

AGENDA WEDNESDAY, JANUARY 12, 2022 *4:45 P.M. (CLOSED SESSION) *6:00 P.M. (OPEN SESSION)

PLEASE NOTE: WE ARE BACK TO IN-PERSON BOARD MEETINGS. *DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.

PLEASE NOTE: PARKING WILL BE AVAILABLE FOR BOARD MEETINGS AFTER 5:00 P.M. AT THE "N" STREET PARKING PAVILION LOCATED ON THE SOUTHEAST CORNER OF TULARE AND "N" STREETS – ENTRANCE IS ON "N" STREET. Board meeting attendees without key cards should report to the parking booth to be scanned in by the attendant. Please do NOT pull a ticket. Also, the City of Fresno will not enforce the street meters in this area after 6:00 p.m., Monday through Friday.

Individuals who plan to attend the meeting in person must go through the <u>COVID-19 Daily</u> <u>Self-Health Screening Tool</u> the day of the board meeting and must answer "no" to all questions.

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

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

Public materials are available for public inspection at our website at: <u>board.fresnounified.org</u>

TRANSLATION SERVICES: Available in Spanish and Hmong in the meeting room upon request.

*4:45 P.M.

CALL Meeting to Order **OPPORTUNITY** for Public Comment on Closed Session Agenda Items **RECESS** for Closed Session to discuss the following:

- 1. Student Expulsions Pursuant to Education Code Section 35146.
- Conference with Labor Negotiator (Government Code Section 54957.6); FUSD Negotiator(s): Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
 - a. Agency Designated Representative: Superintendent
 - Unrepresented Employees:
 - 1. Chief Human Resources/Labor Relations
 - 2. Chief Operations Officer
- 3. Public Employee Discipline/Dismissal/Release/Reassignment/Resignation.
- 4. Public Employment/Appointment (Government Code Section 54957).
- 5. Conference with Legal Counsel Anticipated/Pending/Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Alfred Hernandez v. Fresno Unified Workers' Compensation Fresno Unified Case No. WC20-0128-4692
- 6. Conference with Legal Counsel- Pending/Threatened Litigation (Government Code Section 54956.9(d)(4)).
 - a. Potential Case: One (1)
- Conference with Legal Counsel Existing Litigation (Government Code Section 54956.9(d)(1)).
 - a. Potential Case: One (1)

*6:00 P.M., RECONVENE and report action taken during Closed Session, if any.

PLEDGE OF ALLEGIANCE

A staff member will lead the flag salute.

HEAR Report from Superintendent

OPPORTUNITY for Public Comment on Consent Agenda Items

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 so requests, in which event, the item(s) will be considered following approval of the Consent Agenda.

A. CONSENT AGENDA

A-1, APPROVE Personnel List

Included in the Board binders is the Personnel List, Appendix A, as submitted. The Superintendent <u>recommends approval</u>. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3548.

A-2, ADOPT Findings of Fact and Recommendations of District Administrative Board

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 December 15, 2021 Regular Board Meeting. The Superintendent <u>recommends</u> <u>adoption</u>. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

A-3, ADOPT Resolution Endorsing Inclusive Education Practices for Every Student in Fresno Unified School District

Included in the Board binders is a resolution endorsing inclusive school hallmark practices for every student in Fresno Unified School District. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

A-4, APPROVE Minutes from Prior Meetings

Included in the Board binders are the draft minutes for the November 03, and November 17, 2021 Regular Board Meetings. The Superintendent <u>recommends</u> <u>approval</u>. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Dr. Robert G. Nelson, telephone 457-3884.

A-5, APPROVE Agreement with Camp Oakhurst

Included in the Board binders is an agreement with Camp Oakhurst Outdoor School who provides sixth-grade students with the opportunity to gain hands-on science instruction, while building positive relationships with their peers, teachers, and adults. Camp Oakhurst is an existing site for middle school leadership camp and is a student favorite. The camp is located above Coarsegold, in the Sierra Nevada Forest, approximately an hour and a half from Fresno. The Superintendent <u>recommends approval</u>. Fiscal impact: Sufficient funds in the amount of \$275,000 are available in the Student Engagement budget. Contact person: Kim Mecum, telephone 457-3731.

A-6, APPROVE Agreement with Professor & Lawyer Mark T. Harris

Included in the Board binders is an agreement with Professor and Lawyer Mark T. Harris for the purpose of providing Social Justice Lecture Series sessions for district staff. Attendees will be provided with tools and strategies on how to bring conversations and issues of social justice into the classroom/school setting. In addition, they will receive in depth knowledge of how to provide students with

valuable knowledge and experiences in critical thinking and respectful, meaningful conflict problem solving related to equality and fairness. The Superintendent recommends approval. Fiscal impact: Sufficient funds of \$17,500 are available in the Student Engagement budget. Contact person: Kim Mecum, telephone 457-3731.

A-7, APPROVE Agreement with Dr. Hueling Lee

Included in the Board binders is an agreement with Dr. Hueling Lee to assist with the implementation of the criteria for the Seal of Civic Engagement. This agreement will provide consultation for leading Civic Advisory team meetings, creating a district-wide criterion aligned to the State criteria including a rubric, professional learning, and a communication plan for all educational partners. The Superintendent <u>recommends approval</u>. Fiscal impact: Sufficient funds in the amount of \$15,500 are available in the Curriculum, Instruction, and Professional Learning budget. Contact person: Kim Mecum, telephone 457-3137.

A-8, APPROVE Agreement for External Audit Services

At the direction of and in collaboration with the district's Audit Committee at their September 08, 2021 meeting, a renewal of the external auditing services agreement with Crowe LLP was approved for 2021/22 through 2025/26. After careful consideration and based on their superior qualifications, the Audit Committee approved a recommendation to the Board of Education that Crowe LLP be awarded the external audit services contract: a five-year contract ranging annually from \$205,000 to \$203,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds have been budgeted and are available in the Unrestricted General Fund, Health Fund, and Bond Fund as appropriate. Anticipated expenditures from fiscal year 2021/22 are \$205,000. Contact person: Santino Danisi, telephone 457-6226.

A-9, APPROVE Addendum to Service Agreement with Deaf and Hard of Hearing Service Center

Included in the Board binders is an addendum with the Deaf and Hard of Hearing Service Center (DHHSC) in the amount of \$513,000. This addendum will provide additional signing instruction for students, parents and employees who are deaf and hard of hearing. This Addendum commences on January 13, 2022 and ends June 30, 2022. The Superintendent <u>recommends approval</u>. Fiscal impact: Sufficient funds in the amount of \$513,000 are available in the Special Education budget. Contact person: Kim Mecum, telephone 457-3731.

A-10, APPROVE 2021/22 Fresno Unified Career Technical Education Advisory Committee Member List

Included in the Board binders is a copy of the 2021/22 Career Technical Education (CTE) Advisory Committee Member List for Board review and approval. The governing board of each school district participating in a career technical education

program shall appoint a career technical education advisory committee to develop recommendations on the program and to provide liaison between the district and potential employer (EC 8070). The CTE Advisory Committee includes representatives from kindergarten through grade twelve (Section 131 funded programs,) Adult Education (Section 132 funded programs,) and the business community. The Superintendent <u>recommends approval</u>. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

A-11, RATIFY Agreement with Education Behavior Consultants

Included in the Board binders is an agreement with Education Behavior Consultants for six Registered Behavior Technicians (RBT) to provide direct support to elementary students identified as needing intensive Tier III behavior support. The RBT's will work in conjunction with the district's Behavior Intervention Specialists. The Superintendent <u>recommends ratification</u>. Fiscal impact: Sufficient funds in the amount of \$180,000 are available in the Prevention & Intervention budget. Contact person: Kim Mecum, telephone 457-3731.

A-12, Ratify Change Orders

Included in the Board binders is information on Change Orders for the following projects:

- Bid 20-49, Juan Felipe Herrera Elementary School, Change Order 5 presented for ratification \$299,339
- Bid 21-34, Ventura and 10th Business Campus Site and Tenant Improvements, Buildings C and D South Campus Site, Change Order 3 presented for ratification (credit) \$-946,603 Tenant Improvements, Change Order 3 presented for ratification \$667,427

The Superintendent <u>recommends ratification</u>. Fiscal impact: \$20,163 is available in the Measure X Fund for Bids 20-49 and 21-34. Contact person: Karin Temple, telephone 457-3134.

A-13, RATIFY the Filing of Notices of Completion

Included in the Board binders are Notices of Completion for the following projects, which have been completed according to plans and specifications.

- Bid 20-36 Section A, Hoover High School Shade Structure and Site Improvements
- Bid 20-36 Section B, Sunnyside High School Shade Structure and Site Improvements

- Bid 21-04 McLane High School New CTE Digital Media Arts Lab and ROTC Classroom
- Bid 21-05, Hoover High School CTE Digital Media Arts Classroom Improvements
- Bid 21-47 Section A, Burroughs Elementary School Energy Management System Replacement

The Superintendent <u>recommends ratification</u>. Fiscal impact: Retention funds are released in accordance with contract terms and California statutes. Contact person: Karin Temple, telephone 457-3134.

A-14, RATIFY Purchase Orders from October 01, 2021 through October 31, 2021 Included in the Board binders is information on purchase orders issued from October 01, 2021 through October 31, 2021. For the reported dates, no purchase orders are identified that may present a potential conflict of interest for an individual Board member. Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists. The Superintendent recommends ratification. Fiscal impact: Funding is noted on the attached pages. Contact person: Karin Temple, telephone 457-3134.

END OF CONSENT AGENDA (ROLL CALL VOTE)

UNSCHEDULED ORAL COMMUNICATIONS

Individuals who wish to address the Board on topics within the Board's subject matter jurisdiction, but <u>not</u> 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. The card must 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. Any individual who has not had an opportunity to address the Board during this initial thirty (30) minute period may do so at the end of the meeting after the Board has addressed all remaining items on this agenda. Without taking action and only as expressly permitted by Board Bylaw 9323, Board members may ask questions, make brief announcements, or provide a brief response to statements presented by the public about topics raised in unscheduled oral communications. Board members must be recognized by the President in order to speak and will generally be limited to no more than one (1) minute each for this purpose. The Board President shall have the discretion to further limit Board members' opportunity to speak on topics raised in unscheduled oral communications to ensure the orderly and efficient conduct of district business.

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.

B. CONFERENCE/DISCUSSION AGENDA

<u>*6:30 P.M.</u>

B-15, HOLD Public Hearing Regarding the Redistricting of Trustee Areas within Fresno Unified and ADOPT Proposed Trustee Area Map

The purpose of the public hearing is to continue discussing the redistricting of Trustee Areas within Fresno Unified School District and receive public input and testimony regarding appropriate criteria and boundary revisions to the proposed six (6) draft maps. At the conclusion of the hearing, the Board expects to take action and adopt a trustee area plan. The Board President <u>recommends adoption</u>. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3566.

B. CONFERENCE/DISCUSSION AGENDA - continued

<u>*7:00 P.M.</u>

B-16, PRESENT and DISCUSS 2020/21 Bond Annual Report

The 2020/21 Bond Annual Report is included in the Board binders and will be presented on behalf of the Citizens' Bond Oversight Committee (CBOC). The purpose of the CBOC is to inform the public concerning the expenditure of bond revenues. Its duties are to review the quarterly and annual audit reports produced by the district's independent accountant and present an annual report indicating the district's compliance with the Constitution of the State of California. Fiscal impact: There is no fiscal impact to the district. Contact person: Karin Temple, telephone 457-3134.

C. RECEIVE INFORMATION & REPORTS

C-17, RECEIVE Proposed Academic Calendars for 2022/23 and 2023/24

Included in the Board binders are the proposed 2022/23 and 2023/24 Academic Calendars for Fresno Unified School District. The proposed 2022/23 and 2023/24 Academic Calendars have been developed to address important calendar components and incorporate recent educational partner feedback. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

C-18, RECEIVE 2020/21 School Facility Fee Public Information Report

Included in the Board binders is the 2020/21 School Facility (Developer) Fee Public Information Report. School districts are authorized to levy fees on residential and commercial/ industrial development for the purpose of mitigating impacts on school facilities as a result of the development. Fresno Unified utilizes school facility fee revenue to support projects including providing student housing through modular classrooms. Government Code requires that certain public information regarding the fees collected be presented annually. The 2020/21 School Facility Fee Public Information Report provides the required information. Fiscal impact: There is no fiscal impact to the district. Contact person: Karin Temple, telephone 457-3134.

BOARD/SUPERINTENDENT COMMUNICATION

D. ADJOURNMENT

NEXT REGULAR MEETING WEDNESDAY, JANUARY 19, 2022

Fresno Unified School District Board Agenda Item

Board Meeting Date: January 12, 2022

AGENDA ITEM A-1

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

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

TITLE AND SUBJECT: Approve Personnel List

ITEM DESCRIPTION: Included in the Board binders is the Personnel List, Appendix A, as submitted.

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

PREPARED BY: Manjit Atwal, Executive Director

CABINET APPROVAL: Paul Idsvoog Chief of Human Resources/Labor Relations DIVISION: Human Resources PHONE NUMBER: (559) 457-3548

SUPERINTENDENT APPROVAL:

aht A. Jehn

Paul Idsvoog

BOARD OF EDUCATION APPENDIX A 1

Fresno Unified School District

Date: January 12, 2021-2022

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 2021-2022.

ELECTIONS

Certificated Personnel

	Allen Jr	Grover	Teacher, Elementary	Thomas Elementary	1/10/2022
	Cannon	Meghan	Teacher, Middle School	Cooper Middle School	9/23/2021
	Cervantes Solorzano	Pedro	Teacher, Senior High	Sunnyside High School	1/10/2022
	Ellis	Ocean	Teacher, Elementary, eLearn Academy	eLearn Academy	1/10/2022
	Howell	Julie	Teacher, Middle School	Edison-Computech 7-8	1/10/2022
	Martinez	Linda	Teacher, Lrng Hndcp, Sdc	Greenberg Elementary	11/30/2021
	Ortiz	Maria	Teacher, Elementary	Manchester Gate	1/10/2022
	Revis	Tyler	Teacher, Senior High	Roosevelt High School	1/10/2022
	Sodhi	Arlene	Teacher, Elementary, eLearn Academy	eLearn Academy	12/13/2021
Cla	ssified Personnel				
	Andrade	Jahaira	Nurse, Vocational License	Roeding Elementary	1/11/2022
	Downs	Michelle	Nurse, Vocational License	Health Services	1/11/2022
	Gonzales	Louise	Paraprof, Mild/Moderate	Yosemite Middle School	12/13/2021
	Lee	Bao	Paraprof, Mild/Moderate	Turner Elementary School	12/13/2021
	Moore	Tyresha	Assistant, Campus Safety	Tehipite Middle School	12/14/2021
	Moua	Mai	Assistant, School Office	Edison High School	12/7/2021
	Nekola	Veronica	Assistant, School Office	Rowell Elementary	12/13/2021
	Nunez	Aaron	Paraprof, Mild/Moderate	Roeding Elementary	12/6/2021
	Perez Delgado	Janeiry	Assistant, School Office	Fresno High School	12/20/2021
	Perreault	Brian	Assistant, Campus Safety	Mclane High School	12/7/2021
	Rego	David	Paraprof, Moderate/Severe	Bullard High School	12/13/2021
	Rojas Rico	Rocio	Liaison, Home/School Spanish	Hidalgo Elementary	12/14/2021
	Siphanh	Monty	Nurse, Vocational License	Health Services	12/15/2021
	Thao	Timmithy	Custodian	Bakman Elementary	12/14/2021
	Viden	Joshua	Paraprof, After Schl/Ext Day	Forkner Elementary	11/30/2021
	Walker	Andrea	Assistant, Campus Safety	Sunnyside High School	12/15/2021
	Whittington	Natalie	Nurse, Vocational License	Health Services	1/11/2022
	Wright	Eryck	Paraprof, Moderate/Severe	Wawona Middle School	12/13/2021
Management Certificated					
	Cruz	Karla	Counselor, School	Sunnyside High School	12/13/2021
	Gallardo	Karen	Counselor, School	Duncan Polytechnical	12/13/2021
	Lopez	Lanae	Counselor, School	Sunnyside High School	1/10/2022
	Morgan	Jessica	Clinical School Social Worker	Prevention And Intervention	12/8/2021
	Rodriguez	Rebecca	Clinical School Social Worker	Prevention And Intervention	12/8/2021
	Valladolid-Alcazar	Brenda	Counselor, School	Mclane High School	12/13/2021

A-1 Revised 1/11/2022

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

	Abrego	Bertha	Nurse	Health Services	1/17/2022
	Barajas Sandoval	Francisco	Teacher, Middle School	Yosemite Middle School	6/17/2022
	Borunda	Jessica	Specialist, Resource, Sp Ed	Bullard High School	12/17/2021
	Crocker	Kay	Teacher, Elementary	Slater Elementary	12/31/2021
	Gilstrap-Hawkins	Rodney	Teacher, Lrng Hndcp, Sdc	Tehipite Middle School	6/10/2022
	Jensen	Keolani	Teacher, Senior High	Sunnyside High School	12/17/2021
	Lee	Kao	Teacher, Elementary, eLearn Academy	eLearn Academy	1/17/2022
	Mcginnis	Marie	Teacher, Elementary	Williams Elementary	6/24/2022
	Morris	Amy	Teacher, Elementary	Kratt Elementary	12/3/2021
	Rivas	Angela	Teacher, Middle School	Tehipite Middle School	6/10/2022
	Stolpestad	Caryn	Teacher, Elementary	Manchester Gate	11/16/2021
Clas	ssified Personnel				
	Bischel	Richard	Lead, Locksmith	Maintenance And Operations	11/30/2021
	Buchnoff	Dianne	Paraprof, Moderate/Severe	Fresno High School	12/27/2021
	Christopherson	Meghan	Paraprof, Mild/Moderate	Bakman Elementary	8/11/2021
	Eaton	Yvonne	Paraeducator, Community Based	Fresno High School	12/28/2021
	Emory	Angela	Paraprof, Moderate/Severe	Storey Elementary	1/7/2022
	Gonzalez	Rosalba	Assistant, Noontime	Viking Elementary	11/19/2021
	Howell	Julie	Teacher, Middle School	Edison-Computech 7-8	1/8/2022
	Jackson	Marcie	Lead, After Schl/Ext Day	Kirk Elementary	6/11/2022
	Leyva	Valeria	Paraprof, Mild/Moderate	Scandinavian Middle School	12/17/2021
	Martinez	Linda	Paraeducator, Autism	Greenberg Elementary	11/28/2021
	McKenna	Katelyn	Paraprof, After Schl/Ext Day	Lincoln Elementary	12/17/2021
	Patino Mendoza	Brian	Assistant, Noontime	Tehipite Middle School	12/17/2021
	Pimentel	Alma	Manager Assistant Project	Facilities Mgmt & Planning	12/31/2021
	Pompa Beal	G	Assistant, School Office	Sunnyside High School	1/31/2022
	Robinson	Robin	Paraprof, Moderate/Severe	– Tioga Middle School	1/14/2022
	Ruiz	Rosemary	Nutrition Services Assistant	Food Services	12/31/2021
	Saldana	Cristina	Assistant, Noontime	Leavenworth Elementary	12/17/2021
	Turner	Chinia	Paraprof, Mild/Moderate	Birney Elementary	12/2/2021
	Vargas	Maria	Assistant, Noontime	Leavenworth Elementary	12/17/2021
	Villasenor	Teresita	Specialist, Primary Lang Instr	Special Ed	3/31/2022
	Ward	Kaycee	Assistant, Attendance Records	Bullard High School	2/4/2022
Man	agement Certificated				
	Pimentel	Elizabeth	Social Worker, School	Rowell Elementary	12/20/2021
Man	agement Classified				
	Esquivel	Amy N	Coordinator I, Purchasing	Purchasing Dept	10/11/2021
	Madden	Katherine	Manager II, General	Preschool Office	12/31/2021
	VE REQUEST				
	tificated Personnel				
Cen			Taaahaa Elamantan.		44/4/0004
. .	Rodriguez Murillo	Celina	Teacher, Elementary	Williams Elementary	11/1/2021
Clas	ssified Personnel				

Constante	Monica	Paraprof, Child Development	Early Learning Center	11/22/2021
Martinez	Monica	Custodian	Eaton Elementary	11/22/2021
Pang	Ruilian	Paraeducator, Community Based	Rata	12/30/2021
MONTH REEMPL	OYMENT RIGH	rs		
sified Personnel				
Perez	Cecilia	Paraprof, Mild/Moderate	Rowell Elementary	8/13/2021
MOTIONS				
ssified Personnel				
Avila	Felipe	Specialist, Tech Support II	Technology Services	12/13/2021
Lopez	William	Plant Coordinator I	Balderas Elementary	12/2/2021
Marquez	Richard	Supervisor, Warehse Operations	Warehouse	12/16/2021
Moore	Shenayah	Nutrition Services Operator	Food Services	1/10/2022
Navarro	Norma	Manager, School Office Middle	Fort Miller Middle School	1/3/2022
Ojeda	Leslie	Technician, Budget II	State & Federal Programs	12/13/2021
Ortiz	Rosemary	Paraprof, Early Chldhd Mil/Mod	Anthony Elementary	1/11/2022
Puentes	Maria	Paraprof, After Schl/Ext Day	Delmar Elementary	12/17/2021
Sacca	Alisha	Technician, Libr Media-Elem	Malloch Elementary	1/10/2022
Suarez	Felicia	Nutrition Services Operator	Food Services	1/10/2022
Taylor	Denise	Paraeducator, Autism	Rata	12/13/2021
Thao	Keezeng	Assistant, Campus Safety	Phoenix Acad Elementary-Dcds	12/17/2021
Vargas Lopez	Maricela	Paraprof, Child Development	Turner Elementary School	12/14/2021
Vue	Pa	Assistant, Office III	Parent Involvement Office	12/9/2021
agement Certificated	t			
Castellon	Yldelisa	Vice Principal III	Hoover High School	12/6/2021
Torres	Andreina	Counselor, School	Bullard High School	12/13/2021
agement Classified				
Johal	Tarandeep	Analyst I, Information Systems	Human Resources	12/28/2021
Lee	Bee	Analyst I, Budget	Fiscal Services	12/15/2021
Mrkaich	Cheryl	Manager, Project (General)	Summer School	1/10/2022
Pelayo	Edgar	Manager III, General	Equity and Access	1/3/2022
Seib	Tyler	Analyst I, Human Resources	Human Resources	12/28/2021
Walter	Eric	Coordinator II, Career Educ	Mclane High School	12/14/2021

Fresno Unified School District Board Agenda Item

Board Meeting Date: January 12, 2022

AGENDA ITEM A-3

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

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

TITLE AND SUBJECT: Adopt Resolution Endorsing Inclusive Education Practices for Every Student in Fresno Unified School District

ITEM DESCRIPTION: Included in the Board binders is a resolution endorsing inclusive school hallmark practices for every student in Fresno Unified School District.

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

PREPARED BY: Kim Mecum, Chief Academic Officer

CABINET APPROVAL: Kim Mecum, Chief Academic Officer

DIVISION: Office of Chief Academic Officer PHONE NUMBER: (559) 457-3731

SUPERINTENDENT APPROVAL:

Sht A. Lebo

BOARD OF EDUCATION

Elizabeth Jonasson Rosas, President Genoveva Islas, Clerk Valerie F. Davis Claudia Cazares Major Terry Slatic USMC (Retired) Keshia Thomas Trustee Area 5 (Vacant)

> SUPERINTENDENT Robert G. Nelson, Ed.D.



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

In the Matter of Endorsing Inclusive Education	า)
Practices for Every Student in)
Fresno Unified School District)

Resolution 21-15

WHEREAS, it is a primary goal of the Fresno Unified School District (FUSD) to create schools with a core ideal of inclusion for all students and their diversity of needs existing in our region, On this date, we endeavor to focus on inclusion of students with disabilities, as students with disabilities also demonstrate diversities in ethnicity, language, nationality, religion, race, socioeconomic status, parental status, or immigration status, gender, and gender expression.

WHEREAS, our school district believes celebrating the diversity of our community makes everyone better, each infant, child and young adult in our school communities has gifts, talents, strengths, and capacities that are waiting to be uncovered for their future and the future of the larger community in our valley.

THEREFORE, BE IT RESOLVED that the FUSD Board of Education hereby endorses the following inclusive school hallmark practices for every student:

- Students are, first and foremost, general education students, welcomed in their neighborhood school to the greatest extent possible.
- Families and students will be embraced as part of the Individualized Education Program Team in the decision of the appropriate placement for the education of the student.
- All students will have the opportunity to participate with same-age typical peers with the support available for expected success to the greatest extent possible.
- Students receiving services will have the opportunity to attend classes that reflect their strengths and interests. Accommodations and support are provided as stated in their Individualized Educational Plan and will be directed by the Individualized Education Program Team.
- School programs, including extracurricular activities and interventions, shall include all students with appropriate accommodations and supports in place to the greatest extent possible.

- We will hold high expectations with challenging objectives for growth and development for each student in all areas including academic, behavior, physical, health, hearing/vision, adaptive, communication, social, technology, and career development.
- Students will receive scaffolded instruction within a Multi-Tiered System of Support in general education with a framework of Universal Design for Learning, project based learning, and other related services as determined by the Individual Education Program Team.
- We will provide opportunity to have access to maximal time in a general education setting, not limited to lunch and recess, but rather meaningful educational and social experiences.
- We honor the requirement that students shall be served in the least restrictive environment, acknowledging each student as an individual with specific needs for the optimal learning opportunity.
- Students will be supported by staff that exhibit a growth mindset that presumes ability for each student while offering a positive and inclusive climate and culture.
- School staff will make every effort to use language that describes the person first, without reference to a disability ("people first language"), when referring to students, families, and programs for individuals who have special needs. Students will not be identified as Special Education students, but rather as students receiving support services from Special Education.
- We hold high expectations for all staff, and we are committed to providing the support needed to assist all staff in upholding these high expectations from professional development, coaching, co-teaching, family training, and additional training opportunities for students under various programs.
- Families are recognized as a valuable member of the team and are the primary voice for students, until students can self-advocate, with a circle of support identified by the student. Communication, education, and collaboration with families is a hallmark for student success.

With these inclusive education practices in mind, now be it resolved, that the Fresno Unified School District celebrates all students and strives to model professionalism, respect, empathy, and high expectations for every student in every setting.

Adopted this 12th day of January 2022 by the Board of Education of Fresno Unified School District, by the following vote:

AYES:	
NOES:	
ABSENT:	

Board Meeting Date: January 12, 2022

AGENDA ITEM A-4

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

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

TITLE AND SUBJECT: Approve Minutes from Prior Meetings

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the November 03 and November 17, 2021 Regular Board Meetings.

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

PREPARED BY: David Chavez, Chief of Staff

CABINET APPROVAL: David Chavez, Chief of Staff

DIVISION: Superintendent's Office PHONE NUMBER: (559) 457-3566

SUPERINTENDENT APPROVAL:

1 A The



MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California November 03, 2021

Fresno Unified School District, Education Center, 2309 Tulare Street, Fresno, CA 93721.

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on November 03, 2021, there were present Board Members Cazares, Islas, Jonasson Rosas, Major Slatic, Thomas, and Board President Davis. Superintendent Dr. Nelson was also present. The Trustee Area 5 seat is vacant.

Board President Davis CONVENED the Regular Board Meeting at 4:45 p.m. and ADJORNED to Closed Session to address items one through six.

Board President Davis RECONVENED the meeting to Open Session at 7:31 p.m.

Reporting Out of Closed Session

On a motion by Board Clerk Thomas, seconded by Board Member Islas, the Board took action in Closed Session to give Superintendent Dr. Nelson a positive evaluation for the period of August 2020 through September 2021, by a vote of 5-1-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Thomas, and Board President Davis. NOES: Member Major Slatic. The Trustee Area 5 seat is vacant.

PLEDGE OF ALLEGIANCE

Chief Information Technology Officer Tami Lundberg led the flag salute.

HEAR Report from Superintendent

Thanked the Board of Trustees for another positive evaluation this year. It is not an easy time to be a leader, as they know themselves, but it continues to be the greatest honor of my career to serve our Fresno Unified Family. To lead effectively, we must simultaneously keep an eye on the bigger vision AND be able to pivot and respond to the urgent needs of our district daily. I'm proud that in the last 3 years the SBAC was administered prior to the pandemic, Fresno Unified increased the percentage of students Meeting/Exceeding Standards in Literacy by about 7% and by almost 8% in Mathematics. Respectively, this accounts for progress which was 3.5 times greater and 2.7 times greater than the State of California's change over the same period. I'm also simultaneously aware of and addressing the urgent need of the pandemic's effects on our student's achievement and progress, as well as the impacts on our staff and teachers. Our work is incredibly important and impactful, and I'm grateful to continue to have the opportunity to serve moving forward.

- Shared, we continue to drive toward solutions to protect teacher prep time while not reducing instructional minutes for students, disrupting schedules for families, or shifting additional burdens to site leaders or classified staff. In doing so, we are continuing to increase our substitute pool and their activity. Just yesterday, in collaboration with our labor partners at Fresno Area Substitute Teachers Associations (FASTA), we agreed to provide an additional \$200 stipend for substitute teachers when they work 20 full, consecutive school days as assigned by the district. That is an opportunity for our substitutes to make an additional \$1,260 dollars this school year. We also agreed to offer an additional \$100 shortage stipend for all substitutes who take a full-day, district assignment on Friday, November 12, 2021. With Friday falling after the Veteran's Day holiday on Thursday, we are anticipating a large number of vacancies and want to be as prepared as possible to support our schools. Thank you to our Human Resources team and our partners at FASTA for making this happen.
- Shared, next week, the week of November 8 12, is National School Psychology Week. As a district we've consistently increased our social emotional supports year after year, and we couldn't do without our School Psychologists! So, I'd like to publicly celebrate, recognize, and honor our Fresno Unified school psychologists and their contribution to students and to our entire Fresno Unified family!
- Shared, Fresno Unified is also proud to celebrate November as National Native American Heritage Month. Our curriculum and instruction team always spend time creating potential lessons and celebrations for teachers to utilize in their classrooms this month and I encourage all of us to take some time to celebrate the accomplishments and contributions of our Native American community as the first inhabitants of this land.
- Announced to parents and students next week is our Virtual Choose Your Future week! This week includes our School Choice Expo, CTE Ticket to the Future, and Student Showcase – all virtually! We will offer five days of virtual exploration from November 8 - 12 to help students of all ages and their families learn about our district's magnet and specialized programs. This is an important time for students and families as they prepare for the December 1 deadline for school transfer applications. Our eighth graders will spend time with their teachers virtually exploring the options available to them as they prepare to move on to high school. Students will learn about specialty high schools and career technical education pathways, and explore campus culture, activities and sports options with students from their regional high school. Choose your Future Week also includes the virtual version of the district's annual School Choice Expo. Using the online format, the district will host nightly live presentations, and families can visit virtual exhibitor booths any time during the week from among nearly 30 magnet and specialized schools. Head to www.fresnounified.org/schoolchoice2021 to register and make sure you get your transfer applications in by December 1, 2021!
- Shared, highlight of Yosemite Middle School's Dual Immersion Program! This is one of the many choices available to students and families as you determine what opportunities are best suited for your individual child.
- Congratulated the whole Yosemite Team and all of our staff who make our School Choice options so expansive and accessible for our students and families.

