the plan for Fiscal 2026 was to increase this by 2%. Our in-house enrichment trip matrix measured these numbers, based on direct contact with the school site before their departure to camp.	By June 2026, Student Engagement had a goal of solidifying student participation rates from 88% to 90%. Fiscal 2026 - ten school sites chose Sierra Outdoor School for their camp. We had an overall attendance percentage of 73%. and 122 adults who attended. The goal for Fiscal 2027 would be 75% attendance, if we want to see a 2% increase.

III. STANDARD TERMS AND CONDITIONS

1. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

2. Term. This Agreement shall begin on 10/28/2026, and shall terminate on 5/28/2027. There shall be no extension of the term of the Agreement without express written consent from all Parties.

3. Payment. District agrees to pay Contractor at following rate of $338.00 per Participant not to exceed $275,000.00. Checks will be made payable to ***Clovis Unif.Sch.Dist./Regional***. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 4. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

4. Incidental Expenses. **No** (If Yes, see a-f)
   a. Lodging $0.00 Actual cost. Not to exceed IRS Travel per diem limits*Receipt Required.*
   b. Meals $0.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner **Receipt Required.*
   c. Travel $0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies $0.00 As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 3 and 4a – d): $275,000.00
   f. Other

	Yes	No
5. Employment. Contractor must certify by acknowledgment they are **NOT** a current FUSD employee *(including supplemental/non-perm)* ***(must mark Yes to confirm.** If employment relationship exists contact purchasing.)*	○	◉
6. Contractor is a CalPERS or CalSTRS retiree?	○	◉
7. California Residency. Contractor is exempt from nonresident withholding in California	◉	○

8. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form by visiting the Report Fraud, Waste, or Abuse link at the bottom of www.fresnounified.org, or navigating direct to https://ppc.cpa/fresno-unified-fraud-alert-form . The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

9. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
   Contractor's initials SR SR _____

10. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at David.Chavez@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15,and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 3 and 4.

12. Confidential Information

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

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days of becoming aware of such confirmed disclosure. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Agreement.

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

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and

iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's

permission destroy the Confidential Information and certify in writing that it has been destroyed.

13. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by Agreement between the Parties.

14. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.

    a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
    b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
    c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million ($2,000,000) dollars per occurrence, four million ($4,000,000) annual aggregate limit.
    a. **Business automobile Liability** Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million ($2,000,000) dollars per occurrence.
    b. **In the event** "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the **abuse and molestation policy** shall be not less than $2,000,000 per claim and $4,000,000 aggregate.
    c. If any of the required policies provide coverage on a claims-made basis then the following shall apply;
        1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work;
        2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after

completion of the contract work;

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

d. **The District shall be named as an additional insured on the policies by separate endorsement.** A Certificate of Insurance and endorsements shall be **attached to this Agreement as proof of insurance.** The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

16. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Agreement, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

17. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

18. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees, who may have unsupervised contact outside of the immediate supervision and control, of the pupil's parent or guardian or a school employee, with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor 's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1.

Fingerprinting required per this contract: Yes

"Fingerprinting Requirements," is expressly understood and agreed to by the Parties hereto:

Contractor's initials SR SR District's initials SS

19. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

20. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

21. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

22. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

23. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and

the terms and conditions hereof may be waived, only by a written instrument signed by the Parties or, in the case of a waiver, by the Party waiving compliance. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Fresno, California.

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

26. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

Contractor: ***Clovis Unif.Sch.Dist./Regional***

Name: **Susan Rutledge**

Address: ***Learning Center Outdoor School 15700 Old Oak Ranch Road, Sonora, Ca, 95370***

c: Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

27. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements applicable for the performance of its duties under this agreement and that failure to do shall constitute material breach.

28. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the terms agreed upon by the Parties with respect to its subject matter. It supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written. No evidence of prior or contemporaneous oral agreements or consistent additional terms may be used to contradict, explain, or supplement the terms of this Agreement.

29. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.

30. Execution of Other Documents. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. Board Approval. For contracts in excess of **$100,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

End of Section III

IV. VENDOR REQUESTED SPECIAL TERMS AND CONDITIONS (if applicable). In the event of any conflict or inconsistency between these special terms and conditions and the section III Terms and Conditions, the special terms and conditions shall prevail. District's initials SS

This section replaces above section 15 as follows:

a. Clovis Unified School District will provide proof of insurance only.

b. Fresno Unified School District will name Clovis Unified School District as additional insured and provide the additional insured endorsement.

End of Section IV

The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" which includes: all terms and conditions of this Agreement, Academic Return on Investment Exhibit, provisions of required forms, any appendix, schedules, or attachments, and all modifications, and amendments.

Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Clovis Unif.Sch.Dist./Regional

*Name:***Susan Rutledge** , ***Title: Asst Supt, Business Services***

Oct 16, 2026

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Oct 19, 2026

Date

Contract: 395534 CLOVIS UNIF.SCH.DIST./REGIONAL

FUSD Contract Administrator:
Armen.Torigian@fresnounified.org

Attachments

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

2309 Tulare Street,
Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

Fresno Unified School District
PURCHASING

Contract Routing Form

Completed Independent Contract Agreement Attached

Contract Number: 395966

Federal Funding Will Not Be Used

Wonder Valley Ranch Resort	***6450 Elwood Rd , Sanger, Ca, 93657***
Vendor Name	***Address***
559/787-2551	**Kalene Ramirez**
Phone Number	***Vendor Contact***
Term (Duration) From: 10/14/2026	**Through: 5/28/2027**
FUSD Contract Administrator: Armen.Torigian@fresnounified.org	**Extracurricular & Cocurricular**
Name	***Site/Dept***
Budget (Fund-Unit-Dept.-Activity-Function-Object)	**030 0173 0725 5899 G006 4000**
Contract Amount: $725,000.00	**Estimated**

Scope of Work Summary: *The* Outdoor *Science Education Program Is Typically A Three-Day, Two-Night Experience. Vendor Will Schedule A Camp Program That Includes Outdoor Science Education, As Well As Activities That Reinforce Leadership Skills As Well As Peer To Peer And Peer To Adult Positive Relationship Building.*

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes

Routing Order:

1) Reviewed & approved by **Department:** Armen Torigian

2) Reviewed & approved by **Cabinet Level:** Dr. Ben Drati

3) Vendor Kalene Ramirez (Oct 13, 2026 16:12:21 PDT)

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

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

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

Routing:CFO ***Board Date(if applicable):*** ~~*10/14/2026*~~ 10/28/2026 lds

Procurement Detail *|Western Camps, Inc. dba Wonder Valley Outdoor Education Center, RFQ 26-15 Expanded Learning Enrichment Services, 87472*
This form is a summary sheet for routing purposes only. The agreement begins on Page 3

Fresno Unified School District
PURCHASING

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721
Stay Connected with Fresno Unified:
www.fresnounified.org

GENERAL INFORMATION Contract Number: *395966* Funding: *Federal Funding Will Not Be Used*

School/Department Budget:	**030 0173 0725 5899 G006 4000**
Contractor's Vendor Name:	***Wonder Valley Ranch Resort***
Contractor's Contact Person:	**Kalene Ramirez**
Contractor's Title:	***President***
Contractor's Telephone Number:	**559/787-2551**
Contractor's E-mail:	***Kalene@Wondervalley.Com***
Contractor's Address:	***6450 Elwood Rd , Sanger, Ca, 93657***

This Independent Contractor Services Agreement is made and entered into effective 10/14/2026 (the "Effective Date") by Fresno Unified School District("District") and , ***Wonder Valley Ranch Resort*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: Will provide an overnight outdoor science education program that will specifically reinforce NGSS, and include Language Arts, Social Studies, Conservation, and animal habitats while developing leadership skills, and building positive relationships and engagement with students, school staff and chaperones.

b.) REQUIREMENTS: n/a

c.) SPECIFIC TASKS: n/a

d.) DELIVERABLES AND DELIVERY SCHEDULE: A deposit invoice will be provided by the vendor prior to camp attendance, and then a final invoice will be provided by the vendor after each school site has completed their camp visit.

e.) NOTICE REGARDING LATE DELIVERY:

f.) PERSONNEL/KEY PERSONNEL: School site certificated employees (classroom teachers), school site classified employees (when necessary for additional student support), adult chaperones who act as cabin leaders (fingerprinted by Fresno Unified), camp instructional staff, and camp administrative staff (with fresno unified employees present).

g.) GENERAL ACCEPTANCE CRITERIA: n/a

h.) LOCATION/HOURS OF WORK: Fresno Unified students, classroom teachers, adult chaperones will visit Wonder Valley Ranch Resort CAMP 6450 Elwood Rd, Sanger CA 93657

Camp dates will vary by school location, and camp dates are during the weekdays (not weekends) during the regular school year.