OPPORTUNITY for Public Comment on Consent Agenda Items

For the record, the Board received one request to address the Board on the Consent Agenda. The individual's name along with a summary of topic is listed as follows:

1. Andrew Fabela: Spoke to the need for substitute teachers.

On a motion by Board Clerk Thomas, seconded by Board Member Cazares, the Consent Agenda, with the exception of Agenda Items A-3, A-6, and A-9, which were pulled for further discussion, was approved by a roll call vote of 6-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Major Slatic, Thomas, and President Davis. The Trustee Area 5 seat is vacant.

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 so requests, in which event, the item(s) will be considered following approval of the Consent Agenda.

A. CONSENT AGENDA

- A-1, APPROVE Personnel List APPROVED as recommended, the Personnel List, Appendix A, as submitted.
- A-2, 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 October 27, 2021 Regular Board Meeting.

A-3, ADOPT Emergency Resolution Delegating Authority to Take Necessary Action to Protect Students and Staff from Substitute Shortages during the 2021/22 School Year

ADOPTED as recommended, a resolution declaring the existence of an ongoing emergency within the district arising from a shortage of substitutes and delegates and authorizes the District Superintendent to take all appropriate action to respond to the emergency substitute shortage, including but not limited to, recruiting and retaining qualified substitutes to meet the district substitute staffing needs, ensuring and protecting the welfare, safety and educational wellbeing of all students, providing necessary staffing and instruction, and to reduce the need to deploy students and to reduce the need for having to use classified, certificated and administrative staff to cover for substitute shortages.

For the record, Board Members had comments/questions pertaining to Agenda Item A-3. A summary is as follows: Commented can see the imperative need to

address the teacher shortage. Requested clarity as to if the resolution will circumvent a teacher's right to decline. Requested clarity as to welfare and safety statement, are background checks being by-passed to expedite hiring. Commented does not see how the Fresno Unified Board of Education has hampered the hiring of substitutes, and suggested the resolution be amended to a proclamation rather than a delegation of board authority. Superintendent Dr. Nelson was available to provide clarity.

On a motion by Board Clerk Thomas, seconded by Board Member Jonasson Rosas, Agenda Item A-3 was adopted by a vote of 5-1-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Thomas, and Board President Davis. NOES: Member Major Slatic. The Trustee Area 5 seat is vacant.

A-4, ADOPT Resolution Proclaiming November 08 – 12, 2021, as National School Psychology Week

ADOPTED as recommended, a resolution proclaiming November 08 – 12, 2021, as National School Psychology Week.

A-5, APPROVE Minutes from Prior Meeting APPROVED as recommended, the draft minutes for the October 27, 2021 Regular Board Meeting.

A-6, APPROVE Agreement with Green Meadows Outdoor School, Merced County Office of Education

APPROVED as recommended, an agreement with Green Meadows Outdoor School.

For the record, Board Members had comments/questions pertaining to Agenda Item A-6. A summary is as follows: Requested clarity as to how many students served and if there is a price per child. Requested clarity as to if the district is maximizing the slots. Assistant Superintendent Bryan Wells was available to provide clarity.

On a motion by Board Member Jonasson Rosas, seconded by Board Clerk Thomas, Agenda Item A-6 was approved by a vote of 6-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Major Slatic, Thomas, and Board President Davis. The Trustee Area 5 seat is vacant.

A-7, RATIFY Change Orders

RATIFIED as recommended, information on Change Orders for the following projects:

Bid 20-19, Fresno High School Career Technical Education (CTE) BuildingConstructionChange Order 7 presented for ratification\$ 24,533

Bid 20-49, Juan Felipe Herrera New Elementary School	
Change Order 4 presented for ratification	\$ 83,643

Bid 21-34, Ventura and 10th South Campus Site and Tenant Improvements, Buildings C and D South Campus Site, Change Order 2 presented for ratification \$ 42,633

Tenant Improvements, Change Order 2 presented for ratification \$ 428,236

A-8, RATIFY Purchase Orders from August 01, 2021 through August 31, 2021 – Primary Report

RATIFIED as recommended, information on purchase orders issued from August 01, 2021 through August 31, 2021. 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.

A-9, RATIFY Purchase Orders from August 01, 2021 through August 31, 2021 – Supplemental Report

RATIFIED as recommended, information on purchase orders issued from August 01, 2021 through August 31, 2021.

For the record, Board Member Jonasson Rosas read a statement as follows:

"Agenda Item A-9 on tonight's Consent Agenda contains purchase orders for the Fresno Economic Opportunities Commission (Fresno EOC). I was previously employed with the Fresno EOC which is a nonprofit corporation. I did not participate in the making of these contracts related to these purchase orders, but because of my previous employment with Fresno EOC I have a remote financial interest in these contracts. Therefore, consistent with my prior recusals relating to Fresno EOC and in the interest of full transparency, I am abstaining from this vote pursuant to Board Bylaw 9270."

On a motion by Board Clerk Thomas, seconded by Board Member Cazares, Agenda Item A-9, was approved by a vote of 5-0-1-0, as follows: AYES: Board Members: Cazares, Islas, Major Slatic, Thomas, and President Davis. ABSTAINED: Board Member Jonasson Rosas. The Trustee Area 5 seat is vacant.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received nine requests to address the Board during Unscheduled Oral Communications. The individual's name along with a summary of topics are listed as follows:

- 1. Scarlet Grandos Salagado: Concerns with Fresno High School Aquatics.
- 2. Maria Nayeli Salazar Urbina: Concerns with Fresno High School Aquatics Program.
- 3. Octaviana Gonzalez: Does not support changing of instructional minutes.
- 4. Fabiola Felix: Does not support changing of instructional minutes.
- 5. Carmen Zamora: Concerned about academic data during pandemic.
- 6. Marcus Winston: Requested expansion of League of Black Leaders pilot program.
- 7. Rodger Brown: Requested funding for Watch Us Grow program.
- 8. Dr. KaHinde Sowazi: Yielded time to Mr. Winston.
- 9. Mr. Fabela: Requested name of firm investigating board members.

B. CONFERENCE/DISCUSSION AGENDA

B-10, DISCUSS and ADOPT Resolution 21-10 Authorizing the Issuance and Sale of 2021 Refunding General Obligation Bonds to Refund Outstanding General Obligation Bonds of The District and Approving Related Documents and Actions

OPPORTUNITY for Public Comment

For the record, the Board received zero requests to address the Board on Agenda Item B-10.

For the record, Board Members had comments/questions pertaining to Agenda Item B-10. A summary is as follows: Requested clarity as to the savings realized by the issuance of the bonds and the time period covered. Chief Financial Officer Santino Danisi was available to provide clarity.

On a motion by Board Member Cazares, seconded by Board Member Jonasson Rosas, Agenda Item B-10 was adopted by a vote of 6-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Major Slatic, Thomas, and Board President Davis. The Trustee Area 5 seat is vacant.

B. CONFERENCE/DISCUSSION AGENDA - continued

B-11, DISCUSS and APPROVE Nomination of Additional Committee Members that will Develop a Draft Policy on Renaming School Facilities

OPPORTUNITY for Public Comment

For the record, the Board received zero requests to address the Board on Agenda Item B-11.

For the record, there were no comments/questions pertaining to Agenda Item B-11 from Board Members .

On a motion by Board Member Jonasson Rosas, seconded by Board Member Cazares, Agenda Item B-11 was approved by a vote of 6-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Major Slatic, Thomas, and Board President Davis. The Trustee Area 5 seat is vacant.

C. RECEIVE INFORMATION & REPORTS

There were no items for this section of the agenda.

BOARD/SUPERINTENDENT COMMUNICATION

Member Jonasson Rosas: Requested clarity as to status update of Hmong Dual Immersion program. Requested status update of facilitating access for vaccination sites.

Member Cazares: Thanked staff, students and parents in the Hoover Region for their continued dedication support and patience which is helping to ensure students can learn and have a safe environment to learn. Shared she will have a meeting with Hoover Region teachers. Shared it is crucial we continue to collaborate, strategize and move forward together. Requested clarity as to if there are plans to provide student progress, and for student progress information to be made easier to read for families. Requested to be provided the completion date of the HVAC system at the Hoover High School Event Center and timeline of modernization of Hoover High School Library.

Member Islas: Recognized Native American Heritage Month and declared we sit on stolen land which is the home of the Yolkuts. Thanked staff, administrators, and teachers who incorporated Dia de los Muertos into art, activity, and lessons. Thanked Hoover High School athletics and football team and congratulated McLane for their win of the Revolution Bowl. Requested an objective review of were investments can be made to improve outcomes of English Learners. Requested clarity has to how the district is building a more robust after school program in support of student needs and individualized learning. **Board President Davis**: Shared information from attendance to the California Association of Black School Educators conference. Requested status update of when students at Fresno Adult School will receive computers. Thanked Javier's restaurant for support in feeding football players.

Board Clerk Thomas: Shared information from attendance to the California Association of Black School Educators conference, specifically a book purchased titled, *Bottled Up*. Shared she is looking forward to the work the district will do after reading this book.

D. ADJOURNMENT

Board President Davis ADJOURNED the meeting at 8:55 p.m.



MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California

November 17, 2021

Fresno Unified School District, Education Center, 2309 Tulare Street, Fresno, CA 93721.

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on November 17, 2021, there were present Board Members Cazares, Islas, Jonasson Rosas, Major Slatic, Thomas, and Board President Davis. Superintendent Dr. Nelson was also present. The Trustee Area 5 seat is vacant.

Board President Davis CONVENED the Regular Board Meeting at 4:30 p.m. and ADJORNED to Closed Session to address items one through five.

Board President Davis RECONVENED the meeting to Open Session at 7:20 p.m.

Reporting Out of Closed Session

• No actions to report from Closed Session.

PLEDGE OF ALLEGIANCE

Chief Communications Officer Nikki Henry led the flag salute.

HEAR Report from Superintendent

- Recognized November as Sikh Heritage Month. The California Legislature proclaimed November 2021 as Sikh Heritage Month across the state and I'm proud our district is doing the same. Our Sikh and Punjabi community have made incredible contributions locally, statewide and nationally. Please take some time this month to learn more and to celebrate our Sikh community.
- Thanked all staff who joined our second virtual staff town hall yesterday afternoon. We we're able to answer some common questions from our teams regarding the most up to date COVID-19 protocols, our substitute teacher recruitment efforts and progress, and much more. You should have received the recording and presentation via email from the Communications Department this afternoon.
- Discussed our joint statement on Monday with the Fresno Teachers Association. Fresno Unified and the Fresno Teachers Association continue to discuss ways in which to address teacher concerns around planning and preparation time. We announced on Monday the first agreed-upon method meant to provide flexibility. Beginning this past Monday, all scheduled Professional Learning/Professional Learning Community meetings for the remainder of the first semester are at the discretion of the educators on site, without expectation of mandated meeting hours. We recognize that this pandemic version of education has been a challenge

for all involved and that supporting our classrooms is our first priority. We look forward to continued collaboration in support of teaching and learning.

- Shared, yesterday, myself and members of our Executive Cabinet had the opportunity to tour Juan Felipe Herrera Elementary as it continues moving through the construction process. First, thank you to Principal Naranjo and to our Facilities team for a wonderful tour. We've learned much over the years and I'm proud to see a lot of the things at Herrera that we have come to realize are great for our elementary school students and for our local communities. Things such as; a designated music room, including rehearsal and recording areas, private office spaces for social workers, psychologists and nursing staff, maker spaces, designated preschool spaces with appropriately sized fixtures, a larger soccer field and snack bar for community games, and a school health clinic facility to be staffed by a community health partner. To our Board, you should have an invite shortly to take your tour and I hope you all get to join to see your investment progress. Thank you, Fresnans, for your support of bonds to help build great facilities and programs for our kids.
- Announced, official grand opening tomorrow of Fresno High's newest Career Technical Education building. The facility houses a state-of-the-art Video Production studio, HVAC and Construction spaces and a Presentation Space / Career Center that will be utilized by school, district and community partners. Board members have all received an invitation to join us tomorrow and I hope to see you all there as we celebrate!
- Congratulated Trustee Islas for being selected as a 2021 Hero for the Central Valley Health Policy Institute in the College of Health and Human Services at Fresno State. We're proud to see your health and human services work recognized!
- Shared a great video highlighting the recent Basketball Camp in honor of Homeless Youth Awareness Month in November.

OPPORTUNITY for Public Comment on Consent Agenda Items

For the record, the Board received two requests to address the Board on the Consent Agenda. The individual's name along with a summary of topic are as follows:

- 1. Andrew Fabella: Asked how staff will encourage parents to attend Springboard workshops, A-7.
- 2. Andrew Fabella: Commented on importance of tutoring services, A-14.

On a motion by Board Clerk Thomas, seconded by Board Member Islas, the Consent Agenda, with the exception of Agenda Items A-3, A-7, A-11, and A-14, which were pulled for further discussion, was approved by a roll call vote of 6-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Major Slatic, Thomas, and President Davis. The Trustee Area 5 seat is vacant.

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 so requests, in which event, the item(s) will be considered following approval of the Consent Agenda.

A. CONSENT AGENDA

A-1, APPROVE Personnel List

APPROVED as recommended, the Personnel List, Appendix A, as submitted. The Superintendent <u>recommends approval</u>.

A-2, ADOPT Findings of Fact and Recommendations of District Administrative Board

ADOPTED are 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 October 27, 2021 Regular Board Meeting.

A-3, ADOPT Resolution Proclaiming November 2021 as Sikh Heritage Month ADOPTED as recommended, a resolution proclaiming November 2021, as Sikh Heritage Month.

For the record, Board members had comments/questions pertaining to Agenda Item A3. A summary is as follows: Thanked the Sikh Community for their contributions to the San Joaquin Valley. Read an excerpt from the resolution.

On a motion by Board Member Islas, seconded by Board Clerk Thomas, Agenda Item A3 was adopted on a vote of 6-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Major Slatic, Thomas, and Board President Davis. The Trustee Area 5 seat is vacant.

- A-4, APPROVE Agreement with Fresno Chaffee Zoo, Winter Camp 2021 APPROVED as recommended, a request to approve an agreement with Fresno Chaffee Zoo, Winter Camp 2021 to provide enrichment learning opportunities for Fresno Unified students in grades K-4.
- A-5, APPROVE Agreement with Artist Jason Esquivel as Part of Winter Session 2021
 APPROVED as recommended, an agreement with artist Jason Esquivel who will provide mural art experiences to students at six Fresno Unified middle schools during Winter Session 2021.
- A-6, APPROVE Agreement with Mindsets Learning, Inc. to Support Winter Camps 2021

APPROVED as recommended, an agreement for Mindsets Learning, Inc. The agreement will furnish Fresno Unified with a Common Core State Standard-aligned math program called "Mindsets Learning Challenges" designed to improve educational outcomes for students through authentic real- world learning challenges as part of Winter Camp 2021.

A-7, APPROVE Agreement with Springboard Collaborative

APPROVED as recommended, the Springboard Collaborative agreement to offer after school literacy programs at ten identified elementary sites in Spring 2022.

On a motion by Board Member Cazares, seconded by Board Clerk Thomas, Agenda Item A7 was approved on a vote of 6-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Major Slatic, Thomas, and Board President Davis. The Trustee Area 5 seat is vacant.

A-8, APPROVE Renewal Agreement with Physmetrics, LLC

APPROVED as recommended, a renewal agreement with Physmetrics to administer chiropractic and acupuncture services on behalf of benefit eligible employees and retirees.

A-9, APPROVE Addendum to the Center for Advanced Research and Technology Operating Agreement APPROVED as recommended, an Addendum to the Operating Agreement between Fresno Unified School District, Clovis Unified School District, and the Center for Advanced Research and Technology to replace classroom chairs.

A-10, APPROVE Amendment to the Agreement for the California Teaching Fellows Foundation

APPROVED as recommended, a request to amend an agreement with the California Teaching Fellows Foundation for increased tutoring services in the after-school expansion.

A-11, APPROVE Award of Bid 22-04, Fresh Organic Produce

APPROVED as recommended, information on Bid 22-04, to establish fixed pricing of fresh organic produce for the district's breakfast, lunch and super snack meal programs.

For the record, Board members had comments/questions pertaining to Agenda Item A-11. A summary is as follows: Requested clarity as to if the district is experiencing a deficiency in meeting USDA requirements of approved fruit and vegetable offerings. Requested clarity as to if the district is using any unique efforts to bring small farmers into the district as vendors. Commented on aggregation systems needed to help small farmers meet the demand. Requested clarity as to

when vendors are added will this item return to the Board. Stressed the need for a variety of fruit and vegetable options for students. Chief Operations Officer Karin Temple was available to provide clarity.

On a motion by Board Member Islas, seconded by Board Member Cazares, Agenda Item A-11 was approved on a vote of 6-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Major Slatic, Thomas, and Board President Davis. Trustee Area 5 seat is vacant.

A-12, APPROVE Award of Bid 22-14, Ahwahnee Middle School Locker Room Heating Replacement

APPROVED as recommended, information on Bid 22-14, to replace the existing gas-fired heaters in the Boys and Girls Locker Rooms with new forced air heaters.

A-13, APPROVE Award of Bid 22-15, Edison High School Multipurpose Room HVAC Replacement

APPROVED as recommended, is information on Bid 22-15, to replace the existing heating and cooling system that services the stage in the multipurpose room at Edison High School.

A-14, APPROVE Award of Request for Qualifications 22-09, Extended Learning Enrichment Services

APPROVED as recommended, Request for Qualifications (RFQ) 22-09, to provide a pool of qualified vendors to provide enrichment services outside of the regular school day.

For the record, Board Members had comments/questions pertaining to Agenda A-14. A summary is as follows: Requested clarity as to if an opportunity was provided for vendors not already on the approved vendors list to participate. Requested clarity as to if these vendors will function as after school providers. Expressed the importance of valuation metrics when agreements come to the Board. Requested in future meetings staff inform the Board of supports and services vendors will be offering, specifically in after school programing. Requested clarity as to how request for services are made. Assistant Superintendent Jeremy Ward was available to provide clarity.

On a motion by Board Member Islas, seconded by Board Clerk Thomas, Agenda Item A-14 was approved by a vote of 6-0-0-0 as follows: AYES: Cazares, Islas, Jonasson Rosas, Major Slatic, Thomas, and Board President Davis. Trustee Area 5 is vacant.

A-15, RATIFY Agreement with Key2Ed RATIFIED as recommended, an agreement with Key2Ed.

A-16, RATIFY Change Orders

RATIFIED as recommended, information on Change Orders for the following projects:

- Bid 20-49, Juan Felipe Herrera New Elementary School Change Order 4 presented for ratification \$83,643
- Bid 21-11, Edison High School Gymnasium Addition Change Order 4 presented for ratification \$113,678
- Bid 21-25, Hoover High School Career Technical Education (CTE) Building and Construction Trades, Classroom Shop Improvements Change Order 2 presented for ratification \$30,682
- Bid 21-35, Jackson Elementary School Multipurpose Building Reconstruction Change Order 1 (MPR Bldg) presented for ratification \$3,877 Change Order 1 (Shade Structure) presented for ratification \$7,595
- Bid 21-45, Webster Elementary School Multipurpose Room Plumbing Replacement Change Order 1 presented for ratification \$10,146
- Bid 21-47A, Burroughs Elementary School Energy Management System Replacement Change Order 1 presented for ratification \$10,209
- Bid 21-47B, Eaton and Rowell Elementary Schools Energy Management System Replacement Change Order 1 presented for ratification \$5,997
- Bid 21-49, Chilled Water Buffer Installation at Various Sites Change Order 1 presented for ratification \$5,100
- Bid 21-51, Sunnyside High School Track Resurfacing Change Order 1 presented for ratification \$20,668

A-17, RATIFY the Filing of Notices of Completion

RATIFIED as recommended, Notices of Completion for the following projects, which has been completed according to plans and specifications.

• Bid 21-45, Webster Elementary School Multipurpose Room Plumbing Replacement

• Bid 21-49, Chilled Water Buffer Tank Installation at Various Sites Bid 21-51, Sunnyside High School Track Resurfacing

UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received five requests to address the Board during Unscheduled Oral Communications. The individual's name along with a summary of topic are listed as follows:

- 1. Nida Guzon Palmore: Community involvement, transparency and accounting.
- 2. Eric Rollins: Learning loss.
- 3. James Barr: Praise for eLearn Academy and JE Young.
- 4. Andrew Fabella: Information requested.
- 5. Joe Russomano: Vaccine mandates, masks.

B. CONFERENCE/DISCUSSION AGENDA

B-18, DISCUSS Measure M Update and APPROVE Revised Measure M Investment Priorities

OPPORTUNITY for Public Comment

For the record, the Board received one request to address the Board on Agenda Item B-18. The individual's name along with a summary of topic is listed as follows:

1. Andrew Fabela: Use of Bond funds.

For the record, Board Clerk Thomas motioned to approve Agenda Item A18. Before a second was provided, Board members had comments/questions to address.

For the record, Board Members had comments/questions pertaining to Agenda Item B-18. A summary is as follows: Requested clarity as to which of the seven high school gymnasiums will not have air conditioning after all scheduled projects are completed. Commented on hesitation of planning next bond projects by adding a two-story cafeteria at Fresno High due to not knowing what the community will request at that future time. Commented on higher areas of concern for the project list that pertain to points of access and safety issues. Commented on the number of portables on campuses and the conditions of portables. Chief Operations Officer Karin Temple was available to provide clarity.

For the record, Board Member Cazares made a motion to add Bullard High

B. CONFERENCE/DISCUSSION AGENDA

School's second gymnasium to the project list for air conditioning. Board Clerk Thomas seconded. A vote was not completed due to a prior motion in need of action.

On a motion by Board Clerk Thomas, seconded by Board Member Jonasson Rosas, Agenda Item B-18 was approved by a vote of 4-2-0-0 as follows: AYES: Board Members: Islas, Jonasson Rosas, Thomas, and Board President Davis. NOES: Board Members: Cazares and Major Slatic. The Trustee Area 5 seat is vacant.

For the record discussion to clarify which motion was acted on followed. Chief of Staff Chavez provided clarity that the first motion by Clerk Thomas to approve Agenda Item B-18 as presented was what the Board voted on and approved; and staff at the direction of the majority of the Board and with a commitment from the Superintendent will add the Bullard High School second gymnasium air conditioning project to the work list.

C. RECEIVE INFORMATION & REPORTS

For the record, the Board was in receipt of one item as follows:

C-19, RECEIVE the Fresno Unified School District First Quarter Investment Report for Fiscal Year 2021/22

BOARD/SUPERINTENDENT COMMUNICATION

Member Cazares: Commented on meetings with Hoover teachers pertaining to security concerns and thanked staff for leaning into conversations and addressing concerns. Shared excitement for first dedicated music room at Juan Felipe Herrera Elementary School. Shared appreciation for district's standard moving forward for elementary schools to have music rooms. Requested clarity as to the opportunity for an open house event to view the new school. Requested follow-up to request for copy of Tioga site plan. Requested staff to help with parking issues at Hoover on Barstow.

Board President Davis: Thanked Superintendent for bond clarification. Shared information on meal distribution during Thanksgiving break. Thanked speaker for comments pertaining to eLearn Academy. Thanked parents for participating in Parent University classes. Shout out to Fresno State for recognizing Board Member Veva Islas.

Member Jonasson Rosas: Thanked Roosevelt for ring. Commented on Dual Enrollment Board Communication and requested additional information on

planning and expansion.

Student Member Singh: Read a statement regarding a student concern pertaining to student participation in school events. Specifically, to selling tickets only on-line and with an additional \$1 service charge; this creates a divide for students which do not have access to technology or a debit card.

Student Member Islas: Thanked and commended staff for supporting student vaccine clinics. Commented on scientific clinical trials supporting student vaccines. Encouraged people to be vaccinated.

D. ADJOURNMENT

Board President Davis ADJOURNED the meeting at 8:06 p.m.

Fresno Unified School District Board Agenda Item

Board Meeting Date: January 12, 2022

AGENDA ITEM A-5

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

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

TITLE AND SUBJECT: Approve Agreement with Camp Oakhurst

ITEM DESCRIPTION: Included in the Board binders is an agreement with Camp Oakhurst, an outdoor school who provides sixth-grade students with the opportunity to gain hands-on science instruction, while building positive relationships with their peers, teachers, and adults. Camp Oakhurst is an existing site for middle school leadership camp and is a student favorite. The camp is located above Coarsegold, in the Sierra Nevada Forest, approximately an hour and a half from Fresno.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$275,000 are available in the Student Engagement budget.

PREPARED BY: Joe Di Filippo, Vice-Principal DIVISION: Instructional Division PHONE NUMBER: (559) 457-3731

SUPERINTENDENT APPROVAL:

Chief Academic Officer

CABINET APPROVAL: Kim Mecum.

Rht A. Jehon



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION	G2: Student Bngagement
School/Department Budget;	030-0173-0725-1110-5899
	Jos DiFilippo
Budget Manager Approval:	Again Bullett
Contractor's Vendor Name:	Camp Oakhurst
Contractor's Contact Person:	Săndy Otsuli
Contractor's Title:	Executive Director
Contractor's Telephone Number:	
Contractor's E-mail:	sandyo@campoakhurst.org
Contractor's Address:	3661 Mudge Ranch Road, Coarsegold, CA 93614
Contractor's Taxpayer ID# or SSN#:	

This Independent Contractor Services Agreement is made and entered into effective 01/24/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services, Contractor agrees to provide

As part of the Student Engagement, Guaranteed Educational Enrichment, sixth grade camp program, Camp Oakhurst will provide day camp and/or three-day, two-night camp leadership opportunities for sixth grade students. As part of the day and/or over-night experiences, Camp Oakhurst will provide full service support as appropriate including meals, accommodations, supervised recreation activities, and meeting spaces for in-person Fresno Unified sixth grade students and chaperones. Students will develop leadership and team building skills, develop stronger relationships with peers and teachers that will have a positive impact on the school site and classroom educational environment.

- 2. <u>Contractor Qualifications.</u> Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
- 3. <u>Term.</u> This Agreement shall begin on Click or tap to, 01/24/2022There shall be no extension of the term of the agreement without express written consent from all parties.
- 4. <u>Payment</u>, District agrees to pay Contractor at following rate of \$ 224.00 per Partic., Not to exceed \$ 275,000.00 Checks will be made payable to Camp Oakhurst . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed involce.
- 5, Incidental Expenses, I Yes (See below) I No, Vendor Initial here
 - a. Lodging \$ 0.00 ---- Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
 - b. Meals <u>\$ 0.00</u> Reimbursement limited to actual cost up to the following rates: Breakfast \$12,20, Lunch\$18.30, Dinner\$30,50. **Receipt Required*.
 - a Travel \$ 0.00 _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
 - d. Supplies <u>\$ 0.00</u> As negotiated with school/department contracting forservice.
 - e Total Estimated Cost (Sum of paragraphs 4 and 5a d): \$275,000.01
 - f. Other <u>\$ 0.00</u>

б.	<u>Employment</u> , Are you a current FUSD employee?	Yes	7 No
7.	CalPERS & CalSTRS, Are you a CalPERS or CalSTRS retiree?	🗌 Yes	🖸 No
8,	California Residency, Contractor is a resident of the state of California;	7 Yes	[] No

- <u>Report Fraud, Waste and Abuse</u>. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <u>http://www.ppopas.com/fresno-unified-fraud-alert</u>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the instine rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.
- 10. <u>Conflict of Interest</u>. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticlpate 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 ______ District's initials _______
- 11. <u>Anti-disorimination</u>. 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 oharacteristics 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 builying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounlfled.org, or in person at 2309 Tulare Street Fresno, CA 93721.
- 12. <u>Termination of Agreement</u>. Bither 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 4 and 5.

- 13. 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 Committee in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the Committee Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
 - Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to a 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.
 - Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a 4 valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either chroumstance:
 - 1. Contractor shall furnish the District with a copy of the demand, summons, subpoana or other legal process to compel such disclosure;
 - li. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - HI. 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.
 - a All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the Committee and 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 Contidential 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,
- 14. Injunctive Relief. Bash 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

1

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 Partles.

15. Indemnification and Hold Harmiess. 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 ("Indemnifees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnifees, 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 Indemnitees, 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 Indemnitees, 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 Indemnitees, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnitees, 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.

a 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.

16. Insurance, Without limiting "Contractor" indomnification, it is agreed that "Contractor" shall see use and maintain inforce during the term of this Agreement a Commercial General Liability policy (Contractual flability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) annual aggregate limit. Business automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$ 1,000,000) dollars per occurrence. 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 \$1,000,000 per claim and \$3,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactlye 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 (S) years after completion of work, Solf-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 Dishict.

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

- 17. <u>Independent Contractor Status</u>. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, ageni, partner, or joint venture of the District.
- 18. <u>Workers' Compensation Insurance</u>. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
- 19. 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 contact 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 will 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 further aoknowledges 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 constituents. Will have been convicted of a felony as defined in Education Code section 45122.1. "Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

- 20. <u>Taxes</u>. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or filinge 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.
- 21. <u>Assignment</u>. 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.
- 22. <u>Binding Bffect</u>. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
- 23. <u>Severability</u>. 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.
- 24. <u>Walver and Amendments</u>. 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.
- 25. <u>Governing Law.</u> 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.
- 26. <u>Attorney's Pees.</u> The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

27. <u>Written Notice</u>. 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;	Contractor; Camp Oakhurst
Ann Loorz Edward-Collins	Name: Sandy Otsuji
Purchasing Department Fresno Unified School District	Address:
4498 N. Brawley Avenue Fresno, CA 93722	3661 Mudge Ranch Road, Coarsegold, CA 93614
a Andrew De La Torra	

- e: Andrew De La Torre Benefits & Risk Management Fresno Unified School District 2309 Tulare Street Fresno, CA 93721
- 28. <u>Compliance with Law.</u> Bach and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
- 29. <u>Entire Agreement</u>. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be confradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
- 30. <u>Construction</u>. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
- 31. <u>Execution of Other Documents.</u> 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.
- 32. <u>Execution in Counterparts.</u> This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
- 33. <u>Board Approval</u>. For contracts in excess of \$15,000,00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

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

DISTRICT

Presno Unified School District

CONTRACTOR

Camp Oaldurst

Nume: Sandy Ofsuji

, Tille: Executive Director

11/17/21 Dute

Dule

Approved As To Form:

m

Santino Danisi, Interim Chief Financial Officer

Andrew De La Torre, Executive Director Benefils and Risk Management

11/18/2021 Date

.

Fresno Unified School District Board Agenda Item

Board Meeting Date: January 12, 2022

AGENDA ITEM A-6

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

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

TITLE AND SUBJECT: Approve Agreement with Professor & Lawyer Mark T. Harris

ITEM DESCRIPTION: Included in the Board binders is an agreement with Professor and Lawyer Mark T. Harris for the purpose of providing Social Justice Lecture Series sessions for district staff. Attendees will be provided with tools and strategies on how to bring conversations and issues of social justice into the classroom/school setting. In addition, they will receive in depth knowledge of how to provide students with valuable knowledge and experiences in critical thinking and respectful, meaningful conflict problem solving related to equality and fairness.

FINANCIAL SUMMARY: Sufficient funds of \$17,500 are available in the Student Engagement budget.

PREPARED BY: Lisa Nichols, Vice Principal on Special Assignment DIVISION: Instructional Division PHONE NUMBER: 457-3731

CABINET APPROVAL: Kim Mecum, Chief Academic Officer

Pel

SUPERINTENDENT APPROVAL:

Poht A. Julo



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Mark T. Harris	38 Still Beach Court, Sacramen	10, CA 95831
Vendor Name 916-396-5534	Address Mark T. Harris, Esquire	
Phone Number 13 (map)	Vendor Contact	Constant of the second s
From: January 8, 2022	Through: June 10, 2022	
Term (Deration)		
FUSD Contract Administrator: Lisa Nichols	Student Engagement	559-457-3476
Name	Site/ Dept	Telephone number
Budget (Fund-Unit-DeptActivity-Object)	030-0179-0725-1110-5899)
Annual Cost \$ 17,500.00 (Estimated Amoun	0	
Fingerprint Requirements: All Individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.	Yes 🗌	No 🗹
Scope of Work Summary;		
Attorney Mark Harris will present in a virtual/in-person for Champions and our Black Student Union (BSU) Advisors, o Social Justice Lecture Workshop Series, Attendees will be p issues of social justice into the chassroom/schurd setting. In critical thinking, respectful, and meaningful cooffict probler our legance during the formation graduation colobs at the theory that the state of the theory is 10, 2022, to cover all possible dates.	listrict leaders, site leaders, teacher wovided with tools and strategies o depth knowledge of how so provid n solving related to equality and fa atton.for.hume.f. 2000;2564/cmr2400	sand classified staff monthly a bow to bring conversations and a students valuable appendences in imess. Invadibility randor with bo
Date item is to appear on Board of Education Agenda:	01/12/2022 Agenda Item	(Contracts of \$15,000.00 or more)
Reviewed & approved by Cabinet Level Officer:	Bug " D. Ull.	11-09-2021
Reviewed & approved by Executive Director, Risk Ma mg: mant:	Cuchen Otto) aul18/2021

Please return signed contract to: Leticia deSantiago

Name

Department

G2 Student Engagement



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0179-0725-1110-5899

Lisa Nichols District Contact Person:

Budget Manager Approval:

ay Dunk Contractor's Vendor Name: Mark

Contractor's Contact Person: Mark T. Harris, Esquire

Contractor's Title: Attomey, Professor

Contractor's Telephone Number: 916-396-5534

Contractor's E-mail: ucmercedinv@gmail.com

Contractor's Address: 38 Still Beach Court, Sacomento, CA 95831

Contractor's Taxpayer ID# or SSN#:

12

This Independent Contractor Services Agreement is made and entered into offective 1/8/2022 Date") by and between the Fresno Unified School District ("District") and ("Contractor").

(the "Effective

1. Contractor Services. Contractor agrees to provide

Attorney Mark Harris will present in a virtual/in-person format to our African American Student Leadership Academy (AASLA) Champlons and our Black Student Union (BSU) Advisors, district leaders, site leaders, teachers and classified staff monthly Social Justice Lecture Workshop Sories. Attendees will be provided with tools and strategies on how to bring conversations and issues of social justice into the classroom/school setting. In depth knowledge of how to provide students valuable experiences in critical thinking, respectful, and meaningful conflict problem solving related to equality and fairness, loonhillit my wonder will the cor be juste chains the African Amerikaning selection for Just 5, 200 n cover allefights Presar Unified class of 2022 students who choose to participate Dates of Advinent Annovinum part this contract are January 3, 2022 time June 10, 2022, to cover all possible dates.

- <u>Contractor Qualifications</u>. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
 01/13/2022. WWH
- 3. <u>Term</u>. This Agreement shall begin on 04/03/22 . , and shall terminate on 06/10/22 . There shall be no extension of the term of the agreement without express written consent from all parties.
- 4. <u>Payment</u>. District agrees to pay Contractor at following rate of \$ 17,500.0 per_this cor, Not to exceed \$ 17,500.00. Checks will be made payable to Mark T. Harris . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed involce.
- 5. Incidental Expenses. D Yes (See below) D No, Vendor initial he (1
 - a Lodging \$0.00 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
 - b Meals <u>\$ 0.00</u> Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch\$18.30, Dinner\$30.50, **Receipt Required*.
 - Travel <u>\$0.00</u> 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 forservice.
 - e. Total Estimated Cost (Sum of paragraphs 4 and 5a d): \$ 17,500.00
 - f. Other \$0.00

 6. Employment. Are you a current FUSD employee?
 □ Yes
 ▷ No

 7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree?
 □ Yes
 ▷ No

 8. California Residency. Contractor is a resident of the state of California:
 □ Yes
 □ No

- 9. <u>Report Fraud. Waste and Abuse.</u> By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <u>http://www.prepus.com/fresno-unified-fraud-alert</u>. 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.
- 10. <u>Conflict of Interest</u>, 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 initiale



- 11. <u>Anti-discrimination</u>. Fresno Unified School District prohibits discrimination, harassment, intimidation, and builying 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, inlimidation, or builying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at <u>Paul.Idsvoog@fresnounified.org</u>, or in person at 2309 Tulare Street Fresno, CA 93721.
- 12. <u>Termination of Agreement</u>. 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

Fresno Unified Independent Contract

performed to the date of termination. The District may then proceed with the work in any manner the District deems ргорог.

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 dato in accordance with Paragraphs 4 and 5.

13. 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 desian, 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 Committee in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the Committee Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- a 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:
 - Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal i. process to compel such disclosure;
 - II. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - iii. Contractor shell 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.
- All Confidential Information provided by the District to Contractor is and shall forever remain the sole and C exclusive property of the Committee and 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.
- 14. 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 compatent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure Fresno Unified Independent Contract 4 5 4 -

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.

15. <u>Indemnification and Hold Harmless</u>. To the fullest extent allowed by law, the Contractor shall defend, indernnify and hold District, its agents, employees, Board of 'Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of indemnitees, 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 sile; 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 Indomnitees, 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 Indomnitees, notwithstanding whether liability is, can be or has yet been established.

h The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the indemnitees, in any such suit, action or other legal proceeding. The Contractor shall reimburse indemnitees, and each of them, for any and all legal expenses and costs incurred by each of them in connection there with 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.

16. 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 one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) annual aggregate limit. Business automobile Liability insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence. 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 \$1,000,000 per claim and \$3,000,000 aggregate. 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 relentions 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.

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

- 17. <u>Independent Contractor Status</u>. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
- 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.
- 19. <u>Pingerprinting Requirements</u>. 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 contact 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 <u>submit through the DISTRICT</u> fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(a) 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, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituents certify that none of these employees and/or affiliated constituents (s) will have been convicted of a felony as defined in Education Code section 45122.1. "Fingerprinting Requirements," is expressly understood and egreed to by the parties hereto;

Contractor's Initials MAN District's initials

- 20. 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.
- 21. <u>Assignment</u>. 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.
- 22. <u>Binding Effect</u>. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
- 23. <u>Severability</u>. 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.
- 24. <u>Wniver and Amendments</u>. 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.
- 25. <u>Governing Law</u>. 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 Fresne, California.
- 26. <u>Attorney's Fees</u>, The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

27. <u>Written Notice</u>. 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 thenotice.

District:	Contractor: Mark T. Harris
Ann Loorz Purchasing Department	Nome: Mark T. Harris, Esquire
Fresno Unified School	Address:
District 4498 N. Brawley Avenue Fresno, CA 93722	38 Still Beach Court, Sacramento, CA. 95831
c: Andrew De La Torre	

- Andrew De La Torre Benefits & Risk Management Fresno Unified School District 2309 Tulare Street Fresno, CA 93721
- 28. <u>Compliance with Law</u>. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
- 29. <u>Entire Agreement</u>. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
- <u>Construction</u>. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
- 31. <u>Execution of Other Documents</u>. 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.
- 32. <u>Bxecution in Counterparts</u>. 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.
- Board Approval. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

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

DISTRICT

Fresno Unified School District

Santino Danisi, Chief Financial Officer

Date

CONTRACTOR

Mark T. Harris

Title: Allomey, Professor Mark T. Harris, Esquire Na

NOVEMBER 8, 202

Dale

Approved As 'To Form;

Andrew De La Torre, Executive Director Benefits and Risk Management

1/18/2021 Date

Fresno Unified School District Board Agenda Item

Board Meeting Date: January 12, 2022

AGENDA ITEM A-7

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

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

TITLE AND SUBJECT: Approve Agreement with Dr. Hueling Lee

ITEM DESCRIPTION: Included in the Board binders is an agreement with Dr. Hueling Lee to assist with the implementation of the criteria for the Seal of Civic Engagement. This agreement will provide consultation for leading Civic Advisory team meetings, creating a district-wide criteria aligned to the State criteria including a rubric, professional learning, and a communication plan for all educational partners.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$15,500 are available in the Curriculum, Instruction, and Professional Learning budget.

PREPARED BY: Carlos Castillo, Instructional Superintendent

CABINET APPROVAL: Kim Mecum Chief Academic Officer

DIVISION: Curriculum and Instruction PHONE NUMBER: (559) 457-3137

SUPERINTENDENT APPROVAL:

Pahl A. Lebon



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Hueling M. Lee dba: AdaptED Partners	7645 Valley Wood Drive, Sacramento CA 95828		
Vendor Name 617-233-5762	Address Hueling M. Lee		
Phone Number	Vendor Contact		
From: January 13, 2022	Through:	May 31, 2022	
Term (Duration)			
FUSD Contract Administrator: Edith Navarro	Curriculum, l	Instruction & Professional Learn 559-457-3874	
Name	Site/ Dept	Telephone number	
Budget (Fund-Unit-DeptActivity-Object)	060-3010-0700-1110-1000-5899		
Annual Cost \$ 15,500.00 (Estimated Amoun	t)		
Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Scope of Work Summary:	Yes	No 🗹	
 Co-plan and co-facilitate Civic Advisory Team meetings t development; Site and community capacity building; Calil prior to submission; Cycle of Continuous Improvement; Continue building capacity in district and site coordinators Refine and vet resources Communicate with stakeholders Review possible civic engagement projects o Meet with district coordinators and site coordinators to o Develop and initiate plans to expand communication, enga Support site civic champions and district coordinators in r Engage in Cycle of Continuous Improvement to reflect on o Develop survey Letter of summary and recruitment for future sites and p 	brate scoring of J s discuss cycle agement, and suj eviewing studen implementation	project rubric; Provide sample packet and for review poport across K-12 nt projects and applying for the State Seal	
Date Item is to appear on Board of Education Agenda:	01/12/22	Agenda Item #(Contracts of \$15,000.00 or more)	
Reviewed & approved by Cabinet Level Officer:	Signed	h Chitto / E/De	
Reviewed & approved by Executive Director, Risk Management:	Signed	enter 1/5/2022 Date	
Please return signed contract to: CJ Bohanon	-	um, Instruction & Professional Learning	
Name	Department	t	



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget:	060-3010-0700-1110-1000-5899
District Contact Person:	Edith Navarro, Administrator
Budget Manager Approval:_	Edith Navarro
Contractor's Contact Person:	Hueling M. Lee
Contractor's Title:	Executive Director, APT
Contractor's Telephone Number:	617-233-5762
Contractor's E-mail:	hm1910@mail.harvard.edu
Contractor's Address:	7645 Valley Wood Drive, Sacramento CA 95828
Contractor's Taxpayer ID# or SSN#:	

This Independent Contractor Services Agreement is made and entered into effective 01/13/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contracto<u>r</u>").

1. <u>Contractor Services</u>. Contractor agrees to provide _____

Consultant will:

- Co-plan and co-facilitate Civic Advisory Team meetings to do the following:
- o Development of district criteria
- o Rubric development
- o Site and community capacity building
- o Calibrate scoring of project rubric
- o Provide sample packet and for review prior to submission
- o Cycle of Continuous Improvement
- · Continue building capacity in district and site coordinators
- Refine and vet resources
- Communicate with stakeholders
- Review possible civic engagement projects
- o Meet with district coordinators and site coordinators to discuss cycle
- Develop and initiate plans to expand communication, engagement, and support across K-12
- Support site civic champions and district coordinators in reviewing student projects and applying for the State Seal
- Engage in Cycle of Continuous Improvement to reflect on implementation and create improvement plan for next year o Develop survey
- o Letter of summary and recruitment for future sites and participants

- 2. <u>Contractor Qualifications</u>. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
- 3. <u>Term</u>. This Agreement shall begin on 01/13/22 . , and shall terminate on 05/31/22 . . There shall be no extension of the term of the agreement without express written consent from all parties.
- 4. <u>Payment</u>. District agrees to pay Contractor at following rate of \$ <u>15,500.0per_agreem</u>, Not to exceed \$ <u>15,500.00</u>. Checks will be made payable to Hueling M. Lee dba: AdaptED Partners . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.
- 5. Incidental Expenses. D Yes (See below) No, Vendor initial here <u>HML</u>
 - a. Lodging <u>\$0.00</u> Actual cost of single occupancy. Not to exceed \$100 per night. **Receipt Required*.
 - b. Meals <u>\$ 0.00</u> Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch\$18.30, Dinner\$30.50. **Receipt Required*.
 - c. Travel <u>\$ 0.00</u> Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
 - d. Supplies <u>\$ 0.00</u> As negotiated with school/department contracting for service.
 - e. Total Estimated Cost (Sum of paragraphs 4 and 5a d): \$15,500.00
 - f. Other \$ 0.00

6.	Employment. Are you a current FUSD employee?	Yes	🕑 No
7.	CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree?	Yes	🗹 No
8.	California Residency. Contractor is a resident of the state of California:	🕑 Yes	🗖 No

- 9. <u>Report Fraud, Waste and Abuse.</u> By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <u>http://www.ppcpas.com/fresno-unified-fraud-alert</u>. 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.
- 10. <u>Conflict of Interest.</u> 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 HML

District's initials

- 11. <u>Anti-discrimination</u>. 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 Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.
- 12. <u>Termination of Agreement</u>. 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

Fresno Unified Independent Contract

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 4 and 5.

13. Confidential Information

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph

13.B. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.

- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - 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.
- 14. <u>Injunctive Relief</u>. 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.

15. 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.

16. 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. 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. 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. 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.

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

- 17. <u>Independent Contractor Status</u>. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
- 18. <u>Workers' Compensation Insurance</u>. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
- 19. 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 contact 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 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 Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials HML District's initials

- 20. <u>Taxes</u>. 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.
- 21. <u>Assignment</u>. 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.
- 22. <u>Binding Effect</u>. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
- 23. <u>Severability</u>. 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.
- 24. <u>Waiver and Amendments</u>. 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.
- 25. <u>Governing Law</u>. 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.
- 26. <u>Attorney's Fees.</u> The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

27. <u>Written Notice</u>. 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:	Contractor: Hueling M. Lee dba: AdaptED Partners
Ann Loorz Purchasing Department	Name: Hueling M. Lee
Fresno Unified School	Address:
District 4498 N. Brawley Avenue Fresno, CA 93722	7645 Valley Wood Drive Sacramento, CA 95828
c: Andrew De La Torre	

- c: Andrew De La Torre
 Benefits & Risk Management
 Fresno Unified School District
 2309 Tulare Street
 Fresno, CA 93721
- 28. <u>Compliance with Law</u>. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
- 29. <u>Entire Agreement</u>. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
- 30. <u>Construction</u>. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
- 31. <u>Execution of Other Documents</u>. 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.
- 32. <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
- 33. <u>Board Approval</u>. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

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

DISTRICT

Fresno Unified School District

Santino Danisi, Chief Financial Officer

Date

CONTRACTOR

Hueling M. Lee dba: AdaptED Partners

OM.L

Vame: Hueling M. Lee

, Title: Executive Director, A

1/4/2022 Date

Approved As To Form:

Andrew De La Torre, Executive Director Benefits and Risk Management

1/5/2022

Date

Fresno Unified School District Board Agenda Item

Board Meeting Date: January 12, 2022

AGENDA ITEM A-8

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

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

TITLE AND SUBJECT: Approve Agreement for External Audit Services

ITEM DESCRIPTION: At the direction of and in collaboration with the district's Audit Committee at their September 08, 2021 meeting, a renewal of the external auditing services agreement with Crowe LLP was approved for 2021/22 through 2025/26.

After careful consideration and based on their superior qualifications, the Audit Committee approved a recommendation to the Board of Education that Crowe LLP be awarded a five-year renewal agreement for external auditing services. The proposal included a reduction of \$35,000 over the five-year engagement period. The Audit Committee approved a five-year arrangement per the attached agreements as follows:

Fiscal Yr. End	2021/22	2022/23	2023/24	2024/25	2025/26
Total Fees	\$205,000	\$205,000 ^(A)	\$190,500	\$196,500	\$203,000

 $^{(A)}$ Measure X audits are estimated to end in fiscal year 2022/23

The services include the following:

- District's Financial and Compliance Audit
- Measure X and M Agreed Upon Procedures, Performance Audit
- Measure X and M Financial Bond Audit
- Joint Health Management Board Financial Audit

Crowe LLP has performed external auditing services for Fresno Unified since fiscal year 2006, the result of a request for proposal. The Superintendent recommends approval of the external audit contract with Crowe LLP as presented.

FINANCIAL SUMMARY: Sufficient funds have been budgeted and are available in the Unrestricted General Fund, Health Fund, and Bond Fund as appropriate. Anticipated expenditures from fiscal year 2021/22 are \$205,000.

PREPARED BY: Kim Kelstrom Executive Officer

CABINET APPROVAL: Santino Danisi Chief Financial Officer

Sates Jus

DIVISION: Administrative Services PHONE NUMBER: (559) 457-6226

SUPERINTENDENT APPROVAL:



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Crowe LLP	400 Capitol Mall, Suite 1400 Sacramento,	CA 95814
Vendor Name (916) 266-9572	Address Jeff Jensen	
Phone Number	Vendor Contact	
From: January 12, 2022	Through:	
Term (Duration)	B	
FUSD Contract Administrator:		(550) 4572552
Kaleb Neufeld	Fiscal Services	(559) 4573552
Name	Site/ Dept	Telephone number
Budget (Fund-Unit-DeptActivity-Object)	Various	
Annual Cost \$ 205,000.00 (Estimated Amount)		-
Fingerprint Requirements: All individuals providing	Yes 🗌 No 🗌	
services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required		
therein.		
Scope of Work Summary: Revewal of the external auditing services agreement with Cro	owe LLP for 5 years for Fiscal years 2021/22	-2025/26.
The services include the following: - District's Financial and Compliance Audit - Measure X and M Agreed Upon Procedures, Performance A - Measure X and M Financial Bond Audit - Joint Health Management Board Financial Audit	Audit	
Date Item is to appear on Board of Education Agenda:)1/12/22 Agenda Item # (Contrac	ts of \$15,000.00 or more)
Reviewed & approved by Cabinet Level Officer:	San	1/7/22
	Signed	Date
Reviewed & approved by Executive Director, Risk Management:	Signed	<u>1/4/22</u> Date
Please return signed contract to: Florencia Ventura	Fiscal Services	
Name	Department	

Master Services Agreement

THIS MASTER SERVICES AGREEMENT ("Agreement"), effective as of January 12, 2022 ("Effective Date"), is between Fresno Unified School District, with offices at 2309 Tulare Street, Fresno, California 93721 ("Client"), and Crowe LLP, an Indiana limited liability partnership with offices at One Mid America Plaza, Suite 700, Oakbrook Terrace, Illinois 60181 ("Crowe").

WHEREAS, Client desires to retain Crowe to provide certain Services, as will be further delineated in the Statements of Work ("SOWs") attached to this Agreement in accordance with the terms and conditions of this Agreement; and

WHEREAS, Crowe desires to perform such Services in accordance with the terms and conditions of this Agreement;

THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties to this Agreement mutually agree as set forth below.

- 1. Applicability of Terms. These terms apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice. Services means various the professional services identified in any SOW to be performed by Crowe as set out in any Statement of Work. "Deliverables" means any work product to be delivered by Crowe to Client, including without limitation any reports. Each SOW will be a part of and is incorporated in this Agreement once executed by each party. Each SOW will identify a senior representative of Client's management responsible for determining the scope of the Services and will be responsible for reviewing, supervising, and approving Crowe's performance of Services ("Client Representative"); specific Services to be performed by Crowe; a schedule for completion of the Services; the fees and expenses to be paid by Client (e.g., hourly rate or fixed fee); and a list of the Deliverables, if any. Either party may elect not to accept an SOW. Any process for testing or acceptance of Deliverables will be set forth in the applicable SOW. Client hereby engages Crowe as an independent contractor to provide Services on a project-by-project basis to be set forth in executed Statements of Work. Only SOWs executed by the parties will be effective, and each SOW is a separate engagement. The parties agree that no third-party or organization is intended to rely on any Services rendered or Deliverables provided under this Agreement. Crowe will supply Client with the Services as described in an SOW. If there is any inconsistency between a term in an SOW and this Agreement, the term in the SOW will control, except that the terms and provisions of the Sections titled Disclaimer of Warranties, Liability, and Third-Party Indemnification will control over any inconsistent terms in an SOW and nothing in an SOW will be deemed to change or supersede the terms and provisions these Sections. Further, nothing in any SOW will be construed as modifying the responsibilities set forth in the Sections titled Crowe's Responsibilities or Client's Responsibilities unless such Section is specifically identified in the SOW. Any changes that affect the Services set forth in an SOW will be documented and agreed upon in writing by the parties. Because a change could affect the cost, schedule or other terms of an SOW, the parties must approve each change in writing before implementing the change. While a change is being reviewed and until the parties approve the change in writing, the parties will continue to proceed in accordance with the SOW then in effect. If Client requests that Crowe re-examine work previously performed, such re-examination will be Services separate from the previous SOW and will be performed under a separate SOW.
- 2. Client's Assistance. For Crowe to provide Services effectively and efficiently, Client agrees to timely provide Crowe information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested to perform the Services. Access to personnel and information are key elements for Crowe's successful completion of Services and setting of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

- 3. Professional Standards. As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.
- 4. Reports. Any information, advice, recommendations or other content of any memoranda, reports, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.
- 5. Confidentiality. Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.
- 6. Third Party Provider. Crowe may use a third-party provider in providing Services to Client, which may require Crowe to share Client confidential information with the provider. If Crowe uses a third-party provider, Crowe will enter into a confidentiality agreement with the provider to require the provider to protect the confidentiality of Client's confidential information, and Crowe will be responsible to Client for maintaining its confidentiality.
- 7. Client-Required Cloud Usage. If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third-party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third-parties assisting with or hosting the Cloud Storage that either such third-party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third-parties.
- 8. Data Protection. If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations in disclosing or using such information to carry out the Services. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants that it has the authority to provide the Personal Data to Crowe in connection with the Services and that Client has processed the Personal Data provided to Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with

professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, encrypting it when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of this Agreement.

- 9. <u>Consumer Privacy.</u> In order to provide the Services in a particular SOW, Client may be disclosing to Crowe certain nonpublic personal information regarding its accounts, customers, and consumers. To the extent permitted by applicable law, Crowe will not disclose any such nonpublic personal information, except to Client and Crowe's employees and agents. However, in circumstances that fall under an exception in the regulations "Privacy of Consumer Financial Information" implementing the Gramm-Leach-Bliley Act, or other exceptions permitted by applicable law, Crowe may disclose or use such nonpublic personal information in the ordinary course of business to carry out the Services. Crowe has implemented and will maintain physical, electronic and procedural safeguards ("Safeguards") reasonably designed to protect the security, confidentiality and integrity of, to prevent unauthorized access to or use of, and to provide for the proper disposal of nonpublic personal information regarding Client's customers or consumers.
- 10. General Data Protection Regulation Compliance. If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR. Crowe will reasonably cooperate with Client in responding to or addressing any request from a data subject, a supervisory authority with jurisdiction, or the Client, to the extent necessary to enable Client to comply with its obligations under GDPR as the Data Controller. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time at Crowe's then-current hourly rates. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any data subject request or other act that is required to be performed by Crowe as the Data Processor on behalf of Client as the Data Controller. Crowe shall promptly delete or procure the deletion of any EU Personal Data after the cessation of any Services involving the processing of Client's EU Personal Data. Notwithstanding the forgoing, Crowe may retain a copy of the EU Personal Data as permitted by applicable law or professional standards, provided that such EU Personal Data remain subject to the terms of this Agreement.
- 11. Intellectual Property Ownership. Crowe may use ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, data, systems, Reports, or other know-how that it develops,

owns or licenses ("Materials") in performing the Services. Crowe retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in providing the Services, but not in the Client information reflected in them. Upon payment for Services and subject to the other terms of this Agreement, Client may use Reports, as well as any Materials therein, only to the extent necessary and permitted under this Agreement. Nothing in this Agreement will be construed as an implied license to any intellectual property rights of one party to the other party, all such licenses, permission or uses will be expressly set forth in the Agreement or any applicable SOW. The foregoing ownership will be without any duty of accounting of one party to the other. Crowe will also retain ownership of all materials owned by Crowe prior to entering into this Agreement or developed by Crowe independently of this Agreement.

- 12. Legal and Regulatory Change. Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.
- 13. **Publication.** Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.
- 14. Client Reference. From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.
- 15. No Punitive or Consequential Damages. Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.
- 16. Limit of Liability. Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed two-times fees paid by Client to Crowe for the portion of the work giving risk to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.
- 17. Indemnification for Third-Party Claims. In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness, gross negligence or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.
- 18. No Transfer or Assignment of Claims. No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.
- 19. Term and Termination.
 - a. This Agreement will be effective on the Effective Date, and will remain in effect until and unless terminated as set forth herein. This Agreement may be renewed for additional one-year terms by agreement of the parties.

- b. Either party may terminate this Agreement and discontinue Services at any time (including prior to completion of an SOW) for any reason, including convenience, upon ninety (90) days written notice to the other party. Further, the parties may mutually agree to terminate an SOW or this Agreement at any time for any reason. The termination of an SOW by either party without termination of the entire Agreement will not affect the other terms of this Agreement. Crowe may terminate this Agreement at any time for any reason consistent with applicable professional standards as determined by Crowe.
- c. At Client's request and to the extent consistent with applicable professional standards, Crowe will assist Client, on a time and materials basis, in winding up any Services and/or in transitioning any Services to a new provider. Crowe will invoice Client for such amounts on a weekly basis, and Client will pay all such amounts upon receipt of Crowe's invoice.
- d. Either party may terminate this Agreement immediately without notice if the other files for bankruptcy protection or has an involuntary petition for bankruptcy filed against it, becomes unable to pay its bills, sells or transfers property to creditors, is forced into receivership, has a liquidator or receiver appointed by the court, or is a part of any other similar legal proceeding, provided that termination is permitted by law.
- e. Termination of the entire Agreement will terminate all SOWs unless the parties agree in writing. Paragraphs 3-5, 9, 11-16, 18, 20-24, 26 and 28-34 will survive termination of this Agreement for any reason.
- 20. **Time Limit on Claims.** In no event will any action against Crowe, arising from or relating to this engagement letter or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.
- 21. **Response to Legal Process.** If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.
- 22. **Mediation.** If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Sacramento, California.
- 23. Arbitration. Any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Fresno, California (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The parties will use the International Institute for Conflict Prevention & Resolution (the "CPR Institute") Global Rules for Accelerated Commercial Arbitration (the "Accelerated Rules") then in effect, or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by the CPR Institute. As a rule, the arbitrator(s) will not permit discovery. but the arbitrator(s) may authorize only limited discovery upon a showing of substantial need by a party. In no event will the arbitrator(s) permit a party to take more than six depositions, and no depositions

may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) may rule on a summary basis, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the demand or less and must be concluded within ten (10) business days absent written agreement by the parties to the contrary, but these time limits are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

- 24. Choice of Law. This Agreement, including any dispute arising out of or related to this Agreement, will be governed and construed in accordance with the laws of the State of California applicable to agreements made and wholly performed in that state, without giving effect to its conflicts of laws rules to the extent those rules would require applying another jurisdiction's laws. The provisions of the United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act, however designated, are excluded and will not apply to this Agreement or any Services hereunder.
- 25. Consent to Jurisdiction and Forum Selection. Subject to the section on Arbitration, all court actions or proceedings arising from or relating to this Agreement will be tried and litigated exclusively in the state and federal courts located in Fresno County, California (or a location agreed in writing by the parties), and each party hereby consents to personal jurisdiction in such courts. This choice of venue is intended to be mandatory and is not permissive in nature. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar argument, and each party waives any objection to venue. Each party stipulates that the state and federal courts in Fresno County, California, will have personal jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.
- 26. Software Usage. If in connection with the Services described in this Agreement, Crowe needs to use software that requires separate licensing, separate software licensing and maintenance and support agreements will be provided and must be executed before Crowe begins work. As applicable, Crowe may use vulnerability scanning software to perform electronic scans of Client networks and/or "firewalls." If applicable, these scans will be made at Client's explicit request.
- 27. Notices. Any notice or demand required or permitted to be given under this Agreement will be in writing and will be deemed effective immediately upon the receipt thereof, as evidenced by a written record of delivery from (a) a nationally recognized overnight courier for the next business day delivery, (b) certified or registered mail or (c) a signed delivery receipt in the case of delivery by hand. All notices will be sent to:

If to Crowe:	Copy to:
Crowe LLP One Mid America Plaza, Suite 700 Oakbrook Terrace, IL 60181 Attention: Jeff Jensen	Crowe LLP One Mid America Plaza, Suite 700 Oakbrook Terrace, IL 60181 Attention: General Counsel
If to Client:	Copy to:
Fresno Unified School District 2309 Tulare Street	Fresno Unified School District
Fresno, CA 93721	
Attention: Santino Danisi	Attention: [Legal Dept.]