End of Section I

II. Academic Return on Investment

Situation	*Inputs*	*Outputs*		*Outcomes* (*Must be measurable*)		
Problem and Need	***Investments*** *(e.g., equipment, funds, product, services, staff)*	***Activities*** *What we do*	***Participants*** *Who we reach*	***Short-term*** *(Learning)* *Expect to see*	***Mid-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
Prior to the establishment of the enrichment trip program in 20215, it was estimated that less than 10% of the elementary schools attended camp due to the related costs. The enrichment trip program ensures that all students (regardless of their financial limitations) will have the opportunity to attend sixth grade camp.	We have estimated the value of this contract to be $725,000. Fiscal 2026 contract costs totaled $654,505.81 with thirty-two school sites attending. Fiscal 2027 is estimated to be 38 school sites.	Students will participate in outdoor academic experiences that focus on NGSS. Specifically on science, but also including language arts, social studies, conservation, and animal habitats. Students also will participate in leadership activities and will build positive relationships with other peers and adult chaperones.	All students will have the opportunity to participate and attend regardless of financial limitations. Camp gear can be provided to those students who are in need (sleeping bags, toiletries, towels, pillows.)	By September 30, 2026 Student Engagement and school sites will have established a parent participation strategy for camp trips. We are looking to increase participation of students attending their camp. An in-house enrichment trip metric was used for Fiscal 2026 to tally attendance and participation rates of students and adults.	Fiscal 2025 showed an overall participation rate of 86%-88%, and the plan for Fiscal 2026 was to increase this by 2%. Our in-house enrichment trip matrix measured these numbers, based on direct contact with the school site before their departure to camp. A phone call will be made on the morning of a camp trip to verify student attendance and adult participation in camp.	June 2026 student engagement had a goal of solidifying student participation rates from 88% to 90%. Fiscal 2026 - showed thirty-two school sites choosing Wonder Valley with an average attendance rate of 78%, and 469 total adults attending. I will continue to maintain the attendance matrix for Fiscal 2027 and hope to see an attendance rate of 80%.

III. STANDARD TERMS AND CONDITIONS

1. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

2. Term. This Agreement shall begin on 10/14/2026, and shall terminate on 5/28/2027. There shall be no extension of the term of the Agreement without express written consent from all Parties.

3. Payment. District agrees to pay Contractor at following rate of $321.00 per Participant, not to exceed $725,000.00. Checks will be made payable to , ***Wonder Valley Ranch Resort***. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 4. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

4. Incidental Expenses. **No** (If Yes, see a-f)
   a. Lodging $0.00 Actual cost. Not to exceed IRS Travel per diem limits **Receipt Required.*
   b. Meals $0.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner **Receipt Required.*
   c. Travel $0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies $0.00 As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 3 and 4a – d): $725,000.00
   f. Other

	Yes	No
5. Employment. Contractor must certify by acknowledgment they are **NOT** a current FUSD employee *(including supplemental/non-perm)* ***(must mark Yes to confirm. If employment relationship exists contact purchasing.)***	○	◉
6. Contractor is a CalPERS or CalSTRS retiree?	○	◉
7. California Residency. Contractor is exempt from nonresident withholding in California	◉	○

8. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form by visiting the Report Fraud, Waste, or Abuse link at the bottom of www.fresnounified.org, or navigating direct to https://ppc.cpa/fresno-unified-fraud-alert-form . The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

9. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

   Contractor's initials K.e

10. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at David.Chavez@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 12, 13, 15,and 17; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 3 and 4.

12. Confidential Information

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

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days of becoming aware of such confirmed disclosure. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Agreement.

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

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and

iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's

permission destroy the Confidential Information and certify in writing that it has been destroyed.

13. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by Agreement between the Parties.

14. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.

    a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
    b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
    c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a **Commercial General Liability** policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million ($2,000,000) dollars per occurrence, four million ($4,000,000) annual aggregate limit.
    a. **Business automobile Liability** Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than two million ($2,000,000) dollars per occurrence.
    b. **In the event** "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the **abuse and molestation policy** shall be not less than $2,000,000 per claim and $4,000,000 aggregate.
    c. If any of the required policies provide coverage on a claims-made basis then the following shall apply;
        1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work;
        2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after

completion of the contract work;

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

d. **The District shall be named as an additional insured on the policies by separate endorsement.** A Certificate of Insurance and endorsements shall be **attached to this Agreement as proof of insurance.** The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

16. Independent Contractor Status. While engaged in carrying out the terms and conditions of the Agreement, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

17. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

18. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees, who may have unsupervised contact outside of the immediate supervision and control, of the pupil's parent or guardian or a school employee, with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor 's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1.

Fingerprinting required per this contract: Yes

"Fingerprinting Requirements," is expressly understood and agreed to by the Parties hereto:

Contractor's initials _____ District's initials _____

19. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

20. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

21. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

22. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

23. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and

the terms and conditions hereof may be waived, only by a written instrument signed by the Parties or, in the case of a waiver, by the Party waiving compliance. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Fresno, California.