- 28. Force Majeure. Except for payment obligations, neither party will be liable under this Agreement for any failure of or delay in performance of its obligations hereunder, if performance is delayed or prevented by acts of God, fire, explosion, war, terrorism, earthquakes, riots, governmental laws or regulations, or other similar causes beyond such party's control (each, a "Force Majeure Event"), but only to the extent of and during continuance of such event and only provided such party gives the other party prompt notice of such Force Majeure Event. During the pendency of any Force Majeure Event, the party affected will work diligently to cure the Force Majeure Event to the extent commercially reasonable. However, if the Force Majeure Event continues for thirty (30) consecutive days, the party not directly affected by it may terminate this Agreement immediately without penalty.
- 29. No Construction Against Drafter. The parties acknowledge that each has participated, and each has been represented by counsel, in preparation and execution of this Agreement, and for purposes of the rule of contract interpretation that construes a document against its drafter, neither Client nor Crowe nor their respective counsel will be considered the drafter of this Agreement or any SOW. Each party represents to the other that it has carefully read this Agreement, will carefully read each SOW, understands the Agreement's binding effect, and that it is voluntarily entering into this Agreement and each SOW.
- 30. Severability. The provisions of this Agreement will be severable and, if any provision of this Agreement is held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability will not affect any other provision hereof, and the remainder of this Agreement, disregarding such invalid portion, will continue in full force and effect as though such void provision had not been contained in it if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.
- 31. Waiver. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. The waiver will not be construed to be a waiver of any succeeding breach of any such provision, a waiver of the provision itself, or a waiver of any other provisions of this Agreement. No delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have under this Agreement will operate as a waiver of any breach or default.
- 32. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or will be construed to confer upon any person other than the parties hereto any right, remedy or claim under or by reason of this Agreement.
- 33. Notification of Non-Licensee Ownership. Crowe ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.
- 34. Non-Solicitation. Client and Crowe acknowledge the importance of retaining key personnel. Accordingly, both parties agree that during the period of this agreement, and for one (1) year after its expiration or termination, neither party will solicit any personnel or subcontractors (if any) of the other party for employment without the written consent of the other party. If an individual becomes an employee of the other party, the other party agrees to pay a fee equal to the individual's compensation for the prior full twelve-month period to the original employer.
- 35. Crowe Global Network. Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe Global and its other members are not responsible or liable for any acts or omissions of crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or

liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

- 36. Entire Agreement. This Agreement and any SOWs attached hereto contain the entire understanding between the parties with respect to the subject matter hereof and supersede all previous written or oral understandings, agreements, negotiations, commitments, or any other writing or communications with respect to such subject matter.
- 37. Counterparts. This Agreement or any SOW may be executed in two or more actual or electronically copied counterparts, all of which together will be one and the same instrument and all of which will be considered duplicate originals. Signatures transmitted and received via facsimile, email, or other means of transmission will be treated for all purposes of this Agreement as original signatures and will be deemed valid, binding and enforceable by and against all parties. Transmitted copies (reproduced documents that are transmitted via scanning, email, photocopy, facsimile or a process that accurately transmits the original) will be considered documents equivalent to original documents.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date by their respective authorized representatives.

Fresno Unified School District	Crowe LEP Docusigned by: Jun un By:
Ву:	By: Jun in
Printed Name: <u>Santino Danisi</u>	Jeffrey Jensen Printed Name:
Title: Chief Financial Officer	Title:Partner
Date:	Date:January 6, 2022

APPROVED AS TO

Andrew De La Torre, Executive Director Benefits & Risk Management



Crowe LLP Independent Member Crowe Global

400 Capitol Mall, Suite 1400 Sacramento, CA 95814-4498 Tel 916-441-1000 Fax 916-441-1110 www.crowe.com

January 12, 2022

Fresno Unified School District 2309 Tulare Street Fresno, California 93721

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Fresno Unified School District ("you", "your" or "Client"). The attached Master Services Agreement is an integral part of this letter, and the terms of the Master Services Agreement are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending June 30, 2022.

We will audit and report on the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Client for the period(s) indicated.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Schedule of Expenditures of Federal Awards
- District Organization
- Schedule of Average Daily Attendance
- Schedule of Instructional Time
- · Reconciliation of Unaudited Actual Financial Report with Audited Financial Statements
- Schedule of Financial Trends and Analysis
- Schedule of Charter Schools

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Budgetary Comparison Schedules
- Schedule of Changes in the Client's Net Other Postemployment Benefits (OPEB) Liability
- Schedule of the Client's Proportionate Share of the Net Pension Liability
- Schedule of the Client's Contributions

Fresno Unified School District

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to the Board of Education of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

2

Fresno Unified School District

Independent Auditor's Report on Compliance with State Laws and Regulations – The purpose of this
report on compliance is solely to describe the scope of our testing of compliance with State Laws and
Regulations, and the results of that testing, based on the requirements of the State of California's
Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting.
Accordingly, this report is not suitable for any other purpose.

3

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.
- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year from the date the Financial Statements are available to be issued.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its

Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

OTHER SERVICES

Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Preparation of the Schedule of Expenditure of Federal Awards

The Client will provide us with the necessary information to prepare the draft schedule of expenditure of federal awards including the notes thereto. We are relying on the Client to provide us with all information required by the Uniform Guidance for the schedule, notes and other relevant reporting information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the schedule of expenditures of federal awards.

Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to

accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

BOND OFFERINGS

With respect to any official statements issued by the Client with which Crowe is not involved, the official statement should indicate that the auditor is not involved with the contents of such official statement. The disclosure should read as:

"Crowe, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crowe also has not performed any procedures relating to this official statement."

FEES

Our fees, inclusive of out-of-pocket expenses, are outlined below. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

District Financial Statement audit services for the years ending:

June 30, 2022	\$ 138,000
June 30, 2023	\$ 138,000
June 30, 2024	\$ 141,500
June 30, 2025	\$ 146,000
June 30, 2026	\$ 152,000

Audit of the Measure X financial statements for the years ending:

June 30, 2022	\$ 3,000
June 30, 2023	\$ 3,000

Audit of the Measure M financial statements for the years ending:

June 30, 2022 \$ 3,000

June 30, 2023 June 30, 2024 June 30, 2025 June 30, 2026	\$ 3,000 \$ 3,000 \$ 3,500 \$ 3,500
June 30, 2026	\$ 3,500

We will invoice you as our services are rendered.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

7

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork
- Additional audit procedures relating to the impact of COVID-19 on Client or additional regulatory requirements relating thereto.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Master Services Agreement) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail. delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of California, without regard for choice of law principles.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Master Services Agreement are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Master Services Agreement," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Fresno Unified School District

Crowe LLP

Signature

Santino Danisi

Printed Name

Chief Financial Officer Title

DocuSigned by: atting Jensen

Signature

Jeffrey Jensen

Printed Name

Partner

Title

January 5, 2022

Date

Date

APPROVED AS TO FORM

Andrew De La Torre, Executive Director Benefits & Risk Management 10



Report on the Firm's System of Quality Control

December 5, 2019

To the Partners of Crowe LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards In all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; audits of broker-dealers; and examinations of service organizations [SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail.* Crowe LLP has received a peer review rating of *pass.*

Cherry Befort LLP

Cherry Bekaert LLP

200 South 10th Street, Suite 900, Richmond, VA 23219 | P 804.673.5700 | cbh.com



11



American Institute of CPAs 220 Leigh Farm Road Durham, NC 27707-8110

December 12, 2019

James Powers Crowe LLP 225 W Wacker DR Ste 2600 Chicago, IL 60606-1228

Dear James Powers:

It is my pleasure to notify you that on December 12, 2019, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

fichael halang

Michael Fawley Chair, National PRC nprc@aicpa.org +1.919.402.4502

National Peer Review Committee

cc: Samuel Johnson, Scot Ivey

Firm Number: 900010014904

Review Number: 564789

T: 1.919.402.4502 | F: 1.919.402.4876 | nprc@aicpa.org



Crowe LLP Independent Member Crowe Global

400 Capitol Mall, Suite 1400 Sacramento, CA 95814-4498 Tel 916-441-1000 Fax 916-441-1110 www.crowe.com

January 12, 2022

Fresno Unified School District 2309 Tulare Street Fresno, California 93721

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Fresno Unified School District ("you", "your" or "Client"). The attached Master Services Agreement is an integral part of this letter, and the terms of the Master Services Agreement are incorporated herein.

Crowe will apply agreed upon procedures on Measure X Bond expenditures for each of the quarters ended September 30, 2021 and 2022, December 31, 2021 and 2022, and March 31, 2022 and 2023 for Client from information you provide. The intended purpose of the engagement is to assist the Independent Citizens' Bond Oversight Committee for Measure X (the "Committee") in evaluating District management's assertions concerning disbursements of bond funds related to the expenditures from Measure X proceeds, and the report is intended to be used by Client and the Independent Citizens' Oversight Committee for Measure X. Client is responsible for Measure X Bond expenditures for each of the quarters ended September 30, 2021 and 2022, December 31, 2021 and 2022, and March 31, 2022 and 2023.

PROFESSIONAL SERVICES

Our Responsibilities

The agreed-upon procedures will be performed in accordance with attestation standards established by the American Institute of Certified Public Accountants.

We have no obligation to perform any procedures beyond those agreed to by you and the Independent Citizens' Bond Oversight Committee for Measure X and have been acknowledged to be appropriate for your purposes. If we were to perform additional procedures, other matters might come to our attention that would be reported to you. It is understood that we will prepare a report reflecting our findings of the procedures for use by you and the Independent Citizens' Bond Oversight Committee for Measure X. We make no representations as to the adequacy of these procedures for your or the Independent Citizens' Bond Oversight Committee for Measure X's purposes.

If you decide that additional procedures are needed, we will discuss those with you. It is customary for us to document such revisions by an addendum to this letter. If you wish to add specified users of the report, we will require that you provide, at the conclusion of the engagement, written representation that you have obtained the specified users' agreement to the procedures and acknowledgement that the procedures performed are appropriate for their purposes.

The agreed-upon procedures do not contemplate obtaining the understanding of internal control or assessing control risk, tests of accounting records and responses to inquiries by obtaining corroborating evidential matter, and certain other procedures ordinarily performed during an examination. Thus, this engagement does not provide assurance that we will become aware of significant matters that would be

disclosed in an examination. Client agrees not to rely on our engagement to disclose errors, fraud or illegal acts that may exist. However, we will inform you of any significant errors that may come to our attention. Our engagement will not enable us to address legal or regulatory matters or abuses of management discretion, which matters should be discussed by you with your legal counsel. You are also responsible for the accuracy and completeness of the information provided to Crowe for purposes of this engagement and for timely updating such information. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Our procedures and work product are intended for the benefit and use of you and the Independent Citizens' Bond Oversight Committee for Measure X. This engagement will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party. The working papers for this engagement are the property of Crowe and constitute confidential information.

If, for any reason, we are unable to complete the agreed-upon procedures, we will not issue a report as a result of this engagement.

Client's Responsibilities

The agreed upon procedures are listed in Attachment A. You agree to the procedures included in Attachment A and acknowledge that the procedures are appropriate for the intended purpose of the engagement.

In addition to your use, other specified parties including the Independent Citizens' Bond Oversight Committee for Measure X, will be requested by you to agree to the procedures and acknowledge that the procedures performed are appropriate for their purposes.

You agree to provide a written representation letter at the conclusion of the engagement. Because of the importance of the written representations to this engagement, you agree to release Crowe and its personnel from any liability and costs relating to our services under this letter attributable to any misrepresentations by you, the engaging party.

The Client is responsible for providing to us, on a timely basis, all information of which you are aware that is relevant to this agreed-upon procedures engagement. The Client is also responsible for providing such other additional information we may request for the purpose of this engagement, and unrestricted access to persons within the Client from whom we determine it necessary to perform the agreed-upon procedures.

Other Matters

Our report is expected to be restricted to your use and the use of the Independent Citizens' Bond Oversight Committee for Measure X.

Although the actual language of our report may change as a result of our procedures, we presently expect our independent accountant's report on the agreed-upon procedures to read as follows:

We have performed the procedures enumerated in Attachment II on Measure X bond funds expended for the quarter ended September 30, 2021, December 31, 2021, March 31, 2022, September 30, 2022, December 31, 2022, or March 31, 2023. Client is responsible for Measure X bond funds expended for the quarter ended September 30, 2021, December 31, 2021, March 31, 2022, September 30, 2022, December 31, 2022, or March 31, 2023.

Fresno Unified School District (the "District") has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assisting the Independent Citizens' Bond Oversight Committee for Measure X (the "Committee") in evaluating District management's assertions concerning disbursements of bond funds for the quarter ended September 30, 2021, December 31, 2021, March 31, 2022, September 30, 2022, December 31, 2022, or March 31, 2023. Additionally, the Committee for Measure X has agreed to and acknowledged that the procedures are appropriate to meet their purposes. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreed-upon procedures engagement involves performing specific procedures and reporting on findings based on the procedures performed.

The procedures performed and conclusions reached as a result of these procedures are identified in Attachment II. Attachment I contains background information about the Measure X Bonds.

We were engaged by the District to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on Measure X bond funds expended for the quarter ended September 30, 2021, December 31, 2021, March 31, 2022, September 30, 2022, December 31, 2022, or March 31, 2023. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of Fresno Unified School District and the Independent Citizens' Bond Oversight Committee for Measure X and is not intended to be, and should not be, used by anyone other than these specified parties.

FEES

Our fees, inclusive of out-of-pocket expenses, will not exceed the following amounts per each quarter:

Quarter ending September 30, 2021, December 31, 2021, March 31, 2022	\$ 5,000
Quarter ending September 30, 2022, December 31, 2022, March 31, 2023	\$ 5,000

Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

Changing service requirements

- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork
- Additional audit procedures relating to the impact of COVID-19 on Client or additional regulatory requirements relating thereto.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Master Services Agreement) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other

information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of Illinois, without regard for choice of law principles.

5

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Master Services Agreement are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

* * * * *

(Signature Page Follows)

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Master Services Agreement," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Fresno Unified School District

Crowe LLP

Signature

Santino Danisi Printed Name

Chief Financial Officer Title

DocuSigned by: Jettrey Jensen

Signature

Jeffrey Jensen

Printed Name

Partner

Title

January 5, 2022

Date

Date

APPROVED AS TO FORM

Andrew De La Torre, Executive Director Benefits & Risk Management

Attachment A

We will provide agreed-upon procedures as listed below in connection with the expenditures of Measure X General Obligation Bond funds for Client.

- Verified the mathematically accuracy of the List of Measure X bond expenditures.
- Select a sample of 25 expenditures identified by the Client as Bond expenditures for the quarter ending September 30, 2021, December 31, 2021, March 31, 2022, September 30, 2022, December 31, 2022, or March 31, 2023. Verify that the expenditures represent valid expenditures, are properly charged to the location indicated, are properly coded as to the nature of the expenditure (account classification), and represent school improvements, not Client salaries or administration.
- Agree selected expenditures to vendor invoices and cancelled warrants noting the date and amount of the expenditure, and that the funds were expended for the construction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities and that funds were not spent for Client administrative or instructional salaries or other administrative expenses.



Crowe LLP Independent Member Crowe Global

400 Capitol Mall, Suite 1400 Sacramento, CA 95814-4498 Tel 916-441-1000 Fax 916-441-1110 www.crowe.com

January 12, 2022

Fresno Unified School District 2309 Tulare Street Fresno, California 93721

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Fresno Unified School District ("you", "your" or "Client"). The attached Master Services Agreement is an integral part of this letter, and the terms of the Master Services Agreement are incorporated herein.

Crowe will apply agreed upon procedures on Measure M Bond expenditures for each of the quarters ended September 30, 2021, 2022, 2023, 2024, 2025, December 31, 2021, 2022, 2023, 2024, 2025, and March 31, 2022, 2023, 2024, 2025, 2026 for Client from information you provide. The intended purpose of the engagement is to assist the Independent Citizens' Bond Oversight Committee for Measure M (the "Committee") in evaluating District management's assertions concerning disbursements of bond funds related to the expenditures from Measure M proceeds, and the report is intended to be used by Client and the Independent Citizens' Oversight Committee for Measure M. Client is responsible for Measure M Bond expenditures for each of the quarters ended September 30, 2021, 2022, 2023, 2024, 2025, December 31, 2021, 2022, 2023, 2024, 2025, and March 31, 2022, 2023, 2024, 2025, 2026.

PROFESSIONAL SERVICES

Our Responsibilities

The agreed-upon procedures will be performed in accordance with attestation standards established by the American Institute of Certified Public Accountants.

We have no obligation to perform any procedures beyond those agreed to by you and the Independent Citizens' Bond Oversight Committee for Measure M and have been acknowledged to be appropriate for your purposes. If we were to perform additional procedures, other matters might come to our attention that would be reported to you. It is understood that we will prepare a report reflecting our findings of the procedures for use by you and the Independent Citizens' Bond Oversight Committee for Measure M. We make no representations as to the adequacy of these procedures for your or the Independent Citizens' Bond Oversight Committee for Measure M's purposes.

If you decide that additional procedures are needed, we will discuss those with you. It is customary for us to document such revisions by an addendum to this letter. If you wish to add specified users of the report, we will require that you provide, at the conclusion of the engagement, written representation that you have obtained the specified users' agreement to the procedures and acknowledgement that the procedures performed are appropriate for their purposes.

The agreed-upon procedures do not contemplate obtaining the understanding of internal control or assessing control risk, tests of accounting records and responses to inquiries by obtaining corroborating evidential matter, and certain other procedures ordinarily performed during an examination. Thus, this

engagement does not provide assurance that we will become aware of significant matters that would be disclosed in an examination. Client agrees not to rely on our engagement to disclose errors, fraud or illegal acts that may exist. However, we will inform you of any significant errors that may come to our attention. Our engagement will not enable us to address legal or regulatory matters or abuses of management discretion, which matters should be discussed by you with your legal counsel. You are also responsible for the accuracy and completeness of the information provided to Crowe for purposes of this engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Our procedures and work product are intended for the benefit and use of you and the Independent Citizens' Bond Oversight Committee for Measure M. This engagement will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party. The working papers for this engagement are the property of Crowe and constitute confidential information.

If, for any reason, we are unable to complete the agreed-upon procedures, we will not issue a report as a result of this engagement.

Client's Responsibilities

The agreed upon procedures are listed in Attachment A. You agree to the procedures included in Attachment A and acknowledge that the procedures are appropriate for the intended purpose of the engagement.

In addition to your use, other specified parties including the Independent Citizens' Bond Oversight Committee for Measure M, will be requested by you to agree to the procedures and acknowledge that the procedures performed are appropriate for their purposes.

You agree to provide a written representation letter at the conclusion of the engagement. Because of the importance of the written representations to this engagement, you agree to release Crowe and its personnel from any liability and costs relating to our services under this letter attributable to any misrepresentations by you, the engaging party.

The Client is responsible for providing to us, on a timely basis, all information of which you are aware that is relevant to this agreed-upon procedures engagement. The Client is also responsible for providing such other additional information we may request for the purpose of this engagement, and unrestricted access to persons within the Client from whom we determine it necessary to perform the agreed-upon procedures.

Other Matters

Our report is expected to be restricted to your use and the use of the Independent Citizens' Bond Oversight Committee for Measure M.

Although the actual language of our report may change as a result of our procedures, we presently expect our independent accountant's report on the agreed-upon procedures to read as follows:

We have performed the procedures enumerated in Attachment II on Measure M bond funds expended for the quarter ended September 30, 2021, December 31, 2021, March 31, 2022, September 30, 2022, December 31, 2022, or March 31, 2023, September 30, 2022, December 31, 2023, March 31, 2024, September 30, 2024, December 31, 2024, March 31, 2025, September 30, 2025, December 31, 2025, or March 31, 2026. Client is responsible for Measure M bond funds expended for the quarter ended September 30, 2021, December 31, 2021, March

31, 2022, September 30, 2022, December 31, 2022, or March 31, 2023, September 30, 2022, December 31, 2023, March 31, 2024, September 30, 2024, December 31, 2024, March 31, 2025, September 30, 2025, December 31, 2025, or March 31, 2026.

Fresno Unified School District (the "District") has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assisting the Independent Citizens' Bond Oversight Committee for Measure M (the "Committee") in evaluating District management's assertions concerning disbursements of bond funds for the quarter ended September 30, 2021, December 31, 2021, March 31, 2022, September 30, 2022, December 31, 2022, or March 31, 2023, September 30, 2022, December 31, 2023, March 31, 2024, September 30, 2024, December 31, 2024, March 31, 2025, September 30, 2025, December 31, 2025, or March 31, 2026. Additionally, the Committee for Measure M has agreed to and acknowledged that the procedures are appropriate to meet their purposes. We make no representation regarding the appropriateness of the procedures either for the purpose for which this report has been requested or for any other purpose. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. An agreedupon procedures engagement involves performing specific procedures and reporting on findings based on the procedures performed.

The procedures performed and conclusions reached as a result of these procedures are identified in Attachment II. Attachment I contains background information about the Measure M Bonds.

We were engaged by the District to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on Measure M bond funds expended for the quarter ended September 30, 2021, December 31, 2021, March 31, 2022, September 30, 2022, December 31, 2022, or March 31, 2023, September 30, 2022, December 31, 2023, March 31, 2024, September 30, 2024, December 31, 2024, March 31, 2025, September 30, 2025, December 31, 2025, or March 31, 2026. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of Fresno Unified School District and the Independent Citizens' Bond Oversight Committee for Measure M and is not intended to be, and should not be, used by anyone other than these specified parties.

FEES

Our fees, inclusive of out-of-pocket expenses, will not exceed the following amounts per each quarter:

 Quarter ending September 30, 2021, December 31, 2021, March 31, 2022
 \$ 4,000

 Quarter ending September 30, 2022, December 31, 2022, March 31, 2023
 \$ 4,000

 Quarter ending September 30, 2023, December 31, 2023, March 31, 2024
 \$ 5,000

 Quarter ending September 30, 2024, December 31, 2024, March 31, 2025
 \$ 5,250

 Quarter ending September 30, 2025, December 31, 2025, March 31, 2026
 \$ 5,250

Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law,

whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

4

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork
- Additional audit procedures relating to the impact of COVID-19 on Client or additional regulatory requirements relating thereto.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Master Services Agreement) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of California, without regard for choice of law principles.

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Master Services Agreement are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Master Services Agreement," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Fresno Unified School District	Crowe LLP
	DocuSigned by: Jeffrey Jensen AdDD146890324EE
Signature	Signature
Santino Danisi	Jeffrey Jensen
Printed Name	Printed Name
Chief Financial Officer	Partner
Title	Title
	January 5, 2022
Date	Date

APPROVED AS TO FORM

Andrew De La Torre, Executive Director Benefits & Risk Management

Attachment A

We will provide agreed-upon procedures as listed below in connection with the expenditures of Measure M General Obligation Bond funds for Client.

- Verified the mathematically accuracy of the List of Measure M bond expenditures.
- Select a sample of 25 expenditures identified by the Client as Bond expenditures at September 30, 2021 and 2022, December 31, 2021 and 2022, and March 31, 2022 and 2023. Verify that the expenditures represent valid expenditures, are properly charged to the location indicated, are properly coded as to the nature of the expenditure (account classification), and represent school improvements, not Client salaries or administration.
- Agree selected expenditures to vendor invoices and cancelled warrants noting the date and amount of the expenditure, and that the funds were expended for the construction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities and that funds were not spent for Client administrative or instructional salaries or other administrative expenses.



Crowe LLP Independent Member Crowe Global

400 Capitol Mall, Suite 1400 Sacramento, CA 95814-4498 Tel 916-441-1000 Fax 916-441-1110 www.crowe.com

January 12, 2022

Fresno Unified School District 2309 Tulare Street Fresno, California 93721

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Fresno Unified School District ("you", "your" or "Client"). The attached Master Services Agreement is an integral part of this letter, and the terms of the Master Services Agreement are incorporated herein.

[•]PERFORMANCE AUDIT SERVICES

Our Responsibilities

We will conduct a performance audit on the Client's Measure X and Measure M General Obligation Bonds Activity for the year ending June 30, 2022. The objective of our Performance Audit will be to determine if the bond funds have been expended only on the specific projects listed in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

The objective of a performance audit is to provide assurance or conclusions based on an evaluation of sufficient, appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices. Performance audits provide objective analysis so that management and those charged with governance and oversight can use the information to improve program performance and operations, reduce costs, facilitate decision making by parties with responsibility to oversee or initiate corrective action, and contribute to public accountability. We will plan and perform the performance audit in accordance with performance audit standards contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material non-compliance may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the performance audit objectives.

In making our risk assessments, we consider internal control that is significant within the context of the audit objectives in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control significant within the context of the audit objectives that we have identified during the audit. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

We will also obtain an understanding of internal control that is significant within the context of the audit objectives. For internal control that is significant within the context of the audit objectives, we will assess whether internal control has been properly designed and implemented. For those internal controls that are deemed significant within the context of the audit objectives, we will perform tests of controls including testing underlying transactions, as required by GAS standards, to evaluate the effectiveness of the design and operation of controls. Information systems controls are often an integral part of an entity's internal control. Thus, when obtaining an understanding of internal control significant to the audit objectives, we will also determine whether it is necessary to evaluate information systems controls. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any deficiencies or other matters involving internal control, if any, as required by GAS standards.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the internal control relevant to the expenditure of Measure X and Measure M General Obligation Bonds in accordance with the requirements of Proposition 39.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year from the date the Financial Statements are available to be issued.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons

within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

3

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the performance audit. Because of the importance of management's representations to an effective audit, you agree to release Crowe and its personnel from any liability and costs relating to our services under this letter attributable to any misrepresentations by management.

FEES

Our fees, inclusive of out-of-pocket expenses, will not exceed the fees outlined below. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Performance Audit of Measure X General Obligation Bonds for the years ending:

June 30, 2022	\$ 5,000
June 30, 2023	\$ 5,000

Performance Audit of Measure M General Obligation Bonds for the years ending:

June 30, 2022	\$ 4,000
June 30, 2023	\$ 4,000
June 30, 2024	\$ 5,000
June 30, 2025	\$ 5,250
June 30, 2026	\$ 5,250

We will invoice you as our services are rendered.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- New professional standards or regulatory requirements
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Failure of your staff to prepare information in a timely manner
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Our fee does not include implementation of any other future performance auditing pronouncements and/or government requirements that may change, thus, the scope or amount of auditing necessary to complete our engagements may increase beyond what is currently anticipated. Should such events occur, we would present you with our estimate of any possible increase prior to beginning our audit for the given year. An equitable adjustment in the proposed fee will be negotiated if the cost of time required for performance of the audit service is increased or decreased pursuant to a change in scope of the audit requested by the District or required by State or Federal regulations.

MISCELLANEOUS

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Master Services Agreement) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of California, without regard for choice of law principles.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Master Services Agreement are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Master Services Agreement," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Fresno Unified School District

Signature

Santino Danisi Printed Name

Chief Financial Officer Title Crowe LLP

DocuSigned by:

Signature

Jeffrey Jensen

Printed Name

Partner

Title

January 5, 2022

Date

Date

APPROVED AS TO FORM

Andrew De La Torre, Executive Director Benefits & Risk Management 6



Report on the Firm's System of Quality Control

December 5, 2019

To the Partners of Crowe LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; audits of broker-dealers; and examinations of service organizations [SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail.* Crowe LLP has received a peer review rating of *pass.*

Cherry Befort LLP

Cherry Bekaert LLP

200 South 10th Street, Suite 900, Richmond, VA 23219 | P 804.673.5700 | cbh.com



January 12, 2022



American Institute of CPAs 220 Leigh Farm Road Durham, NC 27707-8110

December 12, 2019

James Powers Crowe LLP 225 W Wacker DR Ste 2600 Chicago, IL 60606-1228

Dear James Powers:

It is my pleasure to notify you that on December 12, 2019, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

7

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

fichael hely

Michael Fawley Chair, National PRC nprc@aicpa.org +1.919.402.4502

National Peer Review Committee

cc: Samuel Johnson, Scot Ivey

Firm Number: 900010014904

Review Number: 564789

T: 1.919.402.4502 | F: 1.919.402.4876 | nprc@aicpa.org



Crowe LLP Independent Member Crowe Global

400 Capitol Mall, Suite 1400 Sacramento, CA 95814-4498 Tel 916-441-1000 Fax 916-441-1110 www.crowe.com

January 12, 2022

Joint Health Management Board c/o Fresno Unified School District 2309 Tulare Street Fresno, California 93721

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Fresno Health Management School District ("you", "your" or "Client") with respect to Joint Health Management Board ("JHMB"). The attached Master Services Agreement is an integral part of this letter, and the terms of the Master Services Agreement are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Joint Health Management Board for the year ending June 30, 2022.

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's and JHMB's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other

Joint Health Management Board

parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's and JHMB's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to the Board of Directors of JHMB. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

 Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the JHMB's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

Our audit and work product are intended for the benefit and use of the Client and JHMB only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are

Joint Health Management Board

aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client and JHMB's Responsibilities

The Client and JHMB's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client and JHMB's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year from the date the Financial Statements are available to be issued.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client and JHMB from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client and JHMB, and their knowledge of any fraud or suspected fraud affecting the Client and JHMB.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

OTHER SERVICES

Financial Statement Preparation

The Client and JHMB will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client and JHMB to provide us with the detailed trial balance, note disclosure information and any other relevant report information in

a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Recordkeeping Assistance

The Client and JHMB will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the Client and JHMB to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

FEES

Our fees, inclusive of out-of-pocket expenses, are outlined below. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Audit of the Joint Health Management Board's financial statements for the years ending:

June 30, 2022	\$ 25,000
June 30, 2023	\$ 25,000
June 30, 2024	\$ 26,000
June 30, 2025	\$ 26,000
June 30, 2026	\$ 26,500

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- · New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided

Joint Health Management Board

- Numerous revisions to your information
- Lack of availability of appropriate JHMB personnel during fieldwork
- Additional audit procedures relating to the impact of COVID-19 on Client or additional regulatory requirements relating thereto.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Master Services Agreement) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and

against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of California, without regard for choice of law principles.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Master Services Agreement are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

Joint Health Management Board

Joint Health Management Board c/o Fresno

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Master Services Agreement," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

7

IN WITNESS WHEREOF, Joint Health Management Board c/o Fresno Unified School District and Crowe have duly executed this Agreement effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Unified School District DocuSigned by Signature Signature Jeffrey Jensen Santino Danisi Printed Name Printed Name Partner **Chief Financial Officer** Title Title Date

APPROVED AS TO FORM

Andrew De La Torre, Executive Director **Benefits & Risk Management**

Crowe LLP

ny Jensen

January 5, 2022

Date

8



Report on the Firm's System of Quality Control

December 5, 2019

To the Partners of Crowe LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; audits of broker-dealers; and examinations of service organizations [SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail.* Crowe LLP has received a peer review rating of *pass.*

Cherry Befort LLP

Cherry Bekaert LLP

200 South 10th Street, Suite 900, Richmond, VA 23219 | P 804.673.5700 | cbh.com



9

AICPA **Peer Review Program** Administered by the National Peer Review Committee

American Institute of CPAs 220 Leigh Farm Road Durham, NC 27707-8110

December 12, 2019

James Powers Crowe LLP 225 W Wacker DR Ste 2600 Chicago, IL 60606-1228

Dear James Powers:

It is my pleasure to notify you that on December 12, 2019, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

fiched hely

Michael Fawley Chair, National PRC nprc@aicpa.org +1.919.402.4502

National Peer Review Committee

cc: Samuel Johnson, Scot Ivey

Firm Number: 900010014904

Review Number: 564789

T: 1.919.402.4502 | F: 1.919.402.4876 | nprc@aicpa.org

Fresno Unified School District Board Agenda Item

Board Meeting Date: January 12, 2022

AGENDA ITEM A-9

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

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

TITLE AND SUBJECT: Approve Addendum to Service Agreement with Deaf and Hard of Hearing Service Center

ITEM DESCRIPTION: Included in the Board binders is an addendum with the Deaf and Hard of Hearing Service Center (DHHSC) in the amount of \$513,000. DHHSC currently has an approved agreement with Fresno Unified School District in the amount of \$215,000 executed June 16, 2021 as part of the annual agreement process. This addendum will provide additional signing instruction for students, parents and employees who are deaf and hard of hearing. Services include classroom instruction, virtual instruction, tutoring and/or extracurricular activities on and off campus.

These additional sign language interpreting services are necessary due to an increase of sign language interpreting services.

This Addendum commences on January 13, 2022 and ends June 30, 2022.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$513,000 are available in the Special Education budget.

PREPARED BY: Dr Tangee Pinheiro, Instructional Superintendent DIVISION: Instructional Division PHONENUMBER: (559) 457-3731

CABINET APPROVAL: Kim Mecum, Chief Academic Officer

Pl

SUPERINTENDENT APPROVAL:

Rht J. Julion



To: Fresno Unified School District

This is an addendum of the Harvey Bradley Deaf and Hard of Hearing Service Center (DHHSC) contract dated July 1, 2021, by and between Fresno Unified School District and DHHSC. This amendment is entered as of January 13, 2022. Except as set forth below, the contract shall remain unmodified and in full force and effect. The below information summarizes the revised terms of the contract as they apply to the 2021/22 school year.

Description of additional services: Sign language interpreting services provided to and for students, parents, and staff.

Original Contract Amount: \$215,000 Increased Contract Amount: \$513,000 Not to exceed Amount: \$828,000

This addendum is hereby incorporated into the agreement as of the addendum effective date of January 13, 2022.

AGREED AND ACCEPTED FRESNO UNIFIED SCHOOL DISTRICT

BY: _____ Name: Santino Danisi Title: Chief Financial Officer Date: _____ Approved as to form: ______ Manual _____ HARVEY BRADLEY DEAF AND HARD OF HEARING SERVICE CENTER

oue BY: 0

Name: Harvey Bradley / Title: Services Personnel Director Date: 11/22/2021

Andrew De La Torre, Executive Director Benefits and Risk Management Date: _________





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Deaf and Hard of Hearing Service Center	5340 N. Fresno S	St., Fresno CA. 93710
Vendor Name (559) 225-3382	Address Kimberly Glenn	, Interpreter Coordinator
(559) 225-5582 Phone Number	Vendor Contact	
From: July 1, 2021	Through:	June 30, 2022
Term (Duration)		
FUSD Contract Administrator:	Special Edu	ucation Department
Dr. Ebony Hailey Name	Site/ Dept	Telephone number
Name	Sile/Depi	1 elephone number
Budget (Fund-Unit-DeptActivity-Object)	060-6500-0785-5	5750-1130-51/0060-6500-0785-5001-2495-5110
Annual Cost 215000 (Contract will not be	authorized to exceed	d this amount w/o BOE approval)
Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Scope of Work Summary:	Yes 🗹	No 🗔
Provide interpretering services for students of support for extracurricular, IEP translation in synchronous/asynchournous instruction. Will addtion to community events, board meeting solicit services directly. Special Education sta parents/students to the vendor.	addtion to stude also provide su s, towntall, or co	ent duirng upport virtually and/or in-person. In ommunity meetings. Vendor will not
Day/Evening Rate \$80.00 / Hour no mileage Day/Evening Emergency Rate \$160.00 / hou	ır no mileage	
Date Item is to appear on Board of Education Agenda:	06/16/21 Ager	enda Item # (Contracts of \$15,000.00 or more)
Reviewed & approved by Cabinet Level Officer:	Signed	<u>1 (1-27-21</u> Date
Reviewed & approved by Executive Director, Risk Management:	(mprew k	Whare 5/17/2021
1.10000 500 500 500	Signed	Date
Please return signed contract to:	Special Edu	ucation

Please return signed contract to: Shoushan Krikorian

Name

Revised 10/04/2020

Department



GENERAL INFORMATION

Fresno Unified School District

Independent Contractor Services Agreement

	- F F
School/Department Budget:	060-6500-0785-5750-1130-5110 060-6500-0785-5001-2495-5110
	Dr. Ebony Hailey
Budget Manager Approval:_	All IV
Contractor's Vendor Name:	Deaf and Hard of Hearing Service Center
Contractor's Contact Person:	Kimberly Glenn, Interpreter Coordinator
Contractor's Title:	Interpreter Coordinator
Contractor's Telephone Number:	(559) 225-3382
Contractor's E-mail:	interpreting@dhhsc.org
Contractor's Address:	5340 N. Fresno St., Fresno CA. 93710
Contractor's Taxpayer ID# or SSN#:	77-0583951

This Independent Contractor Services Agreement is made and entered into effective 07/01/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor") Deaf and Hard of Hearing Service Center

Special Education Department

1. Contractor Services. Contractor agrees to provide

Provide interpretering services for students during educational day and provides translation support for extracurricular, IEP translation in addition to student during synchronous/asynchournous instruction. Will also provide support virtually and/or in-person. In addition to community events, board meetings, towntall, or community meetings. Vendor will not solicit services directly. Special Education staff will be solely responsible for referring parents/students to the vendor.

Day/Evening Rate \$80.00 / Hour no mileage Day/Evening Emergency Rate \$160.00 / hour no mileage

- 2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
- 3. Term. This Agreement shall begin on 07/01/21 , and shall terminate on 06/30/22 . There shall be no extension of the term of the agreement without express written consent from all parties. , (per designated hourly rate)
- 4. <u>Payment</u>. District agrees to pay Contractor at following rate of ²¹⁵⁰⁰⁰ per Contra, not to exceed ²¹⁵⁰⁰⁰. Checks will be made payable to Deaf and Hard of Hearing Service Center . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.
- KG No, Vendor initial here^{sg} 5. Incidental Expenses. Yes (See below)
 - a. Lodging 0.00 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
 - b. Meals 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch\$18.30, Dinner\$30.50. *Receipt Required.
 - Travel 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current C, standard business IRS mileage rate.
 - As negotiated with school/department contracting for service. ď Supplies 0.00
 - Total Estimated Cost (Sum of paragraphs 4 and 5a d): 215000 e.
 - Other 0.00 £

6.	Employment. Are you a current FUSD employee?	Yes	🛛 No
7.	CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree?	Yes	🛛 No
8.	California Residency. Contractor is a resident of the state of California:	Z Yes	🗌 No

- 9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: http://www.ppcpas.com/fresno-unified-fraud-alert. 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.
- 10. 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 Contractor's initials _____ District's initials this Agreement.

- 11. 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 Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.
- 12. 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 4 and 5.

13. 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 Committee in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the Committee Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- c Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the Committee and 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.
- 14. <u>Injunctive Relief</u>. 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.

15. 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 ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees, 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 Indemnitees, 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 Indemnitees, notwithstanding whether liability is, can be or has yet been established.

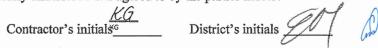
b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnitees, and each of them, for any and all legal expenses and costs incurred by each of them 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.

16. 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 one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) annual aggregate limit. Business automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence. 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 \$1,000,000 per claim and \$3,000,000 aggregate. 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.

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

- 17. <u>Independent Contractor Status</u>. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
- 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.
- 19. 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 contact 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, 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 Requirements," is expressly understood and agreed to by the parties hereto:



- 20. <u>Taxes</u>. 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.
- 21. <u>Assignment</u>. 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.
- 22. <u>Binding Effect</u>. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
- 23. <u>Severability</u>. 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.
- 24. <u>Waiver and Amendments</u>. 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.
- 25. <u>Governing Law</u>. 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.
- 26. <u>Attorney's Fees.</u> The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

27. <u>Written Notice</u>. 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.

Contractor: Deaf and Hard of Hearing Service Center

Name: Kimberly Glenn, Interpreter Coordinator

Address:

5340 N Fresno Street Fresno, CA 93710

c: Andrew De La Torre Benefits & Risk Management Fresno Unified School District 2309 Tulare Street Fresno, CA 93721

District:

Edward Collins

Fresno, CA 93722

Purchasing Department Fresno Unified School District

4498 N. Brawley Avenue

- 28. <u>Compliance with Law</u>. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
- 29. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
- 30. <u>Construction</u>. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
- 31. <u>Execution of Other Documents</u>. 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.
- 32. <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
- 33. <u>Board Approval</u>. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

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

DISTRICT

Fresno Unified School District

Satasi

Santino Danisi, Chief Financial Officer Jun 28, 2021

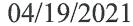
Date

CONTRACTOR

Deaf and Hard of Hearing Service Center

Kimberly Glenn Kimberly Glenn (Apr 19, 2021 13:37 PDT)

Name: Kimberly Glenn, Interpreter, Title: Interpreter Coordinate



Date

Approved As To Form:

Andrew De La Torre, Executive Director Benefits and Risk Management

5/17/2021

Date

Fresno Unified School District Board Agenda Item

Board Meeting Date: January 12, 2022

AGENDA ITEM A-10

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

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

TITLE AND SUBJECT: Approve 2021/22 Fresno Unified Career Technical Education Advisory Committee Member List

ITEM DESCRIPTION: Included in the Board binders is a copy of the 2021/22 Career Technical Education (CTE) Advisory Committee Member List to review and approve. California's four-year State Plan, covering Fiscal Years (FY) 2020-2023, implements the requirements of the Carl D. Perkins CTE Act of 2006, as amended by the Strengthening CTE for the 21st Century Act (Perkins V).

The Strengthening CTE for the 21st Century Act (Perkins V) requires that funds be used to develop, coordinate, implement, or improve CTE programs to meet the needs identified in the Comprehensive Local Needs Assessment described in section 134(c) (20 U.S.C. Section 2355[a]). The governing board of each school district participating in a CTE program shall appoint a CTE advisory committee to develop recommendations on the program and to provide a liaison between the district and potential employers. The committee shall consist of one or more representatives of the public knowledgeable about its disadvantaged students, teachers, business, industry, school administration, and the field office of the Employment Development Department (EC Section 8070). The comprehensive local needs assessment must be conducted with stakeholders' engagement at least once every two years and updated with continued consultation annually (20 USC sections 2354[c][1][B] and 2354[e][1]).

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

PREPARED BY: Jeremy Ward, Assistant Superintendent

CABINET APPROVAL: Kim Mecum, Chief Academic Officer

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

SUPERINTENDENT APPROVAL:

ht A. Tilo

Name	Title	Organization	Industry Sector Representation	End of Term
Fresno Unified C1	FE Advisory Committee Chairs			
Roup, Chris	Executive Director/Chair	NAMI	Across Multiple Sectors	11.4.2023
Escareno, Ana	Youth Program Manager/ Co- Chair	Fresno Regional Worforce Investment Board	Across Multiple Sectors	11.4.2023
Business	and Industry Partners			
Alvarez, Juan	Regional Director	USDA-HSINP	Agriculture and Natural Resources	11.4.2022
Correia, Calliope	Dept of Plant Science	Fresno State	Agriculture and Natural Resources	11.4.2023
Geist, Kadie	Central Valley Farms Leadership Coordinator	Center for Land Based Learning	Agriculture and Natural Resources	11.4.2022
Harris, Charlie	Director	LifeFlower,LLC	Agriculture and Natural Resources	11.4.2023
Jacobsen, Ryan	CEO/ Executive Director	Fresno County Farm Bureau	Agriculture and Natural Resources	11.4.2022
Musson, Karen	Partner	Gar Tootelian	Agriculture and Natural Resources	11.4.2022
Obermiller, David	Owner	Harvest Fields Organic Farm	Agriculture and Natural Resources	11.4.2023
Harley, Bryan	Director of Operations	СМАС	Arts, Media and Entertainment	11.4.2023
Hopkins, Allison	Director of Education Services	Valley PBS	Arts, Media and Entertainment	11.4.2022
Wong, Michelle	Head of Production	Meza Films	Arts, Media and Entertainment	11.4.2023
Aregaine, Tsegay	Strategic Business Analyst	Division of Apprenticeship Standards, Department of Industrial Relations	Building and Construction Trades	11.4.2022
Carbone, Katie	Program Manager	CIE-Construction Industry	Building and Construction	11.4.2022

Pedelty, Sarah	Senior Specialist Volunteer	Habitat for Humanity	Building and Construction	11.4.2022
Pelisari, Kent	Director of Producteurs	Pi Shop	Business/Entrepreneurship	11.4.2023
Riojas, Chuck	Apprenticeship Coordinator	Building and Construction	Building and Construction	11.4.2023
Robinson, Bill	Director	SOL Development	Building and Construction	11.4.2022
Williams, Clint	Business Manager	Turner Construction	Building and Construction	11.4.2023
			Trades	
Cherkaski, Eric	Business Services Manager	Fresno Regional Worforce	Business and Finance	11.4.2022
		Development Board		
Gonzales, Daniel	Management and Program	IRS	Business and Finance	11.4.2023
	Advisor			
Jackson, Mark	President	Blue Dolphin Design and	Business and Finance	11.4.2022
		Engineering, Inc./Pi Shop		
Lisitsin, Kevin	Owner	Rocket Dog	Business and Finance	11.4.2022
Lukens, Jenna	Real Estate Executive	Guarantee Real Estate	Business and Finance	11.4.2023
Milevoj, Emil	Executive Director	Lyles Center for Innovation and	Business and Finance	11.4.2023
Huddleston, Heather	Regional Director	Junior Achievement	Education, Child	11.4.2022
			Development and Family	
			Services	
Sloan, Janet	Regional Occupational	Fresno County Office Of	Education, Child	11.4.2023
	Manager	Education	Development and Family	
			Services	
Cortes, Eric	Workforce and Training	GRID Alternatives	Energy, Environment and	11.4.2022
	Manager		Utilities	
Penaloza, Virginia	Community Engagement	OHM	Energy, Environment and	11.4.2022
	Manager		Utilities	
McIlvaine, Liz	General Manager	Total Concepts	Engineering and Architecture	11.4.2023
Wu, Wei	Dept of Construction	Fresno State-Lyles College of	Engineering and Architecture	11.4.2022
	Management	Engineering		
Armesto, Alyssa	General Manager	Tangram Interiors	Fashion and Interior Design	11.4.2023
Martinez-Cantu, Rochelle	Marketing Leader	Paul Mitchell The School	Fashion and Interior Design	11.4.2022

Bacci, David	Regional Vice President	Hospital Council of Northern	Health Science and Medical	11.4.2023
		and Central California	Technology	
Der Torosian, Ivonne	Vice President, Community	Saint Agnes Medical Center	Health Science and Medical	11.4.2022
	Health and Well-Being		Technology	
DeYoung, Tracy	Management	Valley Children's Hospital	Health Science and Medical	11.4.2023
			Technology	
Gilbert, Marie	Director	CA Center for Excellence in	Health Science and Medical	11.4.2022
		Nursing	Technology	
Golden, Mary	Voluntary Service Program	Fresno VA Hospital	Health Science and Medical	11.4.2022
	Manager		Technology	
Kincaid, Susan	Program Director	Fresno Community Health	Health Science and Medical	11.4.2022
		Improvement Partnership	Technology	
Kinman, Renee	Endocronoligst	UCSF	Health Science and Medical	11.4.2023
			Technology	
Luchini, David	Manager, Office of Policy,	Dept. of Public Health	Health Science and Medical	11.4.2023
	Planning and Communication		Technology	
Mosqueda, Nichole	Director, Programs &	Camarena Health	Health Science and Medical	11.4.2023
	Development		Technology	
Nugent-Divine, Amanda	Chief Executive Officer	Kingsview	Health Science and Medical	11.4.2022
			Technology	
Silveira, Michael	Human Resources	Kaiser Permanente	Health Science and Medical	11.4.2023
			Technology	
Hannold, Jason	Vice President, Sales	Fresno Grizzles	Hospitality, Tourism and	11.4.2022
			Recreation	
Murillo, Zulema	General Manager	Holiday Inn	Hospitality, Tourism and	11.4.2022
Wilson, Drew	Supervising Planner	City of Fresno	Hospitality, Tourism and	11.4.2023
			Recreation	
Grubel, Thilani	Vice President	Bitwise Industries	Information and	11.4.2023
			Communication Technologies	

Thomas, Damon	СМО	Quiqlabs	Information and Communication Technologies	11.4.2022
Betts, Mike	СЕО	Betts Manufacturing	Manufacturing and Product Development	11.4.2023
Taylor Kumpe, Genelle	Executive Director/COO	San Joaquin Valley Manufacturing Alliance/Fresno	Manufacturing and Product Development	11.4.2022
Bradford, Jon	Creative Director	IMAGO	Marketing, Sales and Service	11.4.2022
Nellon, Vernice	СЕО	Kool Breeze Solar Hats	Marketing, Sales and Service	11.4.2023
Bertken, Kay	Education Committee Chair	League of Women Voters	Public Services	11.4.2022
Garcia, Andy	Executive Director	Lazono Smith Attorneys at Law	Public Services	11.4.2022
Lopez, Jonathan	Public Information Officer	Fresno Fire Department	Public Services	11.4.2022
Maldonado, Tina	Program Coordinator	Fresno Police Dept	Public Services	11.4.2023
Salas, Michael	Public Information Officer	California Highway Patrol	Public Services	11.4.2023
Gil, Tracy	General Manager	Future Ford of Clovis	Transportation	11.4.2023
Oldham, Joseph	President/CEO	New Vision Aviation	Transportation	11.4.2023
Paris, Chris	General Manager	Affinity/Central Valley Truck Center	Transportation	11.4.2022
Fox, Lindsay	President and CEO	United Way	Across Multiple Sectors	11.4.2022
Konczal, Blake	Executive Director	Fresno Regional Worforce Investment Board	Across Multiple Sectors	11.4.2022
Montanez, Christine	Education Department Director	Table Mountain Rancheria	Across Multiple Sectors	11.4.2023
Nankivell, Deborah	CEO	Fresno Business Council	Across Multiple Sectors	11.4.2022
Williamson, Curtis	Business Expansion and Retention Coordinator	Fresno County Economic Development Corporation	Across Multiple Sectors	11.4.2023
Fresno Unif	ied Students, Parents/Guardians			
Barajas, Aliya	Student	Fresno Unified School District		11.4.2023

Blunt, Edgar	Parent	Fresno Unified School District		11.4.2022
Bonilla, Manuel	President	Fresno Teachers Association		11.4.2022
Boroski, Kristen	Director, Career Technical Education	Fresno Unified School District		11.4.2022
Eliason, Blair	Principal	Patino School of Entrepreneurship		11.4.2023
Ferguson, Danay	Student	Fresno Unified School District		11.4.2022
Ferguson, Dwayne	Parent	Fresno Unified School District		11.4.2022
Fisher, Julio	Student	Fresno Unified School District		11.4.2022
Martinez, Eric	Principal	Duncan Polytechnical High School		11.4.2023
McCulley, Wendy	Chief of Engagement and External Partnerships	Fresno Unified School District		11.4.2023
Priest, Justin	CTE Teacher	Hoover High School		11.4.2022
Reyes, Krishnna	CTE Teacher	Roosevelt High School		11.4.2023
Ryatt, Tamela	CTE Teacher	Sunnyside High School		11.4.2023
Vang, Maiyer	Business Operations Manager	Parent University		11.4.2022
Ward, Jeremy	Assistant Superintendent, College & Career Readiness	Fresno Unified School District		11.4.2023
Watson, Rick	Chief Executive Officer	The Center for Advanced Research and Technology		11.4.2023
Wheelock, Julie	Program Manager, Special Education	Fresno Unified School District		11.4.2023
Yang, Gene	CTE Teacher	Wawona Middle School		11.4.2022
Adult	Education Consortium District	Representatives		
Douangmala,	CTE Teacher	Fresno Adult School		11.4.2022
McMahon, Courtney	Learning Director	Clovis Adult		11.4.2023
Schlueter, Gary	Vice Principal	Fresno Adult School		11.4.2023
Higher Education Partners				
Barabe, Becky	Dean of Applied Technology	Fresno City College	Manufacturing and Product Development	11.4.2022

Chacal, Monica	VP of Instruction	Clovis Community College	Education and Child	11.4.2023
			Development	
Johnson, Cheryl	Education Instructor	Fresno City College	Education and Child	11.4.2022
			Development	
Lewellan, Rob	HVAC Instructor	Fresno City College	Energy, Environment and	11.4.2022
			Utilities	
Polanowski, Craig	Instructor/Dept Chair: Visual	Fresno City College	Arts, Media and	11.4.2023
	Media Technology		Entertainment	
Robinson, Stephanie	Regional Associate Dean	Unitek College	Health Science and Medical	11.4.2022
			Technology	
Smith, Lorraine	Dean of Instruction	Fresno City College	Health Science and Medical	11.4.2023
			Technology	
Srinivasan, Ganesan	Dean of Instruction	Madera Community College	Agriculture and Natural	11.4.2023
			Resources	

Fresno Unified School District Board Agenda Item

Board Meeting Date: January 12, 2022

AGENDA ITEM A-11

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

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

TITLE AND SUBJECT: Ratify Agreement with Education Behavior Consultants

ITEM DESCRIPTION: Included in the Board binders is an agreement with Education Behavior Consultants for six Registered Behavior Technicians (RBT) to provide direct support to elementary students identified as needing intensive Tier III behavior support. The RBTs are trained in Applied Behavior Analysis and are skilled in the areas of behavior data collection, assisting in the development of behavior support plans, and implementation & monitoring of identified interventions. The RBTs will work in conjunction with the district's Behavior Intervention Specialists.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$180,000 are available in the Prevention & Intervention budget.

PREPARED BY: Ambra O'Connor, Prevention & Intervention Executive

CABINET APPROVAL: Kim Mecum, Chief Academic Officer

DIVISION: Prevention & Intervention PHONE NUMBER: (559) 457-3340

SUPERINTENDENT APPROVAL:

ht A. Jeho



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0649-0810-1981-1000-5899

District Contact Person: Rita Babarian/Ambra O'Connor

Budget Manager Approval:

Contractor's Vendor Name: Education Behavior Consultants

Contractor's Contact Person: Amanda Nicolson

Contractor's Title: Owner

Contractor's Telephone Number: 559-320-5260

Contractor's E-mail: amandanicolson.bcba@gmail.com

Contractor's Address: 2018 E Corneliuson Dr. Fresno, CA. 93730

Contractor's Taxpayer ID# or SSN#: 87-3583704

This Independent Contractor Services Agreement is made and entered into effective 12/16/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contracto<u>r").</u>

1. Contractor Services. Contractor agrees to provide

Six Registered Behavior Technicians (RBTs) to provide direct services to students. The RBTs will be supervised in partnership with Contractor and the Tier III Manager of Fresno Unified. The RBTs will collaborate with the Behavior Intervention Specialist and the Tier III Manager to provide direct support to students TK to 3rd grade with intensive behaviors. The Tier III Manager and Contractor agree to collaborate on the training of RBTs to obtain the necessary skills to provide support to students and implement the process that Fresno Unified uses to complete said support and monitor student progress. RBTs will utilize district provided tracking and assessment tools for data collection and intervention implementation. RBTs will participate in professional learning provided by district to align with Tier III services.

PI

The Tier III Manager and Contractor agree to communicate regularly on the performance of the RBTs and the impact of their support for students within Fresno Unified. Both parties agree to problem solve any staff issues or concerns through direct communication, and collaborate on solutions that best serve the students of Fresno Unified. If staff concerns arise that cannot be resolved, Fresno Unified will have the ability to request vendor remove and replace a RBT if it is determined the RBT is not an appropriate match for district students. The contractor will provide mandatory oversite of supervision hours for all RBTs as required by the Behavior Analyst Certification Board to obtain their certification.

- 2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
- 3. Term. This Agreement shall begin on 12/16/21 ., and shall terminate on 06/30/22 . There shall be no extension of the term of the agreement without express written consent from all parties.
- 4. Payment. District agrees to pay Contractor at following rate of ¹⁸⁰⁰⁰⁰ per contract, Not to exceed ¹⁸⁰⁰⁰⁰ . Checks will be made payable to Education Behavior Consultants . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.
- \checkmark No, Vendor initial here $\frac{AN}{N}$ 5. Incidental Expenses. **D** Yes (See below)
 - Lodging Actual cost of single occupancy. Not to exceed \$100 per night. **Receipt Required*. a.
 - b. Meals Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch\$18.30, Dinner\$30.50. *Receipt Required.
 - C. Travel Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
 - d. Supplies As negotiated with school/department contracting for service.
 - Total Estimated Cost (Sum of paragraphs 4 and 5a d): 180000 e.
 - f. Other

Employment. Are you a current FUSD employee? Yes 🗸 No 6. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ✓ Yes 🗖 No 7. 8. California Residency. Contractor is a resident of the state of California: V Yes 🗖 No

- 9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: http://www.ppcpas.com/fresno-unified-fraud-alert. 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.
- 10. <u>Conflict of Interest.</u> 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 AV District's initials

- 11. 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 Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.
- 12. 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 4 and 5.

13. 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 Committee in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph

13.B. Upon the request of the Committee Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.

- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the Committee and 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.
- 14. <u>Injunctive Relief</u>. 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.

15. 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.

16. 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. 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. 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. 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.

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

- 17. <u>Independent Contractor Status</u>. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
- 18. <u>Workers' Compensation Insurance</u>. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
- 19. <u>Fingerprinting Requirements</u>. 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 contact 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 <u>submit through the DISTRICT</u> fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. 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 Requirements," is expressly understood and agreed to by the parties hereto:



- 20. <u>Taxes</u>. 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.
- 21. <u>Assignment</u>. 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.
- 22. <u>Binding Effect</u>. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
- 23. <u>Severability</u>. 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.
- 24. <u>Waiver and Amendments</u>. 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.
- 25. <u>Governing Law</u>. 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.
- 26. <u>Attorney's Fees.</u> The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

27. <u>Written Notice</u>. 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:	Contractor:	Education Behavior Consultants
Ann Loorz Purchasing Department	Name:	Amanda Nicolson
Fresno Unified School	Address:	
District 4498 N. Brawley Avenue Fresno, CA 93722	2018 E Co Fresno, C	orneliuson DR. A 93730

- c: Andrew De La Torre Benefits & Risk Management Fresno Unified School District 2309 Tulare Street Fresno, CA 93721
- 28. <u>Compliance with Law</u>. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
- 29. <u>Entire Agreement</u>. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
- 30. <u>Construction</u>. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
- 31. <u>Execution of Other Documents</u>. 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.
- 32. <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
- 33. <u>Board Approval</u>. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

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

DISTRICT

Fresno Unified School District

Santino Danisi, Chief Financial Officer

Date

CONTRACTOR

Education Behavior Consultants

Amanda Nicolson Amanda Nicolson (Nov 29, 2021 21:25 PST)

Name: Amanda Nicolson

, Title: Owner

Nov 29, 2021

Date

Approved As To Form:

Andrew De La Torre, Executive Director Benefits and Risk Management

12/1/2021

Date

Fresno Unified School District Board Agenda Item

Board Meeting Date: January 12, 2022

AGENDA ITEM A-12

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

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

TITLE AND SUBJECT: Ratify Change Orders for the Projects Listed Below

ITEM DESCRIPTION: Included in the Board binders is information on Change Orders for the following projects:

Bid 20-49, Juan Felipe Herrera New Elementary School, Change Order 5 includes but may not be limited to: add emergency generator, improve site access, upgrade wall finishes and systems in health center; upgrade HVAC filtration and equipment; change structural framing; revise ceramic tile pattern and colors; minor electrical changes; and paint exposed deck and piping at cafeteria ceiling.

Original Contract Amount:	\$ 37,621,226
Change Order(s) previously ratified:	\$ 522,536
Change Order 5 presented for ratification:	\$ 299,339
New Purchase Order Amount:	\$ 38,443,101

Bid 21-34, Ventura and 10th South Campus Site and Tenant Improvements, Buildings C and D South Campus Site, Change Order 3 includes but may not be limited to: relocate site utilities to appropriate burial depths; replace corroded piping at Bldg. B water service; remove abandoned electrical cable and slurry backfill; and remove from scope masonry walls, irrigation, landscaping, site concrete, grading and paving.

Tenant Improvements, Change Order 3 includes but may not be limited to: revise office layout at second floor Bldg. C; install new structural shear wall and beam at Bldg. D with removal and replacement of wall and floor finishes; identify, clean and/or cap unforeseen utility piping; upgrade wall framing, finishes and openings to provide fire-rated corridor walls at Bldg. C; rebuild HVAC roof curbs and roof screen wall at Bldg. D; adjust location of light switches for accessibility compliance; and replace elevator, cab, pump, controller and all call stations.