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

26. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

Contractor: ***Wonder Valley Ranch Resort***

Name: **Kalene Ramirez**

Address: ***6450 Elwood Rd , Sanger, Ca, 93657***

c: Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

27. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements applicable for the performance of its duties under this agreement and that failure to do shall constitute material breach.

28. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the terms agreed upon by the Parties with respect to its subject matter. It supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written. No evidence of prior or contemporaneous oral agreements or consistent additional terms may be used to contradict, explain, or supplement the terms of this Agreement.

29. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.

30. Execution of Other Documents. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. Board Approval. For contracts in excess of **$100,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

End of Section III

IV. VENDOR REQUESTED SPECIAL TERMS AND CONDITIONS (if applicable). In the event of any conflict or inconsistency between these special terms and conditions and the section III Terms and Conditions, the special terms and conditions shall prevail. District's initials SS

/dataset/V_33_SpecialTanC

End of Section IV

The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" which includes: all terms and conditions of this Agreement, Academic Return on Investment Exhibit, provisions of required forms, any appendix, schedules, or attachments, and all modifications, and amendments.

Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Wonder Valley Ranch Resort

Kalene Ramirez (Oct 13, 2026 16:12:21 PDT)

Name:*Kalene Ramirez *, Title: President

Oct 13, 2026

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Oct 14, 2026

Date

Contract: 395966 WONDER VALLEY RANCH RESORT

FUSD Contract Administrator:
Armen.Torigian@fresnounified.org

Attachments

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

Fresno Unified School District
Board Agenda Item

AGENDA ITEM C-15

BOARD MEETING DATE: February 11, 2026

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Request for Qualifications 26-15, Expanded Learning Enrichment Services

ITEM DESCRIPTION: Included in the Board material is information on Request for Qualifications (RFQ) 26-15, to qualify a pool of vendors to deliver enrichment services outside of school time that focus on at least one of the following themes: Adventure, Career Discovery, Creative Arts, Sports and Fitness, or Science, Technology, Engineering, and Mathematics (STEM). Success will be measured by program enrollment and attendance data for all pre-qualified vendors contracted by the Expanded Learning Department. Vendors are also required to identify and implement evaluation methods to assess student outcomes and skills gained from services through after-school and/or intersession programs and to report these results to the Expanded Learning Department. The qualification term is five (05) years and will begin July 01, 2026.

The Request for Qualifications was lawfully advertised on October 10, 2025, and October 17, 2025. Qualifications were received on October 29, 2025. Notifications were sent to 898 vendors, and the district received 116 responses. Evaluations of proposals were based on qualifications, insurance and regulatory matters, overall project approach, and pricing. The evaluation panel consisted of representatives from the Expanded Learning, Advancing Academic Acceleration & Achievement (A4), the Early Learning department, and a school-site representative.

Expanded Learning Enrichment Services include 94 qualified vendors, with an estimated annual cost of $42,000,000 to support the Before School, After School, Summer Intersession, and Winter Intersession programs.

Approval will allow the department to utilize qualified vendors for services as needed. Purchase orders will be presented to the board for ratification of future purchase order reports.

FINANCIAL SUMMARY: Sufficient funds in the amount of $42,000,000 are available in the Expanded Learning Opportunity Program budget.

PREPARED BY: Jeremy Ward

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Chief Academic Officer, Carlos Castillo, Ed.D.

FRESNO UNIFIED SCHOOL DISTRICT LIST OF
QUALIFIED VENDORS
RFQ No. 26-15, Expanded Learning Enrichment Services