Total Contract Amount:	\$ 5,545,109
Original Contract Amount (South Campus Site):	\$ 2,500,151
Change Order(s) previously ratified:	\$ 35,584
Change Order 3 presented for ratification (credit):	\$ -946,603
New Purchase Order Amount:	\$ 1,589,132
Original Contract Amount (Tenant Improvements):	\$ 3,044,958
Change Order(s) previously ratified:	\$ 505,416
Change Order 3 presented for ratification:	\$ 667,427
New Purchase Order Amount:	\$ 4,217,801

All requests for a change to the project are subject to multiple layers of review and evaluation, by both the project team (designer, contractor, DSA inspector, project manager) and district management. Final approval for modification to the contract, resulting in a change order, is by the district. Each item in a change order is the result of one of the following: district request; unknown, unforeseen, or hidden condition; designer error/omission; or regulatory requirement. Change order costs are tracked by item and responsibility identified. Change orders can also include credits to the district. A Project Financial Summary is attached to each change order in the backup material.

FINANCIAL SUMMARY: \$20,163 is available in the Measure X Fund for Bids 20-49 and 21-34.

PREPARED BY: Ann Loorz, Executive Director, Purchasing

CABINET APPROVAL: Karin Temple, Chief Operating Officer PHONE NUMBER: (559) 457-3134

DIVISION: Operational Services

SUPERINTENDENT APPROVAL:

KS/emple

Pohl J. nelo



CHANGE ORDER

PROJECT NAME:	CHANGE ORDER No. :	005
Juan Felipe Herrera Elementary School	DSA File No. :	10-48
	Application No. :	02-117109
CONTRACTOR :	DESIGNER'S PROJECT No. :	1749
Davis Moreno Construction, Inc. 4720 N. Blythe	FUSD BID/CONTRACT No. :	20-49
Fresno CA 93722	CONTRACTOR P.O. No. :	608393

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$	37,621,226.00
Net change by previously authorized Change Orders	\$	522,535.99
The Contract Sum prior to this Change Order was	\$	38,143,761.99
The Contract Sum will be adjusted by	\$	299,339.00
The new Contract Sum, including this Change Order will be	\$	38,443,100.99
The Contract Completion date prior to this Change Order was		3/1/2022
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		3/1/2022

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The omount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

Darden Architects, Inc. 6790 N. West Avenue Fresno, CA 93711 ARCHITECT/ENGINEER:

By: Antonio J. Avila AIA

Date: 11/02/2021

Accepted by:

Davis Moreno Const. Inc. 4720 N. Blythe Fresno CA 93722 CONTRACTOR: By: Stephen Davis Date: 10/26/2021

Authorized by:

Fresno Unified School District 4600 N. Brawley Fresno, CA OWNER Alex Belanger By: Date

Change Order Summary Page 1 of 1



You are directed to make the following changes in this Contract:

Item 5-1 **DESCRIPTION OF CHANGE:**

Building C, Clinic changes: Addition of emergency back-up power generator with required foundation and electrical switching equipment. Also included are: modifications to concrete walks; landscape/irrigation; building entrances; windows; exterior and interior wall finishes; mechanical; electrical; and plumbing.

REASON FOR CHANGE:

Revisions requested by District Service Provider.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP 01

Amount of this Change Order Item:	Increase \$	171,879.90
Time adjustment by this Change Order Item:	Increase	0 Days

Item 5-2 **DESCRIPTION OF CHANGE:**

MERV 13 upgrades to all HVAC units. Upgrade fan motors on Units AC-B6 and AC-B15 to accommodate MERV-13 filtration.

REASON FOR CHANGE: Upgrades to District Air Filtration Standards.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE: RFP 23

Amount of this Change Order Item:	Increase \$	27,639.52
Time adjustment by this Change Order Item:	Increase	0 Days

Item 5-3 **DESCRIPTION OF CHANGE:**

Doorway B155 - Change wood door from 3-0 x 6-10 to 3-6 x 6-10. Revise door hardware, kickplate, seals, and hinges to accommodate door size revision.

REASON FOR CHANGE:

Required by elevator subcontractor for equipment room access.

CHANGE CATEGORY:

Governing agency required change after document approval.

DOCUMENT REFERENCE: RFI 242

Amount of this Change Order Item: Time adjustment by this Change Order Item: Change Order Item Detail

124.95 Increase \$ Increase 0 Days

Page 1 of 4



ltem 5-4	DESCRIPTION OF CHANGE: Framing changes at northwest corner of Clinic Bldg. C; add HSS structural steel attachment. REASON FOR CHANGE: Wall connection detailing in this area shown on contract documents incomplet CHANGE CATEGORY: Designer E & O. DOCUMENT REFERENCE: RFI-401		d framing for wall
	Amount of this Change Order Item: Time adjustment by this Change Order Item:	Increase \$ Increase	8,918.91 0 Days
ltem 5-5	DESCRIPTION OF CHANGE: Add door lites at building B, doors B122a and B121a.		
	REASON FOR CHANGE: Supervision requirement for Early Learning staff.		
	CHANGE CATEGORY: District requested change.		
	DOCUMENT REFERENCE: RFP 25		
	Amount of this Change Order Item: Time adjustment by this Change Order Item:	Increase \$ Increase	1,062.84 0 Days
ltem 5-6	DESCRIPTION OF CHANGE: Provide electrical to exhaust fan D3 at room D104 from electrical PDL-32 REASON FOR CHANGE: Service required to power exhaust fan.		
	CHANGE CATEGORY: Designer E & O.		
	DOCUMENT REFERENCE: RFI-415		
	Amount of this Change Order Item: Time adjustment by this Change Order Item:	Increase \$ Increase	2,579.21 O Days



CHANGE ORDER

Item 5-7	DESCRIPTION OF CHANGE:			
	At building B, revise doors B220A and B221A from hollow metal to wood doors			
	REASON FOR CHANGE:			
	Door Opening schedule incorrectly listed hollow metal doors in lieu of wood do	ors.		
	CHANGE CATEGORY:			
	Designer E & O.			
	DOCUMENT REFERENCE:			
	RFI-412			
	Amount of this Change Order Item:	Increase	\$	395.85
	Time adjustment by this Change Order Item:	increase		0 Days
Item 5-8	DESCRIPTION OF CHANGE:			
	Relocate Security Device @ Room 144 of building B.			
	REASON FOR CHANGE:			
	To move security device out of the field of the mural.			
	CHANGE CATEGORY:			
	Designer E & O.			
	DOCUMENT REFERENCE:			
	Amount of this Change Order Item:	Increase	\$	422.66
	Time adjustment by this Change Order Item:	Increase		0 Days
ltem 5-9	DESCRIPTION OF CHANGE:			
	Revisions to ceramic tile color scheme at all drinking fountains and restrooms (except buil	ding C).

REASON FOR CHANGE: Ceramic tile color change to align with school logo colors.

CHANGE CATEGORY: District requested change.

DOCUMENT REFERENCE: RFP 26

Amount of this Change Order Item: Time adjustment by this Change Order Item: Increase \$ 74,516.40 Increase 0 Days



Item 5-10

	At building D, raise electrical back boxes for outlets at serving counter.		
	REASON FOR CHANGE:		
	Electrical outlets raised to clear stainless steel counter backsplash.		
	CHANGE CATEGORY:		
	Designer E & O.		
	DOCUMENT REFERENCE:		
	RFI-428		
	Amount of this Change Order Item:	Increase	\$ 1,508.76
	Time adjustment by this Change Order Item:	Increase	0 Days
ltem 5-11	DESCRIPTION OF CHANGE:		
	Painting of exposed deck and utilities above multi-purpose room open ceiling.		

REASON FOR CHANGE: Completion of finish for exposed deck and utilities.

CHANGE CATEGORY: Designer E & O.

DESCRIPTION OF CHANGE:

DOCUMENT REFERENCE: RFI 424

Amount of this Change Order Item: Time adjustment by this Change Order Item: Increase \$ 10,290.00 Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER: INCREASE \$ 299,339.00 INCREASE 0 DAYS

*** End of CHANGE ORDER ***



Project Financial Summary

218,106.00

147,610.00

37,621,226.00

\$

\$

\$

-

Facilities Management & Planning

Project Name:	Juan Felipe Herrera Elementary School	Date: Contractor:	11/15/21 Davis Moreno	
DSA #:	02-117109	Architect:	Darden	
BID #:	20-49	Change Order:	5	
Contract Summary:				
Bid Award Amount(s)				
Base Bid:				\$ 34,299,000.00
Additive Alternate 1:	Primary Care Building			\$ 1,947,805.00
Additive Alternate 2:	Restroom / Snack Bar			\$ 1,008,705.00

Southeast Parking Lot

East Baseball Backstop

Additive Alternate 4:

Additive Alternate 3:

Total Agreement Amount:

Contract Adjustments:

Total Contract Amount							a.						\$ 37,621,226.00	
Contract Adjustments:		District Reguested	1	<u>Governing agency</u> <u>change post-b</u>	IU	nknown, unforeseen,	hidden	Designer É & O		District/Design	er	<u>Total</u>		
CO #001	\$	5,965.96	Ş	÷ -	Ş	4,733.52	\$	44,985.70	\$		\$	55,685.18		
CO #002	\$	37,621.31	;	-	Ş	-	\$	86,974.79	\$	(857.04)	\$	123,739.06		
CO #003	\$	111,751.34	\$	76,302.21	Ş	-	\$	71,415.28	\$		\$	259,468.83		
CO #004	\$	14,500.25	-		Ş	-	\$	69,142.67	\$	<u>a</u>	\$	83,642.92		
CO#005	\$	275,098.66	\$	124.95	Ş	-	\$	24,115.39	\$		\$	299,339.00		
	\$		-	5 <u>.</u> €≤	Ş	-	\$	-	\$		\$	-		
Totals:	\$	444,937.52	1.2%	76,427.16	0.2% \$	4,733.52	0.0% \$	296,633.83	0.8% \$	(857.04)	0.0% \$	821,874.99	\$ 821,874.99	2.
Total Contract Amount with	n Adj	ustments											\$ 38,443,100.99	



CHANGE ORDER

PROJECT NAME:	CHANGE ORDER No. :	003
Ventura and 10th South Campus - Site		
890 S. 10th Street	DSA File No. :	N/A
Fresno, CA 93725		
	Application No. :	N/A
CONTRACTOR : Ardent General 2960 N. Burl Avenue Fresno, CA 93727	DESIGNER'S PROJECT No. : FUSD BID/CONTRACT No. :	19-72 21-34
	CONTRACTOR P.O. No. :	700619A

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$	2,500,151.00
Net change by previously authorized Change Orders	\$	35,583.64
The Contract Sum prior to this Change Order was	\$	2,535,734.64
The Contract Sum will be adjusted by	\$	(946,602.98)
The new Contract Sum, including this Change Order will be	\$	1,589,131.66
The Contract Completion date prior to this Change Order was		20-Sep-21
The Contract Time will be adjusted by	(158) Calendar Days
The new Contract Completion date, including this Change Order is therefore		25-Feb-22

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

SIM-PBK 7790 N. Palm Avenue Fresno, CA 93711 ARCHITECT/ENGINEER: Raleigh Sullivan, AIA

Date:

Accepted by:

Ardent General, Inc. 2960 N. Burl Avenue Fresno, CA 93727 CONTRACTOR:

By: Christian DeFehr, Sec. Tr.

Date: 11/5/2021

Authorized by:

Fresno Unified School District 4600 N/Brawley Freshd, CA 93722 OWNER: Alex Belanger | Asst. Sup. By: Date:

Change Order Summary Page 1 of 1



CHANGE ORDER

Item 3-1	DESCRIPTION OF CHANGE:				
	Provide all labor, materials and equipment as required to relocate	e existing gas and water piping to appropriate			
	burial depths.				
	REASON FOR CHANGE:				
	Unforeseen site utilities discovered in areas of new grading work	required lowering to accomodate new grading			
	design.				
	CHANGE CATEGORY:				
	Unknown, Unforeseeable, Hidden condition.				
	DOCUMENT REFERENCE:				
	RFQ #16				
	Amount of this Change Order Item:	Increase \$ 32,518.20			
	Time adjustment by this Change Order Item:	Increase 0 Days			
Item 3-2	DESCRIPTION OF CHANGE:				
	Remove from contract scope the following work:				
	1. Masonry block wall between neighboring properties to the we	st and mechanical equipment yard. Credit to th			
	District (\$200,000.00).				
	Delete irrigation and landscaping. Credit to the District (\$268,0				
	3. Delete site and off-site concrete, fine grading, aggregate base a (\$513,636.00).	and asphalt paving. Credit to the District			
	REASON FOR CHANGE:				
	Work to be completed under separate future bid.				
	CHANGE CATEGORY:				
	District & Designer				
	DOCUMENT REFERENCE:				
	Amount of this Change Order Item:	Decrease \$ (981,636.00)			
	Time adjustment by this Change Order Item:	Increase 0 Days			
tem 3-3	DESCRIPTION OF CHANGE:				
	Provide all labor, materials and equipment as required to replace corroded pipe at East side of Building B.				
	REASON FOR CHANGE:				
	Existing water service to Bldg. B found to be leaking.				
	CHANGE CATEGORY:				
	Unknown, Unforeseeable, Hidden condition.				
	DOCUMENT REFERENCE:				
	Amount of this Change Order Item:	Increase \$ 1,689.60			
	Time adjustment by this Change Order Item:	Increase 0 Days			



DESCRIPTION OF CHANGE:		
Provide all labor, materials and equipment as required to investigat	te and abandon existing	underground dire
burial cables found inside slurry at Building A.		0
REASON FOR CHANGE:		
Existing direct bury cables found during demolition.		
CHANGE CATEGORY:		
Unknown, Unforeseeable, Hidden condition.		
DOCUMENT REFERENCE:		
Amount of this Change Order Item:	Increase	\$ 825.22
Time adjustment by this Change Order Item:	Increase	0 Days
DESCRIPTION OF CHANGE:		
	or Building TI Change Or	der 03.
REASON FOR CHANGE:		
Delay in site work concurrent with Building C & D TI time extension.		
CHANGE CATEGORY:		
Unknown, Unforeseeable, Hidden condition.		
DOCUMENT REFERENCE:		. •
Amount of this Change Order Items	Increase	ė.
	Increase	158 Days
TRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	DECDEACE	¢ (046 602 00)
	DECREASE	\$ (946,602.98)
	Provide all labor, materials and equipment as required to investigat burial cables found inside slurry at Building A. REASON FOR CHANGE: Existing direct bury cables found during demolition. CHANGE CATEGORY: Unknown, Unforeseeable, Hidden condition. DOCUMENT REFERENCE: Amount of this Change Order item: Time adjustment by this Change Order Item: Non-compensable time extension concurrent with time extension of REASON FOR CHANGE: Delay in site work concurrent with Building C & D TI time extension. DOCUMENT REFERENCE: Amount of this Change Order Item: Delay in site work concurrent with Building C & D TI time extension. DOCUMENT REFERENCE: Amount of this Change Order Item: Time adjustment by this Change Order Item:	Provide all labor, materials and equipment as required to investigate and abandon existing burial cables found inside slurry at Building A. REASON FOR CHANGE: Existing direct bury cables found during demolition. CHANGE CATEGORY: Unknown, Unforeseeable, Hidden condition. DOCUMENT REFERENCE: Amount of this Change Order Item: Increase Time adjustment by this Change Order Item: Increase Description OF CHANGE: Non-compensable time extension concurrent with time extension for Building TI Change Order REASON FOR CHANGE: Delay in site work concurrent with Building C & D TI time extension. CHANGE CATEGORY: Unknown, Unforeseeable, Hidden condition. DOCUMENT REFERENCE: Amount of this Change Order Item: Increase Time adjustment by this Change Order Item:



CHANGE ORDER

PROJECT NAME:	CHANGE ORDER No. :	003
Ventura and 10th South Campus - Buildings C & D TI		
890 S. 10th Street	DSA File No. :	N/A
Fresno, CA 93725		
	Application No. :	N/A
CONTRACTOR :	DESIGNER'S PROJECT No. :	19-72
Ardent General		
2960 N. Burl Avenue	FUSD BID/CONTRACT No. :	21-34
Fresno, CA 93727		
	CONTRACTOR P.O. No. :	700619B

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

\$	3,044,958.00
\$	505,415.89
\$	3,550,373.89
\$	667,426.50
\$	4,217,800.39
	5-Nov-21
(112)Calendar Days
	25-Feb-22
(\$ \$ \$ \$ (112

NOTE: Controctor agrees to furnish all labor and materials and perform all of the wark described herein, in accordance with the above terms and in compliance with the Contract Dacuments. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The odjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/ar adjustment in the Contract Time and Contract Sum due to the Contractor orising aut of the change in the work covered by this Change Order.

Recommended by: Accepted by: Authorized by: SIM-PBK Ardent General, Inc. Fresho Unified School District 7790 N. Palm Ave, 2960 N. Burl Ave. 4600 N. Brawley Fresno, CA 93722 Fresno, CA 93711 Fresno, CA 93727 ARCHITECT/ENGINEER: CONTRACTOR: OWNER: 5 tah istion 1 By: Raleigh Suttivan, AIA Christian DeFehr, Sec. Tr. Alex Belanger | Asst. Sup. By: By: Date: 11/5/2021 Date: Date:



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 3-1 DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to provide demolition of existing walls; new framed walls; doors, frames, and hardware; HVAC and electrical changes at various locations of Bldgs. C & D.

REASON FOR CHANGE:

Change in end user requirements as requested by the District.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFQ #01

Amount of this Change Order Item: Time adjustment by this Change Order Item: Increase \$ 64,991.82 Increase 0 Days

Item 3-2 DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to replace existing east walls of Restrooms 317 & 318 and install new shear wall, from footing to upper roof and from Restroom to Restroom (north to south). Remove and reinstall plumbing.

REASON FOR CHANGE:

After demolition it was discovered that a a structural shear wall in Building D had been removed during previous remodel of the building. Upon the recommendation of the structural engineer, a new upgraded shear wall and foundation is to be provided.

CHANGE CATEGORY: Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE: RFQ #14

Amount of this Change Order Item: Time adjustment by this Change Order Item: Increase \$ 79,601.95 Increase 0 Days



Item 3-3 DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to investigate and clean roof drain line and cut and cap gas line at Building C.

REASON FOR CHANGE:

Existing roof drain was clogged, causing water damage.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RF1 #29

Amount of this Change Order Item:	Increase \$	3,599.11
Time adjustment by this Change Order Item:	Increase	0 Days

Item 3-4 DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to upgrade wall, ceiling, and door assemblies to create a one hour rated corridor. Scope includes: fire blocking in walls; upgrade ceiling grid to a rated assembly; wrap light fixtures, back boxes, and fire extinguisher cabinets with rated material, abandon and patch unused wall penetrations; and remove non-rated door and frame and install new door, frame, and hardware.

REASON FOR CHANGE:

Scope of work in contract documents did not provide for a code-compliant rated corridor.

CHANGE CATEGORY: Designer E & O.

.

DOCUMENT REFERENCE: RFQ #04

Amount of this Change Order Item: Time adjustment by this Change Order Item: increase \$ 97,774.11 Increase 0 Days



Item 3-5 DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to a layer of 1/4" gypsum board over existing 5/8" gypsum board to provide a smooth surface for finished walls at entire interior side of rated corridor.

REASON FOR CHANGE:

Existing gypsum board under existing wallpaper is not acceptable to receive new finish.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE: RFQ #13

Amount of this Change Order Item:Increase63,867.36Time adjustment by this Change Order Item:Increase0 Days

Item 3-6 DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to install overhead beam and additional framing at Restroom 318.

REASON FOR CHANGE:

Support for ceiling and wall above compromised during previous remodel.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE: RFI #46

Amount of this Change Order Item: Time adjustment by this Change Order Item:

increase \$ 1,488.99 Increase 0 Days

Item 3-7 DESCRIPTION OF CHANGE:

Adjust contract amount of new glazing at exterior of Bldgs. C and D previously incorporated in Change Order Item #2-2.

REASON FOR CHANGE:

Revised subcontractor pricing resulted in a credit to the District.

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE: RFQ #14.1

Amount of this Change Order Item: Time adjustment by this Change Order Item: Decrease \$ (29,291.96) Increase 0 Days



Item 3-8 DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to provide doors, door frames, and finish hardware at new office openings and rated corridor openings. Also included is replacing existing door hinges to match color of new hardware and replacing damaged door closers.

REASON FOR CHANGE:

Changes to add offices for mangers required additional openings. Existing openings required hardware upgrades for serviability and code compliance.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFQ #19

Amount of this Change Order Item:	Increase \$	24,813.80
Time adjustment by this Change Order Item:	Increase	0 Days

Item 3-9 DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required for demolition of existing wall framing at Building D required to install overhead beam per Change Order Item 3-6.

REASON FOR CHANGE:

Existing wall framing required removal to allow repairs.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI #74

Amount of this Change Order Item:	Increase \$	403.34
Time adjustment by this Change Order Item:	Increase	0 Days



Item 3-10 DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to install four new wood framed mechanical curbs at low roofs at Building D.

REASON FOR CHANGE:

Existing HVAC stands were removed during exploration of damaged roof areas and not suitable for reuse.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	Increase \$	4,641.88
Time adjustment by this Change Order Item:	Increase	0 Davs

Item 3-11 DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to replace partition wall framing, T1-11 siding and flashing from high roof eave to low roof at both sides of Building D. Add rain gutters and downspouts to north and south sides of Bldg. D.

REASON FOR CHANGE:

Existing wall had to be removed to replace existing duct work included in contract.

.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	Increase \$	33,297.79
Time adjustment by this Change Order Item:	Increase	0 Days



Item 3-12 DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to patch and tape wall areas of relocated light switches. Relocation of light switches included in separate change item.

REASON FOR CHANGE:

Existing light switch locations do not all meet ADA requirements.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFQ #14.4 - 6

Amount of this Change Order Item:	Increase \$	27,101.71
Time adjustment by this Change Order Item:	Increase	0 Days

Item 3-13 DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to completely retrofit the elevator cab, controller, and componentry per elevator manufacturer.

REASON FOR CHANGE:

Existing elevator not in suitable condition for long-term function.

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE:

Amount of this Change Order Item: Time adjustment by this Change Order Item: Increase \$ 104,940.00 Increase 0 Days



Item 3-14 **DESCRIPTION OF CHANGE:** Additional compensation to contractor to extend contract completion date to February 25, 2022.

REASON FOR CHANGE:

Compensation for extended overhead, operating and profit costs caused by unforseen issues, including change order items 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-8, 1-9, 2-2, 3-2, 3-3, 3-6, 3-7, 3-9, 3-10 and 3-11.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item: Time adjustment by this Change Order Item:	Increase \$ 190,196.6 Increase 112 Days	
TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE \$ 667,426.5 INCREASE 112 DAYS	0

*** End of CHANGE ORDER ***



Project Financial Summary

Facilities Management & Planning

Project:	Ventura & 10th - South Campus Site and	Date:	11/10/2021
	Tenant Improvements for Buildings C and D	Contractor:	Ardent General Inc.
DSA #:	N/A	Architect:	SIM-PBK
Bid #:	21-34	Change Order:	003

Contract Summary:

Bid Award Amount(s)		
Base Bid 1:	Site Improvements	\$ 2,500,151.00
Base Bid 2:	Tenant Improvements	\$ 2,863,833.00
Additive Alternate 2A:	Replace Interior Light Fixtures with New Fixtures and Controls	\$ 171,675.00
Additive Alternate 2B:	Add Surveillance Cameras at Building A	\$ 9,450.00
Total Agreement Amount:		\$ 5,545,109.00

Contract Adjustments:

Total Contract Amount													\$	5,545,109.00					
Contract Adjustments:		District Requested		erning agency req'd change post-bid	<u>Unkno</u>	own, unforeseen, hid	dden	Designer E & O		District/Designer		District/Designer		District/Designer		<u>Total</u>			
Site Improvements													-						
CO #001	\$	-	\$	-	\$	(7,048.80)	\$	-	\$	-	\$	(7,048.80)							
CO #002	\$	-	\$	-	\$	21,376.04	\$	21,256.40	\$	-	\$	42,632.44							
CO #003	\$	-	\$	-	\$	35,033.02	\$	-	\$	(981,636.00)	\$	(946,602.98)							
Buildings C & D Improver	nents																		
CO #001	\$	-	\$	-	\$	58,721.75	\$	18,458.55	\$	-	\$	77,180.30							
CO #002	\$	-	\$	-	\$	426,288.59	\$	1,947.00	\$	-	\$	428,235.59							
CO #003	\$	128,859.18	\$	-	\$	313,229.66	\$	149,689.62	\$	75,648.04	\$	667,426.50							
CO #004	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	_						
Totals:	\$	128,859.18	2% \$	- 0%	5 \$	847,600.26	15% \$	191,351.57	3% \$	(905,987.96)	-16% \$	261,823.05	\$	261,823.05	4.7%				
Total Contract Amount wit	h Adjus	stments											\$	5,806,932.05	_				

Fresno Unified School District Board Agenda Item

Board Meeting Date: January 12, 2022

AGENDA ITEM A-13

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

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

TITLE AND SUBJECT: Ratify the Filing of Notices of Completion

ITEM DESCRIPTION: Included in the Board binders are Notices of Completion for the following projects, which have been completed according to plans and specifications:

Bid 20-36 Section A, Hoover High School Shade Structure and Site Improvements

For Information Only	
Original contract amount:	\$ 759,171
Change Order(s) previously ratified:	\$ 27,172
Contract amount:	\$ 786,343

Bid 20-36 Section B, Sunnyside High School Shade Structure and Site Improvements

For Information Only	
Original contract amount:	\$ 881,667
Change Order(s) previously ratified:	\$ 3,755
Contract amount:	\$ 885,422

Bid 21-04 McLane High School New CTE Digital Media Arts Lab and ROTC Classroom

For Information Only	
Original contract amount:	\$ 1,257,127
Change Order(s) previously ratified:	\$ 29,415
Contract amount:	\$ 1,286,542

Bid 21-05, Hoover High School CTE Digital Media Arts Classroom Improvements

For Information Only	
Original contract amount:	\$ 1,165,000
Change Order(s) previously ratified:	\$ 7,212
Contract amount:	\$ 1,172,212

Bid 21-47 Section A, Burroughs Elementary School Energy Management System Replacement

For Information Only	
Original contract amount:	\$ 430,579
Change Order(s) previously ratified:	\$ 10,209
Contract amount:	\$ 440,788

FINANCIAL SUMMARY: Retention funds are released in accordance with contract terms and California statutes.

PREPARED BY: Ann Loorz, Executive Director, Purchasing

CABINET APPROVAL: Karin Temple, Chief Operating Officer

KTemple

DIVISION: Operational Services PHONE NUMBER: (559) 457-3134

SUPERINTENDENT APPROVAL:

Pohl D. nelson

No Fee for recording in accordance with California Government Code Sections 6103 and 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Fresno Unified School District Purchasing Department 4498 N. Brawley Avenue Fresno, CA 93722

2021-0186379

FRESNO County Recorder Paul Dictos, CPA

Tuesday, Nov 09, 2021 02:49:08 PM

CONFORMED COPY

Copy of document recorded. Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

- 1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
- 2. The full name of the owner is FRESNO UNIFIED SCHOOL DISTRICT
- 3. The full address of the owner is 2309 Tulare Street, Fresno, California 93721
- The nature of the interest or estate of the owner is: <u>IN FEE</u>

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

- 5. A work of improvement on the property hereinafter described was accepted/completed on <u>December 14,</u> <u>2020</u>. The work done was <u>New Shade Structure, Section A</u> <u>Bid No. 20-36.</u> <u>This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights</u> <u>to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch</u> <u>list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the</u> <u>Contract Documents, which rights are expressly reserved by the undersigned owner.</u>
- 6.
 The Name of the contractor, if any, for such work of improvement was:

 Davis Moreno Construction, Inc.
 4720 N. Blythe, Fresno, CA 93722

 (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE")
 (DATE OF CONTRACT)
- 7. The property on which said work of improvement was completed is in the City of <u>Fresno</u>, County of <u>Fresno</u>, State of California, and is described and the address is as follows:

Hoover High School 5550 N. First St. Fresno, Ca 93710 DSA No.: 02-117855

Date: November 8, 2021

Ann Loorz, Executive Director of Purchasing Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 8, 2021 at Fresno,

Ann Loorz, Executive Director of Purchasing Fresno Unified School District

No Fee for recording in accordance with California Government Code Sections 6103 and 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Fresno Unified School District Purchasing Department 4498 N. Brawley Avenue Fresno, CA 93722

2021-0186377

FRESNO County Recorder Paul Dictos, CPA

Tuesday, Nov 09, 2021 02:47:18 PM

CONFORMED COPY

Copy of document recorded. Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

- 1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
- 2. The full name of the owner is FRESNO UNIFIED SCHOOL DISTRICT
- 3. The full address of the owner is 2309 Tulare Street, Fresno, California 93721
- 4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

- 5. A work of improvement on the property hereinafter described was accepted/completed on <u>April 2, 2021</u>. The work done was <u>New Shade Structure, Section B</u><u>Bid No. 20-36</u>. *This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.*
- 6.
 The Name of the contractor, if any, for such work of improvement was:

 Davis Moreno Construction, Inc.
 4720 N. Blythe, Fresno, CA 93722
 April 16, 2020

 (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE")
 (DATE OF CONTRACT)
- 7. The property on which said work of improvement was completed is in the City of <u>Fresno</u>, County of <u>Fresno</u>, State of California, and is described and the address is as follows:

 Sunnyside High School
 1019 S. Peach Ave. Fresno, Ca 93727
 DSA No.: 02-117856

Date: November 8, 2021

Ann Loorz, Executive Director of Purchasing Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the <u>Executive Director of Purchasing</u> the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 8, 2021 at Fresno,

Ann Lorz, Executive Director of Purchasing Fresno Unified School District

No Fee for recording in accordance with California Government Code Sections 6103 and 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Fresno Unified School District Purchasing Department 4498 N. Brawley Avenue Fresno, CA 93722

2021-0186388

FRESNO County Recorder Paul Dictos, CPA

Tuesday, Nov 09, 2021 02:57:01 PM

CONFORMED COPY

Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

- 1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
- 2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
- 3. The full address of the owner is 2309 Tulare Street, Fresno, California 93721
- 4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

- 5. A work of improvement on the property hereinafter described was accepted/completed on <u>April 2, 2021</u>. The work done was <u>CTE Classroom Improvements, Section A & B</u><u>Bid No. 21-04.</u> *This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.*
- 6.
 The Name of the contractor, if any, for such work of improvement was:

 Davis Moreno Construction Inc.
 4720 N. Blythe Ave. Fresno, CA 93722

 August 27, 2020

 (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE")

 (DATE OF CONTRACT)
- 7. The property on which said work of improvement was completed is in the City of <u>Fresno</u>, County of <u>Fresno</u>, State of California, and is described and the address is as follows:

McLane High School 2727 N. Cedar, Fresno, CA 93703 DSA No.: 02-118040

Date: November 8, 2021

Ann Lookz, Executive Director of Purchasing Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the <u>Executive Director of Purchasing</u> the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 8, 2021 at Fresno,

Ann Loor & Executive Director of Purchasing Fresno Unified School District

No Fee for recording in accordance with California Government Code Sections 6103 and 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Fresno Unified School District Purchasing Department 4498 N. Brawley Avenue Fresno, CA 93722

2021-0186383

FRESNO County Recorder Paul Dictos, CPA

Tuesday, Nov 09, 2021 02:50:49 PM

CONFORMED COPY

Copy of document recorded. Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

- 1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
- 2. The full name of the owner is FRESNO UNIFIED SCHOOL DISTRICT
- 3. The full address of the owner is 2309 Tulare Street, Fresno, California 93721
- 4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

- 5. A work of improvement on the property hereinafter described was accepted/completed on <u>May 3, 2021</u>. The work done was <u>Hoover HS Career Technical Education Classroom Improvements</u>, <u>Bid No. 21-05</u>. *This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner*.
- 6.
 The Name of the contractor, if any, for such work of improvement was:
 September 10, 2020

 Divcon, Inc.
 2882 Larkin Ave., Suite B, Clovis, CA 93612
 September 10, 2020

 (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE")
 (DATE OF CONTRACT)
- 7. The property on which said work of improvement was completed is in the City of <u>Fresno</u>, County of <u>Fresno</u>, State of California, and is described and the address is as follows:

Hoover High School	5550 N. First Sti, Fresno, CA 93710	DSA No.: 02-117526
Date: November 8, 2021	Ann Loofz, Executive Director of Purch Fresno Unified School District	nasing

VERIFICATION

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 8, 2021 at Fresno,

Ann Loorz, Executive Director of Purchasing Fresno Unified School District

No Fee for recording in accordance with California Government Code Sections 6103 and 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Fresno Unified School District Purchasing Department 4498 N. Brawley Avenue Fresno, CA 93722

2021-0182489

FRESNO County Recorder Paul Dictos, CPA Tuesday, Nov 02, 2021 12:48:23 PM

CONFORMED COPY

Copy of document recorded. Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

- 1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
- 2. The full name of the owner is FRESNO UNIFIED SCHOOL DISTRICT
- 3. The full address of the owner is 2309 Tulare Street, Fresno, California 93721
- 4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

- 5. A work of improvement on the property hereinafter described was accepted/completed on October 13, 2021. The work done was Burroughs Elementary School EMS Replacement, Section A Bid No. 21-47. This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.
- 6.
 The Name of the contractor, if any, for such work of improvement was:

 <u>Mesa Energy Systems, Inc.</u>
 2 Cromwell, Irvine, CA 92618

 (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE")
 (DATE OF CONTRACT)
- 7. The property on which said work of improvement was completed is in the City of <u>Fresno</u>, County of <u>Fresno</u>, State of California, and is described and the address is as follows:

Burroughs Elementary School 166 N. Sierra Vista, Fresno, CA 93702 DSA No.: n/a

Date: October 29, 2021

Ann Loorz, Executive Director of Purchasing

Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 29, 2021 at Fresno,

Ann Loorz, Executive Director of Purchasing Fresno Unified School District

Fresno Unified School District Board Agenda Item

Board Meeting Date: January 12, 2022

AGENDA ITEM A-14

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

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

TITLE AND SUBJECT: Ratify Purchase Orders from October 01, 2021 through October 31, 2021

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from October 01, 2021 through October 31, 2021. Purchase orders for \$10,000 or more are presented first, followed by purchase orders for less than \$10,000.

For the reported dates, no purchase orders are identified that may present a potential conflict of interest for an individual Board member. Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

FINANCIAL SUMMARY: Funding is noted on the attached pages.

PREPARED BY: Ann Loorz, Executive Director, Purchasing

CABINET APPROVAL: Karin Temple, Chief Operating Officer

DIVISION: Operational Services PHONE NUMBER: (559) 457-3134

SUPERINTENDENT APPROVAL:

Che A. Til

THE FOLLOWING PURCHASE ORDERS ARE FOR \$10,000 OR MORE

PURCHASE ORDERS DATED OCTOBER 01, 2021 TO OCTOBER 31, 2021 RATIFICATION DATE JANUARY 12, 2022

VENDOR/AUTHORITY AAA QUALITY SERVICES, INC., DBA POTTERS PORTA		PO NUMBER 746047	FUND 350	UNIT 0916	AMOUNT \$39,518.00
BELOW BID LIMIT (PCC 20111) ALL SIGNS	0790	746768	060	7425	¢22 125 00
	0790	/40/00	060	7420	\$22,125.00
BELOW BID LIMIT (PCC 20111)	0790	746760	020	0180	¢5 040 28
ALL SIGNS ALL SIGNS	0790	746769 746769	030 060	7425	\$5,949.38 \$71,250.00
BELOW BID LIMIT (PCC 20111)	0790	740709	000	7420	\$71,250.00
A-MARK T-SHIRT, INC.	0710	745778	060	9073	\$11,280.00
BELOW BID LIMIT (PCC 20111)	0710	743776	000	9073	φ11,200.00
A-MARK T-SHIRT, INC.	0790	746562	060	7425	\$83,965.25
BELOW BID LIMIT (PCC 20111)	0790	740302	000	7423	403,903.23
A-MARK T-SHIRT, INC.	0790	746671	060	7425	\$78,188.07
BELOW BID LIMIT (PCC 20111)	0790	740071	000	7423	<i>φι</i> 0, 100.0 <i>1</i>
ANIXTER, INC.	0919	746639	060	8150	\$61,176.58
BELOW BID LIMIT (PCC 20111)	0313	740005	000	0100	ψ01,170.00
AQUA SOURCE, INC.	1891	745796	030	0716	\$78,636.10
BELOW BID LIMIT (PCC 20111)	1001	140100	000	0/10	<i>\$10,000.10</i>
ARDENT GENERAL, INC.	1480	703962A	350	0917	\$10,145.40
BID 21-45	1100	100002/1	000	0017	φ10,110.10
ASPIRE SPEECH AND LEARNING CENTER	1787	746412	060	7425	\$133,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					÷ · · · · · · · · · · · · · · ·
ASSESSMENT TECHNOLOGIES, INC.	0670	740292	110	3555	\$20,000.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					+,
A-Z BUS SALES, INC.	0925	746747	060	9057	\$196,740.51
BOE 06/02/21 A-13 (PIGGYBACK)					. ,
B & H PHOTO-VIDEO, INC.	0860	746721	030	0694	\$16,445.05
BOE 06/02/21 A-13 (PIGGYBACK)					
BEYNON SPORTS SURFACES, INC.	1421	703992A	140	6205	\$20,667.17
BID 21-51					
BLAIR, CHURCH & FLYNN	1145	745584	350	0912	\$10,400.00
RFQ 20-14 SECTION 1					
BLAIR, CHURCH & FLYNN	1395	746068	350	0916	\$12,300.00
RFQ 20-14 SECTION 1					
BMY CONSTRUCTION GROUP, INC.	1145	696634	350	0913	\$62,584.60
BID 21-11					
BRIVIANT, INC.	0127	745716	030	7090	\$14,620.00
BELOW BID LIMIT (PCC 20111)					
BVI CONSTRUCTION, INC.	1235	698499	350	0916	\$71,569.58
BID 21-25					

BVI CONSTRUCTION, INC.	1250	701683	350	0916	\$11,470.99
BID 21-35					
CA FIRE FIGHTER JT APPSHP. PROG.	0710	741583	030	6350	\$50,476.04
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CA TEACHING FELLOWS FOUNDATION	0340	746296	030	7090	\$12,775.80
CA TEACHING FELLOWS FOUNDATION	0340	746296	060	3010	\$19,706.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
CAPSTONE	1748	746241	060	6300	\$82,368.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)	-	-			· · · · · · · · ·
ССАА	0725	743795	030	0172	\$28,000.00
BOE 8/11/21 (BUNDLED CONTRACTS)	0720	1 107 00	000	0172	φ20,000.00
CDW GOVERNMENT, INC.	0765	746757	060	7425	¢01 057 11
	0765	/40/3/	060	7423	\$21,857.11
BOE 06/02/21 A-13 (PIGGYBACK)					*
CDW GOVERNMENT, INC.	0885	746477	060	3210	\$1,360,705.55
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0885	746793	060	3210	\$14,434.55
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	0925	699479	030	7230	\$15,123.31
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	1005	746355	350	0913	\$12,142.78
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	1155	746725	350	0913	\$15,973.70
BOE 06/02/21 A-13 (PIGGYBACK)					
CDW GOVERNMENT, INC.	1891	746607	030	0716	\$479,972.60
BOE 06/02/21 A-13 (PIGGYBACK)				01.0	¢e,e. <u>_</u> ee
CDW GOVERNMENT, INC.	1891	746608	030	0716	\$1,791,930.00
BOE 06/02/21 A-13 (PIGGYBACK)	1091	740000	030	0710	\$1,791,930.00
· · · · · · · · · · · · · · · · · · ·	4004	745000	000	074.0	#05 007 00
CENTRAL SANITARY SUPPLY CO., INC.	1891	745896	030	0716	\$25,287.38
BOE 06/02/21 A-13 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1891	746487	030	0716	\$41,442.79
BOE 06/02/21 A-13 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1891	746760	030	0716	\$68,855.40
BOE 06/2/21 A-13 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1891	746800	030	0716	\$15,114.83
BOE 06/02/2021 A-13 (PIGGYBACK)					
CINTAS CORP.	1920	746356	030	0734	\$200,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
CITY OF FRESNO/FAX	1891	745685	030	0716	\$36,000.00
STUDENT TRANSPORTATION (EC 39802)					
CITY OF FRESNO/PUBLIC WORKS FAC. MGMT.	1145	746691	350	0913	\$25,350.00
PUBLIC UTILITIES (PCC 10103)	-				· · · · · · · · · ·
CITY OF FRESNO/PUBLIC WORKS FAC. MGMT.	1561	745757	350	0913	\$56,843.00
PUBLIC UTILITIES (PCC 10103)	1001	1 10/0/	000	0010	<i>400,010.00</i>
	1561	746052	250	0012	¢16 041 00
CITY OF FRESNO/PUBLIC WORKS FAC. MGMT.	1561	746053	350	0913	\$16,041.00
PUBLIC UTILITIES (PCC 10103)	0005	745005	000	0010	¢40,400,00
CITY OF FRESNO/TED C. WILLS	0095	745995	060	6010	\$13,428.98
BOE 08/11/21 A-6 (BUNDLED CONTRACTS)					
	n				

CITY OF FRESNO/TED C. WILLS	0295	745989	060	6010	\$13,398.00
BOE 08/11/21 A-6 (BUNDLED CONTRACTS) COLLEGE BOARD, THE BOE 09/08/21 A-9	0852	745880	030	0315	\$102,101.00
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT BELOW BID LIMIT (PCC 20111)	0788	746142	060	6500	\$19,307.99
CORE BUSINESS INTERIORS, INC.	0852	746429	030	0500	\$20,002.93
CORE BUSINESS INTERIORS, INC.	0852	746429	030	0679	\$40,374.12
BOE 06/02/21 A-13 (PIGGYBACK)					
DARDEN ARCHITECTS, INC.	1005	550268	350	0913	\$265,754.00
RFQ 17-04					
DARDEN ARCHITECTS, INC.	1005	691384	350	0917	\$26,409.00
	4400	740440	250	0040	¢000 050 00
DARDEN ARCHITECTS, INC. RFQ 20-13	1120	746443	350	0913	\$268,958.00
DARDEN ARCHITECTS, INC.	1145	746447	350	0912	\$692,850.00
RFQ 20-13	1145	740447	550	0912	\$092,850.00
DARDEN ARCHITECTS, INC.	1235	503718	350	0917	\$67,280.00
RFQ 17-04					<i>\\</i>
DAVIS MORENO CONSTRUCTION, INC.	1185	607376	350	0912	\$88,090.90
BID 20-19					
DAXWELL	1910	746756	130	5310	\$62,604.63
BELOW BID LIMIT (PCC 20111)					
DEVELOPMENT GROUP, INC.	1578	745819	350	0912	\$19,784.71
BOE 06/ 02/21 A-13 (PIGGYBACK)					
EDUCATION & LEADERSHIP FOUNDATION, INC.	0070	745843	030	7090	\$74,281.08
EDUCATION & LEADERSHIP FOUNDATION, INC.	0070	745843	060	3010	\$60,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
EDUCATION ELEMENTS, INC.	0601	745844	060	3010	\$130,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
EKC ENTERPRISES, INC.	0919	746528	060	8150	\$16,339.53
BID 21-23				0450	
EKC ENTERPRISES, INC.	0919	746549	060	8150	\$27,203.90
BID 21-52 EXPO, INC.	0852	746299	060	3010	\$17,995.00
BOE 10/13/21 A-6	0052	740299	000	3010	\$17,995.00
FORENSIC ANALYTICAL CONSULTING SERVICES,	0924	745482	060	8150	\$31,500.00
INC.	0021	1 10 102	000	0100	φοτ,000.00
RFQ 20-14 SECTION 10					
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1005	745993	350	0913	\$12,400.00
RFQ 20-14 SECTION 10					•
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0700	746786	060	7422	\$57,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)	1005	745500	250	0047	¢110.007.00
FRESNO NEON SIGN COMPANY, INC.	1235	745539	350	0917	\$110,897.00
BOE 01/08/14 A-10 (CUPCCAA) FRESNO PACIFIC UNIVERSITY	0701	746811	060	3210	\$256,500.00

PROFESSIONAL SERVICES (GC 53060)					
FRESNO POLICE DEPARTMENT	0664	745837	030	0672	\$1,530,495.00
BOE 06/16/21 A-10					
FRESNO POLICE DEPARTMENT	0664	745840	030	0672	\$200,000.00
BOE 06/16/21 A-10					
GC BUILDERS	1250	746417	350	0916	\$11,785.00
BOE 01/08/14 A-10 (CUPCCAA)					
GEIL ENTERPRISES, INC.	1145	703384A	350	0913	\$27,029.20
RFP 20-31					
GIBBS INTERNATIONAL TRUCKS	1910	746332	130	5320	\$153,353.92
BOE 06/02/21 A-13 (PIGGYBACK)					
GND CONSULTING ENGINEER	1905	746178	400	0915	\$78,000.00
RFQ 20-14 SECTION 14					
GOLD STAR FOODS, INC.	0005	742864A	130	5370	\$53,419.63
BID 20-05					
GOLD STAR FOODS, INC.	0015	742835A	130	5370	\$31,127.32
BID 20-05					
GOLD STAR FOODS, INC.	0020	742875A	130	5370	\$44,058.03
BID 20-05					
GOLD STAR FOODS, INC.	0025	742876A	130	5370	\$38,909.15
BID 20-05					
GOLD STAR FOODS, INC.	0035	742877A	130	5370	\$40,196.37
BID 20-05					
GOLD STAR FOODS, INC.	0040	742878A	130	5370	\$30,074.14
BID 20-05					
GOLD STAR FOODS, INC.	0045	742879A	130	5370	\$51,664.33
BID 20-05					
GOLD STAR FOODS, INC.	0070	742880A	130	5370	\$48,797.34
BID 20-05					
GOLD STAR FOODS, INC.	0075	742881A	130	5370	\$44,467.60
BID 20-05					
GOLD STAR FOODS, INC.	0090	742882A	130	5370	\$48,153.73
BID 20-05					
GOLD STAR FOODS, INC.	0095	742884A	130	5370	\$35,574.08
BID 20-05					
GOLD STAR FOODS, INC.	0120	742886A	130	5370	\$36,276.20
BID 20-05					
GOLD STAR FOODS, INC.	0135	742888A	130	5370	\$42,595.28
BID 20-05					
GOLD STAR FOODS, INC.	0150	742890A	130	5370	\$42,829.32
BID 20-05					
GOLD STAR FOODS, INC.	0155	742891A	130	5370	\$53,068.57
BID 20-05					
GOLD STAR FOODS, INC.	0175	742892A	130	5370	\$32,824.11
BID 20-05					
GOLD STAR FOODS, INC.	0208	742894A	130	5370	\$52,190.92
BID 20-05					

GOLD STAR FOODS, INC.	0210	742895A	130	5370	\$38,967.66
BID 20-05					
GOLD STAR FOODS, INC.	0215	742854A	130	5370	\$40,254.88
BID 20-05					
GOLD STAR FOODS, INC.	0220	742896A	130	5370	\$29,664.57
BID 20-05					
GOLD STAR FOODS, INC.	0225	742897A	130	5370	\$38,324.05
BID 20-05					
GOLD STAR FOODS, INC.	0250	742903A	130	5370	\$25,042.28
BID 20-05					
GOLD STAR FOODS, INC.	0255	742802A	130	5370	\$29,547.55
BID 20-05	0200				<i>4</i> 20 ,000
GOLD STAR FOODS, INC.	0260	742904A	130	5370	\$39,260.21
	0200	7423047	130	3370	φ39,200.21
	0070	7400074	400	5070	#04 545 00
GOLD STAR FOODS, INC.	0270	742937A	130	5370	\$24,515.69
BID 20-05					•
GOLD STAR FOODS, INC.	0285	742905A	130	5370	\$35,925.14
BID 20-05					
GOLD STAR FOODS, INC.	0290	742907A	130	5370	\$38,733.62
BID 20-05					
GOLD STAR FOODS, INC.	0295	742908A	130	5370	\$37,738.95
BID 20-05					
GOLD STAR FOODS, INC.	0305	742913A	130	5370	\$52,190.92
20-05					
GOLD STAR FOODS, INC.	0310	742914A	130	5370	\$36,451.73
BID 20-05					
GOLD STAR FOODS, INC.	0315	742912A	130	5370	\$27,031.62
BID 20-05					
GOLD STAR FOODS, INC.	0325	742859A	130	5370	\$44,350.58
BID 20-05					÷ · · ;
GOLD STAR FOODS, INC.	0330	742857A	130	5370	\$30,191.16
BID 20-05	0000	1420017	100	0070	φου, το τ. το
	0340	742850A	130	5370	¢22.000.64
GOLD STAR FOODS, INC.	0340	742030A	130	5570	\$32,999.64
	0055	7400404	100	5070	¢ 47 004 FO
GOLD STAR FOODS, INC.	0355	742849A	130	5370	\$47,334.59
BID 20-05					•
GOLD STAR FOODS, INC.	0365	742943A	130	5370	\$33,467.72
BID 20-05					
GOLD STAR FOODS, INC.	0370	742844A	130	5370	\$48,387.77
BID 20-05					
GOLD STAR FOODS, INC.	0380	742843A	130	5370	\$29,430.53
BID 20-05					
GOLD STAR FOODS, INC.	0385	742842A	130	5370	\$43,823.99
BID 20-05					
GOLD STAR FOODS, INC.	0410	742840A	130	5370	\$42,653.79
BID 20-05					
GOLD STAR FOODS, INC.	0420	742838A	130	5370	\$41,951.67
·	_				. , -

BID 20-05					
GOLD STAR FOODS, INC.	0430	742917A	130	5370	\$61,669.54
BID 20-05	0430	1423117	150	5570	\$01,009.04
GOLD STAR FOODS, INC.	0435	742837A	130	5370	\$24,983.77
BID 20-05	0400	1420017	100	0070	φ24,000.77
GOLD STAR FOODS, INC.	0450	742834A	130	5370	\$52,483.47
BID 20-05	0100	1 1200 11	100	0070	φ02, 100. H
GOLD STAR FOODS, INC.	0460	742832A	130	5370	\$40,898.49
BID 20-05	0.00	1 12002/1	100	0010	\$10,000.10
GOLD STAR FOODS, INC.	0465	742830A	130	5370	\$45,520.78
BID 20-05					÷ -,
GOLD STAR FOODS, INC.	0470	742816A	130	5370	\$35,925.14
BID 20-05					. ,
GOLD STAR FOODS, INC.	0475	742944A	130	5370	\$37,270.87
BID 20-05					
GOLD STAR FOODS, INC.	0480	742804A	130	5370	\$23,989.10
BID 20-05					
GOLD STAR FOODS, INC.	0485	742815A	130	5370	\$44,350.58
BID 20-05					
GOLD STAR FOODS, INC.	0490	742812A	130	5370	\$46,808.00
BID 20-05					
GOLD STAR FOODS, INC.	0495	742809A	130	5370	\$35,223.02
BID 20-05					
GOLD STAR FOODS, INC.	0500	742807A	130	5370	\$28,260.33
BID 20-05					
GOLD STAR FOODS, INC.	0510	742893A	130	5370	\$36,451.73
BID 20-05					
GOLD STAR FOODS, INC.	0530	742861A	130	5370	\$46,105.88
BID 20-05					
GOLD STAR FOODS, INC.	0535	742853A	130	5370	\$46,925.02
BID 20-05					
GOLD STAR FOODS, INC.	0550	742920A	130	5370	\$42,946.34
BID 20-05					•
GOLD STAR FOODS, INC.	0565	742923A	130	5370	\$49,265.42
BID 20-05	0507	7400044	400	5070	4 55 505 00
GOLD STAR FOODS, INC.	0567	742831A	130	5370	\$55,525.99
	1010	745740	400	5040	\$40,000,00
	1910	745710	130	5310	\$13,660.80
BOE 06/02/21 A-13 (PIGGYBACK) GOLD STAR FOODS, INC.	1910	746000	120	5310	¢22.007.60
BID 20-58	1910	746208	130	5510	\$33,997.60
GOLD STAR FOODS, INC.	1910	746210	130	5310	\$33,997.60
BID 20-58	1310	140210	100	5510	<i>400,001.00</i>
GOLD STAR FOODS, INC.	1910	746813	130	5310	\$10,346.00
BID 20-58	1010	1 10010	100	0010	ψ·0,0-0.00
GRAINGER, INC.	0895	746815	030	0716	\$11,588.27
BOE 06/02/21 A-13 (PIGGYBACK)	5000		500		÷:,;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;
	C				
	6				

GRAINGER, INC.	1910	745914A	130	5310	\$30,723.73
BOE 06/02/2021 A-13 (PIGGYBACK)					
GRAINGER, INC.	1910	745915A	130	5310	\$30,723.73
BOE 06/02/2021 A-13 (PIGGYBACK)					
HERFF JONES, INC.	0145	746550	030	7090	\$12,574.20
BELOW BID LIMIT (PCC 20111)					
	4505	005004	050	0017	\$20,000,00
INTEGRATED DESIGNS BY SOMAM, INC.	1565	695924	350	0917	\$32,800.00
RFQ 20-13 INTEGRATED FOOD SERVICE	1910	746184	130	5310	\$23,922.00
BID 21-06	1910	740104	130	5510	φ23,922.00
INTEGRATED FOOD SERVICE	1910	746188	130	5310	\$31,268.16
BID 21-06	1310	740100	100	5510	ψ01,200.10
INTEGRATED FOOD SERVICE	1910	746191	130	5310	\$31,268.16
BID 21-06	1010		100	0010	<i>\\\\</i> 200.10
INTEGRATED FOOD SERVICE	1910	746212	130	5310	\$31,887.20
BID 21-06	1010	1 10212	100	0010	<i>\\\</i>
INTEGRATED FOOD SERVICE	1910	746213	130	5310	\$31,887.20
BID 21-06					+ - ,
J & E RESTAURANT SUPPLY, INC.	1910	746259	130	5310	\$13,977.15
BELOW BID LIMIT (PCC 20111)					
J.M. SMUCKER, LLC	1910	746185	130	5310	\$24,322.50
BID 21-06					
J.M. SMUCKER, LLC	1910	746186	130	5310	\$24,322.50
BID 21-06					
J.T.M. FOOD GROUP	1910	745999	130	5310	\$12,015.36
BID 21-06					
J.T.M. FOOD GROUP	1910	746001	130	5310	\$12,047.04
BID 21-06					
JAMES D. DOLL	1561	746787	350	0913	\$210,000.00
RFQ 20-14 SECTION 8					
JENNIE-O TURKEY STORE	1910	746194	130	5310	\$14,526.00
BID 21-06					
JENNIE-O TURKEY STORE	1910	746196	130	5310	\$19,656.00
BID 21-06					
JESSICA WERNER, DBA NORTH SHORE CONSULTING	0428	NR000043000	060	4035	\$15,700.00
BELOW BID LIMIT (PCC 20111)					
JOHNSON CONTROLS, INC.	1455	745585	350	0917	\$95,931.00
BELOW BID LIMIT (PCC 20111)					
KHEPERA CURRICULUM GROUP, LLC	0755	746740	060	7425	\$50,000.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
LAKESHORE LEARNING MATERIALS	0765	746729	060	7425	\$54,021.78
BOE 06/02/21 A-13 (PIGGYBACK)					
LAKESHORE LEARNING MATERIALS	1155	745820	350	0913	\$12,181.14
BOE 06/02/21 A-13 (PIGGYBACK)			• -	.	• • • • •
LAKESHORE LEARNING MATERIALS	1435	746357	030	0172	\$4,395.29

LAKESHORE LEARNING MATERIALS	1435	746357	030	0624	\$6,214.01
LAKESHORE LEARNING MATERIALS	1435	746357	060	3010	\$4,546.85
BOE 06/02/21 A-13 (PIGGYBACK)					
LAZ KARP ASSOCIATES, LLC	0890	741843A	030	0708	\$240,225.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
LIBRARY STORE, THE	1195	746533	030	0624	\$2,799.51
LIBRARY STORE, THE	1195	746533	030	7099	\$5,849.52
LIBRARY STORE, THE	1195	746533	060	3010	\$6,000.43
BELOW BID LIMIT (PCC 20111)					
LOWE'S	0725	746726	030	0173	\$18,355.95
BOE 06/02/21 A-13 (PIGGYBACK)					
LOWE'S	0725	746734	030	0173	\$90,272.44
BOE 06/02/21 A-13 (PIGGYBACK)					
MALIOBORO	0919	746433	060	8150	\$11,306.32
BELOW BID LIMIT (PCC 20111)					
MESA ENERGY SYSTEMS, INC., DBA EMCOR SERVICES MESA	1070	703901A	140	6205	\$10,209.00
BID 21-47A					
METEOR EDUCATION, LLC	0355	746171	030	0113	\$24,979.79
BELOW BID LIMIT (PCC 20111)					
METEOR EDUCATION, LLC	0895	745865	060	3210	\$500,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
METEOR EDUCATION, LLC	1185	746589	030	0155	\$59,639.89
BOE 06/02/21 A-13 (PIGGYBACK)					
METEOR EDUCATION, LLC	1895	746610	030	0717	\$26,010.70
BOE 06/02/21 A-13 (PIGGYBACK)					
METEOR EDUCATION, LLC	1895	746615	030	0717	\$11,914.71
BOE 06/02/21 A-13 (PIGGYBACK)					
MICHAEL COLE ELECTRIC	0710	746782	030	0152	\$16,400.00
BOE 01/08/14 A-10 (CUPCCAA)					
MICHAEL NIEHOFF, LLC	1619	745634	060	3010	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
NEARPOD, INC.	0700	746797	060	7422	\$41,667.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
ODELL PLANNING & RESEARCH, INC.	0905	746410	030	0738	\$13,800.00
RFQ 20-14 SECTION 6					
OFFICE DEPOT	0150	OD000043890	030	0113	\$10,000.00
BOE 06/17/20 A-14 (PIGGYBACK)					
OFFICE DEPOT	0705	OD000043108	110	6391	\$10,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
OFFICE DEPOT	1891	OD000043792	030	0716	\$28,117.63
BOE 06/02/21 A-13 (PIGGYBACK)					
OFFICE DEPOT	1891	OD000043857	030	0716	\$84,233.46
BOE 06/02/21 A-13 (PIGGYBACK)					
OFFICE DEPOT	1891	OD000043858	030	0716	\$84,233.46
BOE 06/02/21 A-13 (PIGGYBACK)					
OFFICE DEPOT	1891	OD000043912	030	0716	\$21,118.27

BOE 06/02/21 A-13 (PIGGYBACK)					
OFFICE DEPOT	1891	OD000043939	030	0716	\$19,254.02
BOE 06/02/21 A-13 (PIGGYBACK)					••••
OFFICE DEPOT	1891	OD000043940	030	0716	\$84,936.98
BOE 06/02/21 A-13 (PIGGYBACK)					
OFFICE DEPOT	1891	OD000043941	030	0716	\$33,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
ON-SITE COUNSELING PROGRAM AT FPU	0326	746230	060	6512	\$2,100,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
PACIFIC GAS & ELECTRIC CFM/PPC	1110	746323	350	0917	\$53,353.71
PUBLIC UTILITIES (PCC 10103)					
PACIFIC GAS & ELECTRIC CFM/PPC	1561	746689	350	0913	\$20,552.88
PUBLIC UTILITIES (PCC 10103)					
PEPWEAR, LLC	0727	746389	060	3210	\$13,617.44
BELOW BID LIMIT (PCC 20111)					
PILGRIM ARMENIAN CONGREGATION	0810	745650	030	0649	\$14,750.00
BELOW BID LIMIT (PCC 20111)					
PLASTIC CONNECTIONS, INC.	1910	746183	130	5310	\$16,833.95
BID 21-03					
POWERSCHOOL GROUP, LLC	0887	746038	030	0140	\$21,072.20
BELOW BID LIMIT (PCC 20111)					
PRESENCE LEARINING, INC.	0782	743993	060	6500	\$1,648,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
PRO-SCREEN, INC. SIGNS & GRAPHICS	0335	745583	030	7090	\$20,888.83
BELOW BID LIMIT (PCC 20111)					
R & H WHOLESALE SUPPLY, INC.	0919	746642	060	8150	\$22,218.90
BELOW BID LIMIT (PCC 20111)					
R/G AWARD SYSTEMS	0725	746107	030	0172	\$24,000.00
BELOW BID LIMIT (PCC 20111)					
RED GOLD, LLC	1910	745507	130	5310	\$34,157.76
BID 21-06					
RED GOLD, LLC	1910	745508	130	5310	\$21,162.96
BID 21-06					
REVERE PACKAGING	1910	745910	130	5310	\$31,737.88
BID 20-17					
REVERE PACKAGING	1910	745911	130	5310	\$31,737.88
BID 20-17					
REVERE PACKAGING	1910	745912	130	5310	\$31,737.88
BID 20-17					
REVERE PACKAGING	1910	746267	130	5310	\$43,225.15
BID 20-17					
REVERE PACKAGING	1910	746268	130	5310	\$26,502.41
BID 20-17					
REVERE PACKAGING	1910	746269	130	5310	\$14,510.23
BID 20-17					
REVERE PACKAGING	1910	746270	130	5310	\$14,510.23
BID 20-17					