RFQ 26-15: EXPANDED LEARNING ENRICHMENT SERVICES

3 Point 0 - Studio T Arts & Entertainment	Sacramento, CA
Achievement Mastery Potential Academy, Inc.	Redondo Beach, CA
Advanced Leadership Insights, Inc.	Fresno, CA
Adventure Education Solutions, Inc.	Sanger, CA
African Drum Interactive, LLC	Fresno, CA
After School Music Academy	Walnut Creek, CA
AIMS Education Foundation	Fresno, CA
AlphaBEST Education, Inc.	Winston Salem, NC
Arcstrem LLC	Rocklin, CA
Arts Enrichment For All	Fresno, CA
Black Rocket Productions LLC	Freehold, NJ
Boys & Girls Clubs of Fresno County	Fresno, CA
Brains & Motion Education (BAM!)	Arlington, VA
Break the Barriers, Inc.	Fresno, CA
Bulldog Baseball Camps LLC	Fresno, CA
California Arts Academy	Fresno, CA
California Scuba Center Inc.	Clovis, CA
California State University, Fresno Foundation	Fresno, CA
California Teaching Fellows Foundation	Fresno, CA
California Track Events LLC	Fresno, CA
~~Cano Bros Boxing~~	Fresno, CA
Centro Binacional para el Desarrollo Indigena Oaxaqueno (CBDIO)	Fresno, CA
Cesar Chavez Foundation	Los Angeles, CA
Chalkwild, LLC	Modesto, CA
City of Fresno PARCS	Fresno, CA
Civic Education Center, Inc.	Fresno, CA
Coach Fleck Consulting LLC	Fresno, CA
Coast 2 Coast Coaching, Inc. dba Elevo	San Diego, CA
Codecampus LLC	Newport Beach, CA
CSA Events & Entertainment LLC	Reedley, CA
De El Beauty	Fresno, CA
Dy-Nice Sports dba Valley Pride Racket & Paddle	Fresno, CA
Education and Leadership Foundation	Fresno, CA
Elemental Hardware Enrichment	Ventura, CA
Every Neighborhood Partnership	Fresno, CA
Fresno Chaffee Zoo	Fresno, CA
Fresno Gymnastics Center	Fresno, CA
Fresno Metropolitan Ministry	Fresno, CA
Fresno Pacific University	Fresno, CA
Fun Food Explorers	Fresno, CA
Generation Changers Title I CDC	Fresno, CA
Good Dirt Pottery Studio	Fresno, CA
Guevara Arts and Leadership, LLC	Fresno, CA
Halau Hula I Ka La	Clovis, CA
HeyTutor, Inc.	Woodland Hills, CA
High Performance Academy	Clovis, CA
HOKALI, Inc.	San Francisco, CA

FRESNO UNIFIED SCHOOL DISTRICT LIST OF
QUALIFIED VENDORS (CONTINUED)
RFQ No. 26-15, Expanded Learning Enrichment Services

RFQ 26-15: EXPANDED LEARNING ENRICHMENT SERVICES

Huckleberry Consultants LLC	Stockton, CA
iCook After School	Chicago, IL
Ignite the Mind Inc.	Union City, CA
Impact Athletics, LLC	Fresno, CA
Impossible Science LLC	Pasadena, CA
Innovative Mind dba Innoved	Fresno, CA
Kiamono LLC	Fresno, CA
KLS Design Inc.	Fresno, CA
Kodely LLC	Jacksonville, FL
Lee's Art School, LLC	Fresno, CA
Leisa Rosen Volleyball Camp LLC	Fresno, CA
Little Scholars LLC	Richmond, VA
Makeline Productions LLC	Fresno, CA
Moreno Institute LLC	Fresno, CA
Musical Minds Academy, LLC	North Hollywood, CA
Natalie Benson Water Polo Camps, LLC	Fresno, CA
Nexplore, LLC	Miami, FL
Ninja Coalition Inc dba California Adventure Camps	Redding, CA
Ninja Ninja Learns	Ojai, CA
Planting Seeds Academic Solutions	Allen, TX
Reading & Math, Inc. dba Ampact	Minneapolis, MN
Reading Heart	Fresno, CA
Rising Stars LLC dba Riseup Stars	Santa Ana, CA
Rocketology, LLC	Glendale, CA
San Joaquin River Parkway and Conservation Trust Response Full	Fresno, CA
School Yard Rap LLC	Fresno, CA
Shoulet Blunt LLC dba Imago	Fresno, CA
Sia's Place Wellness Center	Fresno, CA
Stage View Performing Arts Foundation	Fresno, CA
StarEdLa, LLC dba Groza Enrichment	Los Angeles, CA
STEMfinity, LLC	Boise, ID
StudentNest, Inc.	Fresno, CA
T1 Sports Academy	Fresno, CA
Teocalli Cultural Academy	Fresno, CA
The Art Box Academy	Rolling Hills Estates, CA
The Discovery Center dba Fresno Discovery Center	Fresno, CA
Think Together	Santa Ana, CA
Turlock Sports Park Inc.	Turlock, CA
United Khmer Cultural Preservation	Fresno, CA
United We Lead Foundation	Fresno, CA
Valley Athletics LLC	Fresno, CA
VitalizeGroup, LLC dba Whiz Kid Academy	Columbia, MD
VMI Educational Foundation	Fresno, CA
VW Basketball LLC	Clovis, CA
West Fresno Family Resource Center	Fresno, CA
Western Camps, Inc. dba Wonder Valley Outdoor Education Center	Sanger, CA
Work ED Inc.	Fresno, CA