REVERE PACKAGING	1910	746271	130	5310	\$126,682.82
BID 20-17					
REVERE PACKAGING	1910	746272	130	5310	\$15,452.88
BID 20-17					
ROCKWELL PRINTING, INC.	1748	746438	060	6300	\$11,961.91
BOE 06/17/15 B-24					
RO'S PRECISE PAINTING, INC.	1100	746265	140	6205	\$32,950.00
BOE 01/08/14 A-10 (CUPCCAA)					
S & S WORLDWIDE	0790	746724	060	7425	\$86,052.44
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
S & S WORLDWIDE	0790	746735	060	7425	\$16,722.74
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SAROJANI MOHAMMED	0601	745850	060	3010	\$15,000.00
BOE 08/11/21 A-6					
SCHOLASTIC, INC.	0070	745665	060	3210	\$20,002.27
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0090	746568	030	7090	\$2,524.59
SCHOLASTIC, INC.	0090	746568	030	7091	\$10,098.37
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	745535	060	3210	\$15,419.47
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	745542	060	3210	\$12,052.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	745546	060	3210	\$14,330.74
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	745550	060	3210	\$12,659.66
INSTRUCTIONAL MATERIALS (PCC 20118.3)					• ,
SCHOLASTIC, INC.	0700	745552	060	3210	\$12,963.50
INSTRUCTIONAL MATERIALS (PCC 20118.3)					<i>•••••••••••••••••••••••••••••••••••••</i>
SCHOLASTIC, INC.	0700	745553	060	3210	\$15,951.18
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0100	1 10000	000	0210	\$10,001.10
SCHOLASTIC, INC.	0700	745555	060	3210	\$19,065.45
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0100	140000	000	0210	φ10,000.40
SCHOLASTIC, INC.	0700	745557	060	3210	\$12,786.26
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	745557	000	5210	φ12,700.20
SCHOLASTIC, INC.	0700	745558	060	3210	\$17,850.12
	0700	740000	060	3210	φ17,000.1Z
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	745500	000	224.0	¢40,700,00
SCHOLASTIC, INC.	0700	745560	060	3210	\$13,799.03
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	745500	000	0040	#44 507 07
SCHOLASTIC, INC.	0700	745562	060	3210	\$14,507.97
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	745500	000	0040	#00 000 70
SCHOLASTIC, INC.	0700	745563	060	3210	\$26,306.78
INSTRUCTIONAL MATERIALS (PCC 20118.3)					^
SCHOLASTIC, INC.	0700	745564	060	3210	\$22,660.79
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	745572	060	3210	\$19,875.67
INSTRUCTIONAL MATERIALS (PCC 20118.3)					

	0700	745570		0040	# 40.005.40
SCHOLASTIC, INC.	0700	745573	060	3210	\$16,685.43
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	745574	000	0040	¢40,400,40
SCHOLASTIC, INC.	0700	745574	060	3210	\$16,103.10
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	745575	000	0040	¢40.040.07
SCHOLASTIC, INC.	0700	745575	060	3210	\$19,343.97
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	745040	000	2010	
SCHOLASTIC, INC.	0700	745618	060	3210	\$15,520.75
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	745619	060	2210	¢17 1 / 1 10
SCHOLASTIC, INC. INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	745019	060	3210	\$17,141.18
SCHOLASTIC, INC.	0700	745621	060	3210	¢10 201 02
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	743021	060	3210	\$18,381.83
	0700	745605	060	2210	¢11.001.55
SCHOLASTIC, INC.	0700	745625	060	3210	\$11,064.55
INSTRUCTIONAL MATERIALS (PCC 20118.3) SCHOLASTIC, INC.	0700	745607	060	3210	\$13,469.88
	0700	745627	060	3210	φ13,409.00
INSTRUCTIONAL MATERIALS (PCC 20118.3) SCHOLASTIC, INC.	0700	745628	060	3210	\$17,926.08
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	743020	060	3210	Φ17,920.00
SCHOLASTIC, INC.	0700	745630	060	3210	¢17 115 96
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	745050	060	3210	\$17,115.86
SCHOLASTIC, INC.	0700	745636	060	3210	\$14,305.42
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	745050	060	3210	φ14,305.42
SCHOLASTIC, INC.	0700	745638	060	3210	¢10 200 55
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	745050	000	5210	\$18,280.55
SCHOLASTIC, INC.	0700	745639	060	3210	\$20,382.06
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	740000	000	5210	ψ20,002.00
SCHOLASTIC, INC.	0700	745640	060	3210	\$15,596.70
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0100	1-00-0	000	0210	ψ10,000.70
SCHOLASTIC, INC.	0700	745642	060	3210	\$20,660.57
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0100	110012	000	0210	φ <u>2</u> 0,000.07
SCHOLASTIC, INC.	0700	745644	060	3210	\$24,028.04
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0100			02.0	<i>\\</i>
SCHOLASTIC, INC.	0700	745648	060	3210	\$17,596.93
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0100	1 100 10	000	0210	фн,000.00
SCHOLASTIC, INC.	0700	745649	060	3210	\$13,571.16
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0100			02.0	<i><i><i>ϕ</i>,<i>ϕϕ</i></i></i>
SCHOLASTIC, INC.	0700	745666	060	3210	\$12,229.23
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0100			02.0	¢:_,00
SCHOLASTIC, INC.	0700	745669	060	3210	\$17,394.38
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0100			02.0	¢,coco
SCHOLASTIC, INC.	0700	745670	060	3210	\$16,609.47
INSTRUCTIONAL MATERIALS (PCC 20118.3)					••••••
SCHOLASTIC, INC.	0700	745671	060	3210	\$12,634.34
INSTRUCTIONAL MATERIALS (PCC 20118.3)		-		-	. ,
SCHOLASTIC, INC.	0700	745672	060	3210	\$12,431.79
INSTRUCTIONAL MATERIALS (PCC 20118.3)				-	
SCHOLASTIC, INC.	0700	745673	060	3210	\$16,356.28
		-		-	

INSTRUCTIONAL MATERIALS (PCC 20118.3) SCHOLASTIC, INC.	0700	745674	060	3210	\$17,217.14
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	743074	000	5210	ψ17,217.14
	0700	745675	060	3210	\$11,950.72
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	140070	000	0210	ψ11,000.7 <i>2</i>
	0700	745677	060	3210	\$14,356.06
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0100	1 10077	000	0210	φ11,000.00
	0700	745678	060	3210	\$16,837.35
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0100	1 10010	000	0210	φ10,001.00
	0700	745679	060	3210	\$15,697.98
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0.00			02.0	<i>¢.0,001.00</i>
	0700	745680	060	3210	\$10,710.07
INSTRUCTIONAL MATERIALS (PCC 20118.3)					÷,
	0700	745681	060	3210	\$16,027.13
INSTRUCTIONAL MATERIALS (PCC 20118.3)					+ - ,
	0700	745682	060	3210	\$12,760.93
INSTRUCTIONAL MATERIALS (PCC 20118.3)					· ,
	0700	745683	060	3210	\$15,571.38
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
	0700	745684	060	3210	\$12,052.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
	0700	745702	060	3210	\$25,623.16
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	745703	060	3210	\$24,863.58
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	745704	060	3210	\$21,875.90
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	745705	060	3210	\$27,041.04
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	745708	060	3210	\$31,801.07
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	745711	060	3210	\$19,926.31
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	745714	060	3210	\$34,105.13
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	745717	060	3210	\$25,192.73
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
	0700	745728	060	3210	\$19,571.84
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
	0700	745729	060	3210	\$19,976.95
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
	0700	745732	060	3210	\$19,900.99
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
	0700	745734	060	3210	\$21,470.79
INSTRUCTIONAL MATERIALS (PCC 20118.3)					• · · · ·
	0700	745735	060	3210	\$12,330.51
INSTRUCTIONAL MATERIALS (PCC 20118.3)					

					* ~~ ~ ~ ~
SCHOLASTIC, INC.	0700	745738	060	3210	\$20,533.97
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	745740	000	0040	\$45,000,00
SCHOLASTIC, INC.	0700	745740	060	3210	\$15,368.83
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	745745	000	2240	¢44 005 40
SCHOLASTIC, INC.	0700	745745	060	3210	\$14,305.42
INSTRUCTIONAL MATERIALS (PCC 20118.3) SCHOLASTIC, INC.	0700	745746	060	3210	¢00 594 64
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	743740	000	3210	\$20,584.61
SCHOLASTIC, INC.	0700	745755	060	3210	\$17,520.97
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	743733	000	5210	φ17,520.97
SCHOLASTIC, INC.	0700	745793	060	3210	\$22,129.09
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0700	140100	000	0210	φ22,125.05
SCHOLASTIC, INC.	0700	745852	060	3210	\$14,887.76
INSTRUCTIONAL MATERIALS (PCC 20118.3)	0.00			02.0	¢,coc
SCHOLASTIC, INC.	0700	745854	060	3210	\$106,594.36
INSTRUCTIONAL MATERIALS (PCC 20118.3)					÷,
SCHOLASTIC, INC.	0700	746450	060	3210	\$21,749.30
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	746455	060	3210	\$16,533.52
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	746457	060	3210	\$20,103.54
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0700	746460	060	3210	\$19,850.35
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOLASTIC, INC.	0790	746779	060	7425	\$54,101.32
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
SCHOOL SPECIALTY, LLC	1891	746494	030	0716	\$10,646.47
BOE 06/02/21 A-13 (PIGGYBACK)					
SCHOOL SPECIALTY, LLC	1891	746668	030	0716	\$43,061.58
BOE 06/02/21 A-13 (PIGGYBACK)					
SCHWAN'S FOOD SERVICE	1910	746005	130	5310	\$29,606.40
BID 21-06					
STATE ARCHITECT, DIVISION OF	1235	745760	350	0916	\$18,677.91
PUBLIC AUTHORITY (PCC 10103)			0.50		\$ \$4,545,55
	1421	746347	350	0912	\$61,340.00
	4505	740000	4.40	0005	\$00.044.00
	1505	746022	140	6205	\$23,211.00
PUBLIC AUTHORITY (PCC 10103) STRATEGIC MECHANICAL, INC.	1235	701264	140	6205	¢10 202 40
BID 21-37	1235	701364	140	6205	\$12,303.40
SURTEC SYSTEM, THE	1891	746749	030	0716	\$35,330.23
BELOW BID LIMIT (PCC 20111)	1031	1-01-13	000	0710	ψ 3 3,330.23
SYSCO OF CENTRAL CALIFORNIA	1910	745902	130	5310	\$38,195.20
BID 20-58			100	5510	<i>430,100.20</i>
SYSCO OF CENTRAL CALIFORNIA	1910	745903	130	5310	\$26,259.20
BID 20-58					. ,
TAM+CZ ARCHITECTS, INC.	0920	700764	060	7422	\$47,000.00
	4.2				

RFQ #20-13					
THE FOUNDATION FCOE, INC.	0860	745629A	030	0693	\$50,000.00
MEMBERSHIPS (EC 35172)					
THE HOME DEPOT PRO	1891	745790	030	0716	\$36,405.60
RFP 17-21					
THE HOME DEPOT PRO	1891	745887	030	0716	\$31,563.43
RFP 17-21					
THE HOME DEPOT PRO	1891	746486	030	0716	\$174,658.29
RFP 17-21					
THE HOME DEPOT PRO	1891	746707	030	0716	\$60,676.00
RFP 17-21					
THE HOME DEPOT PRO	1891	746751	030	0716	\$43,622.05
RFP 17-21					
THE PRINT DISTRICT	0710	746766	060	6387	\$12,000.00
BELOW BID LIMIT (PCCC 20111)					
THE STEPPING STONES GROUP, LLC	0781	746436	060	6500	\$260,000.00
BOE 06/16/21 B-44 (BUNDLED CONRACTS)					
THE STEPPING STONES GROUP, LLC	0785	743987A	060	6500	\$302,567.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
THE WYRICK BOOK CO.	0208	745961	030	0625	\$10,000.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
TIM R. TRULL ELECTRIC, INC.	1185	746262	350	0917	\$13,238.00
BOE 01/08/14 A-10 (CUPCCAA)					
TNTP, INC.	0786	746407	060	6500	\$99,020.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
TYSON FOODS, INC.	1910	745750	130	5310	\$28,588.50
BID 21-06					
TYSON FOODS, INC.	1910	745751	130	5310	\$23,195.20
BID 21-06					
TYSON FOODS, INC.	1910	745752	130	5310	\$21,120.00
BID 21-06					
TYSON FOODS, INC.	1910	745753	130	5310	\$13,855.00
BID 21-06					
TYSON FOODS, INC.	1910	745754	130	5310	\$35,834.50
BID 21-06					
TYSON FOODS, INC.	1910	746586	130	5310	\$20,753.60
BID 21-06					
UNITED WE LEAD FOUNDATION	0750	745647	060	3060	\$43,270.00
BOE 09/15/21 A-7					
US FOODS, INC.	1910	740615	130	5310	\$10,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					• · · · · ·
US FOODS, INC.	1910	746372	130	5310	\$11,140.55
BOE 06/02/21 A-13 (PIGGYBACK)					• · • • • • • • •
	1910	746697	130	5310	\$16,031.36
BOE 06/02/21 A-13 (PIGGYBACK)	4045	740400	050	0047	#00.00
	1215	746180	350	0917	\$28,625.00
BOE 01/08/14 A-10 (CUPCCAA)					

VINCENT COMMUNICATIONS, INC.	1891	746599	030	0716	\$59,727.94
BOE 06/02/21 A-13 (PIGGYBACK)					
VIRCO, INC.	1250	746360	350	0916	\$22,666.39
BOE 06/02/21 A-13 (PIGGYBACK)					
VIRCO, INC.	1895	745899	030	0716	\$18,888.66
BOE 06/02/21 A-13 (PIGGYBACK)					
WOODSHED	0710	746314	060	6388	\$18,931.37
BELOW BID LIMIT (PCC 20111)					
ZEPHYR LOCK, LLC	1185	745510	350	0917	\$39,888.70
BELOW BID LIMIT (PCC 20111)					

THE FOLLOWING PURCHASE ORDERS ARE UNDER \$10,000

PURCHASE ORDERS DATED OCTOBER 01, 2021 TO OCTOBER 31, 2021 RATIFICATION DATE JANUARY 12, 2022

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
4IMPRINT, INC.	0135	745686	030	0172	\$1,816.60
4N6 FANATICS.COM, LLC	0145	746732	030	7140	\$150.00
ABLENET, INC.	0788	745930	060	6500	\$406.31
ACE TROPHY SHOP	0250	745490	030	0172	\$300.00
ACE TROPHY SHOP	0490	745871	030	0171	\$1,947.00
ACHIEVE3000, INC.	0490	746078	030	7099	\$1,790.00
ACSA FOUNDATION FOR EDUC. ADMIN.	0889	745741	030	0677	\$2,539.12
ACSA FOUNDATION FOR EDUC. ADMIN.	0889	745741	030	0700	\$2,546.75
ACSA FOUNDATION FOR EDUC. ADMIN.	0889	745741	030	0720	\$2,539.13
AD SUTTON AND SONS, DBA BAGSINBULK	0755	746507	060	7425	\$1,287.20
ADA SPORTS AND RACKETS, LLC	0421	746110	030	0125	\$398.73
ADI - HONEYWELL INTERNATIONAL	1435	746175	350	0917	\$3,819.36
ADVANCE CTE	0710	746603	030	0152	\$100.00
ADVANCE CTE	0710	746621	030	0152	\$350.00
AGILE SPORTS TECHNOLOGIES	0185	746043	030	0172	\$8,000.00
AIR CONTROL BALANCING, INC.	0880	746279	680	0851	\$960.00
AIRWAYS GOLF COURSE	0725	745991	030	0172	\$1,000.00
ALAN MOK ENGINEERING	1565	746200	350	0917	\$1,900.00
ALERT-O-LITE, INC.	0145	743717	030	0172	\$500.00
ALL AMERICAN SPORTS USA	0130	745525	030	0125	\$2,367.48
ALL AMERICAN SPORTS USA	0417	746461	030	7099	\$2,507.85
ALL AMERICAN SPORTS USA	0417	746605	030	7090	\$4,251.21
ALL AMERICAN SPORTS USA	0567	746604	030	7099	\$487.58
ALL FOR FUN RENTALS CORP.	0030	746783	030	0115	\$1,048.13
ALL FOR FUN RENTALS CORP.	0440	746331	030	7090	\$506.25
ALL SIGNS	0335	746204	030	7090	\$4,000.00
ALL SIGNS	0335	746211	030	0171	\$3,000.00
ALL SIGNS	0553	746764	030	0171	\$500.00
ALLAN HANCOCK COLLEGE	0145	746502	030	0172	\$100.00
ALLARD'S, INC.	0710	746353	060	6388	\$750.00
ALLARD'S, INC.	0727	745079	030	0169	\$1,000.00
ALLARD'S, INC.	1060	745601	030	7394	\$200.00
ALLARD'S, INC.	1060	745954	030	7394	\$200.00
ALPHAGRAPHICS	0215	743224	030	0172	\$500.00
A-MARK T-SHIRT, INC.	0035	745603	030	7090	\$3,200.00
A-MARK T-SHIRT, INC.	0075	746336	030	7090	\$5,000.00
A-MARK T-SHIRT, INC.	0135	745925	030	7099	\$455.07
A-MARK T-SHIRT, INC.	0150	746770	030	0110	\$176.61
A-MARK T-SHIRT, INC.	0225	745595	080	8210	\$2,731.23
A-MARK T-SHIRT, INC.	0225	746386	030	0171	\$1,289.37

A-MARK T-SHIRT, INC.	0235	745857	030	0181	\$4,000.00
A-MARK T-SHIRT, INC.	0320	746698	030	0171	\$336.92
A-MARK T-SHIRT, INC.	0325	745484	030	7099	\$758.45
A-MARK T-SHIRT, INC.	0335	744932	030	0172	\$700.00
A-MARK T-SHIRT, INC.	0415	746645	030	7090	\$634.47
A-MARK T-SHIRT, INC.	0430	745856	080	8210	\$6,712.00
A-MARK T-SHIRT, INC.	0440	740212	030	7090	\$800.00
A-MARK T-SHIRT, INC.	0619	746335	030	0138	\$5,000.00
A-MARK T-SHIRT, INC.	0710	746252	030	0152	\$1,860.00
A-MARK T-SHIRT, INC.	0710	746333	030	0152	\$442.07
A-MARK T-SHIRT, INC.	0710	746384	030	0152	\$8,000.00
A-MARK T-SHIRT, INC.	0758	743059	060	4203	\$43.34
A-MARK T-SHIRT, INC.	0796	746422	030	0667	\$1,226.71
A-MARK T-SHIRT, INC.	0860	746220	060	3210	\$3,900.60
A-MARK T-SHIRT, INC.	0885	745948	030	0140	\$863.80
A-MARK T-SHIRT, INC.	0905	746695	030	0738	\$1,281.78
AMAZON CAPITAL SERVICES	0227	746376	030	0644	\$224.10
AMAZON CAPITAL SERVICES	0725	745701	030	0173	\$243.46
AMAZON CAPITAL SERVICES	0796	746427	030	0667	\$356.32
AMAZON CAPITAL SERVICES	0810	745707	030	0642	\$655.83
AMAZON CAPITAL SERVICES	0810	746374	030	0141	\$30.32
AMAZON CAPITAL SERVICES	0810	746378	030	0141	\$356.57
AMAZON CAPITAL SERVICES	0850	741745A	030	0674	\$169.27
AMAZON CAPITAL SERVICES	0850	746655	030	0674	\$432.52
AMAZON CAPITAL SERVICES	1748	746096	060	3010	\$687.93
AMERICAN MUSIC	0265	746638	030	7090	\$2,798.78
AMERICAN MUSIC	0727	745807	030	0168	\$620.00
AMERICAN MUSIC	0727	745808	030	0168	\$310.00
AMERICAN MUSIC	0895	TA221034794	030	0112	\$515.00
AMERICAN MUSIC	0895	TA221045067	030	0112	\$515.00
AMF BOWLING CENTERS/BOWLERO	0155	746501	030	7099	\$2,429.12
AMF BOWLING CENTERS/BOWLERO	0810	745513	030	0640	\$1,591.79
ANCORA PUBLISHING	0135	745511	030	7099	\$276.84
APPLE COMPUTER, INC.	0781	746688	060	9017	\$2,900.00
APPLE COMPUTER, INC.	0785	746591	060	6500	\$1,086.42
APPLEBY IMAGING, INC.	0887	746794	030	0140	\$4,025.00
APPLIED EDUCATIONAL SYSTEMS, INC.	0710	745554	030	0152	\$999.00
ARBINGER INSTITUTE, LLC	0601	746500	060	3010	\$495.00
ARTISAN MARKETING GROUP	0230	746150	030	7090	\$4,000.00
ARTWORKZ, EMBROIDERY & SCREEN PRINTING	0421	745986	030	0172	\$269.94
ASANA, INC.	0755	745556	030	0176	\$7,497.00
ASIAN SUPERMARKET	0035	746256	030	7090	\$1,000.00
ASSOCIATED COMPRESSOR & EQUIPMENT, LLC	0919	746415	060	8150	\$4,288.16
AT&T MOBILITY	0770	745432	060	6500	\$16.70
AT&T MOBILITY	0810	745402	030	0641	\$8.35
AT&T MOBILITY	0905	746798	030	0738	\$59.44
AT&T MOBILITY	0919	744306	060	8150	\$320.75
	5610		500	5100	<i>Q</i> 020.70

AT&T MOBILITY	1910	AT000040099	130	5310	\$7.98
ATKINSON, ANDELSON, LOYA, RUUD & ROMO	0795	746602	060	3010	\$79.00
AVID CENTER	0170	746700	030	7090	\$4,679.00
AVID CENTER	0421	746517	060	3010	\$4,099.00
B & H PHOTO-VIDEO, INC.	0005	746083	030	0110	\$203.95
B & H PHOTO-VIDEO, INC.	0130	745559	030	0125	\$373.82
B & H PHOTO-VIDEO, INC.	0235	746414	030	7090	\$101.46
B & H PHOTO-VIDEO, INC.	0325	744636A	030	7099	\$2,193.00
B & H PHOTO-VIDEO, INC.	0421	746416	060	722E	\$730.58
B & H PHOTO-VIDEO, INC.	0675	745623	110	6391	\$173.34
B & H PHOTO-VIDEO, INC.	0710	746340	060	6388	\$1,282.14
B & H PHOTO-VIDEO, INC.	0790	745597	060	6010	\$812.52
B & H PHOTO-VIDEO, INC.	0790	746690	060	7425	\$812.52
B & H PHOTO-VIDEO, INC.	1400	746523	030	7394	\$3,009.52
B.E. PUBLISHING	0230	746236	030	7090	\$499.50
BAKER DISTRIBUTING CO.	0919	740691	060	8150	\$6,000.00
BALLOONS ARE EVERYWHERE, INC.	0445	746548	030	0171	\$3,000.00
BARNES & NOBLE, INC.	0155	746089	030	0113	\$600.00
BARNES & NOBLE, INC.	0235	741803	030	7090	\$5,000.00
BARNES & NOBLE, INC.	0340	745519	060	3010	\$4,000.00
BARNES & NOBLE, INC.	0415	740435	030	0625	\$1,500.00
BARNES & NOBLE, INC.	0440	746480	030	7140	\$705.00
BARNES & NOBLE, INC.	0475	744106	030	0625	\$500.00
BARNES & NOBLE, INC.	0475	745795	030	0110	\$2,000.00
BARNES & NOBLE, INC.	0475	745797	030	7099	\$2,200.00
BARNES & NOBLE, INC.	0485	745528	030	7099	\$456.89
BARNES & NOBLE, INC.	0553	746778	030	0625	\$250.00
BARNES & NOBLE, INC.	0680	746557	110	6391	\$216.59
BARNES & NOBLE, INC.	0701	745907	060	3210	\$9,500.00
BARNES & NOBLE, INC.	0701	746250	030	0193	\$2,000.00
BARNES & NOBLE, INC.	0701	746303	060	3210	\$5,082.80
BARNES & NOBLE, INC.	0895	TA221047808	030	0112	\$515.00
BARNES & NOBLE, INC.	1160	746516	060	3010	\$500.00
BARNES & NOBLE, INC.	1500	745725	060	3010	\$300.00
BASE EDUCATION, LLC	0010	746113	060	3182	\$4,250.00
BELMONT NURSERY	0335	746177	030	7090	\$5,000.00
BIG 5 SPORTING GOODS CORP.	0440	744189	030	7090	\$400.00
BIG 5 SPORTING GOODS CORP.	0035	746609	030	7090	\$1,500.00
BIG 5 SPORTING GOODS CORP.	0130	746444	030	7090	\$400.00
BIG 5 SPORTING GOODS CORP.	0450	745527	030	0172	\$800.00
BLACK STUDENTS OF CALIFORNIA UNITED	0725	745739	030	0179	\$1,825.00
BLAIR, CHURCH & FLYNN	1055	454946	350	0913	\$1,780.60
BLAIR, CHURCH & FLYNN	1145	454950	350	0913	\$700.00
BLICK ART MATERIALS	0055	746659	030	0125	\$1,393.21
BLICK ART MATERIALS	0055	746660	030	0125	\$1,337.68
BLICK ART MATERIALS	0790	746710	060	7425	\$531.84
BLUFF POINTE GOLF COURSE	0395	743825	030	0172	\$154.00

					*
BLUFF POINTE GOLF COURSE	0725	745992	030	0172	\$200.00
BMI SUPPLY, DBA BARBER MARKETING, INC.	1400	746061	030	7394	\$421.52
BMI SUPPLY, DBA BARBER MARKETING, INC.	1400	746476	030	7394	\$5,549.51
BOBBY SALAZARS	0005	745906	030	7090	\$463.54
BOBBY SALAZAR'S/BLACKTONE, DBA A & M BROS, LLC	0120	746677	030	7090	\$600.00
BOHANON, CJ	0700	746809	030	0606	\$59.43
BOOT BARNES HOLDINGS	0925	745515	030	7230	\$2,000.00
BRAINPOP.COM, LLC	0235	746097	030	0625	\$1,595.00
BROWN INDUSTRIES, INC.	0670	746559	110	3555	\$753.02
BRUSTEIN & MANASEVIT	0795	746648	060	3010	\$345.00
CADA CENTRAL	0055	746052	030	0171	\$399.00
CADA CENTRAL	0100	746223	030	0173	\$300.00
CADA CENTRAL	0125	745830	030	0172	\$660.00
CADA CENTRAL	0130	746276	030	0171	\$330.00
CADA CENTRAL	0235	745518	030	0171	\$735.00
CADA CENTRAL	0421	745938	030	7090	\$948.00
CADA CENTRAL	0505	745809	030	0114	\$735.00
CADA CENTRAL	0725	746387	030	0179	\$499.00
CADA CENTRAL	0726	745517	030	0606	\$2,046.00
CADA CENTRAL	0726	746761	030	0606	\$1,400.00
CALIF ACADEMY OF SCIENCES	0335	745976	060	722C	\$540.00
CALIF. IT IN EDUCATION	0888	746295	030	0140	\$500.00
CALIFORNIA BUSINESS MACH., INC.	0127	746563	030	0139	\$412.65
CALIFORNIA BUSINESS MACH., INC.	0170	746439	030	7090	\$4,733.81
CALIFORNIA BUSINESS MACH., INC.	0170	746612	030	7090	\$260.04
CALIFORNIA BUSINESS MACH., INC.	0355	746408	030	7090	\$455.07
CALIFORNIA BUSINESS MACH., INC.	0395	745561	030	0125	\$111.37
CALIFORNIA BUSINESS MACH., INC.	0415	746280	030	7090	\$1,206.02
CALIFORNIA DEPARTMENT OF ED.	1420	746613	350	0913	\$3,360.00
CALIFORNIA DEPARTMENT OF ED.	1420	746616	350	0913	\$2,240.00
CALIFORNIA DEPT OF EDUCATION	1910	745759	130	5310	\$1,400.00
CALIFORNIA DEPT OF EDUCATION	1910	745766	130	5310	\$2,964.00
CALIFORNIA DEPT OF EDUCATION	1910	745767	130	5310	\$1,400.00
CALIFORNIA DEPT OF EDUCATION	1910	745771	130	5310	\$1,500.00
CALIFORNIA DEPT OF EDUCATION	1910	745773	130	5310	\$864.00
CALIFORNIA DEPT OF EDUCATION	1910	746106	130	5310	\$560.00
CALIFORNIA DEPT OF EDUCATION	1910	746440	130	5310	\$1,890.00
CALIFORNIA GEOLOGICAL SURVEY	1145	746826	350	0912	\$3,600.00
CALIFORNIA GEOLOGICAL SURVEY	1421	746281	350	0912	\$3,600.00
CALIFORNIA KEYBOARDS	0440	745764	030	7099	\$1,000.00
CALIFORNIA STATE UNIVERSITY	0700	746463	030	0606	\$1,150.00
CALIFORNIA STATE UNIVERSITY	0700	746463	060	9039	\$3,850.00
CALVERT CATERING, DBA APPLE SPICE	0055	743881	030	0125	\$500.00
CANVA US, INC.	0755	746418	030	0176	\$5,400.00
CAPTUREIT! IMPRINTING	0265	745611	030	0171	\$2,000.00
CAPTUREIT! IMPRINTING	0265	746617	030	0172	\$866.45

CAPTUREIT! IMPRINTING	0490	746704	030	0172	\$3,041.94
CAPTUREIT! IMPRINTING	0505	745723	030	7099	\$704.27
CASA CORONA	0895	746694	030	0716	\$200.00
CASCWA	0810	745817	030	0640	\$50.00
CASCWA/CA ASSOC. SUPERVISORS CHILD WELFARE & ATTEND.	0810	745768	030	0640	\$75.00
CAT KROSSCHELL	0150	746451	030	0113	\$1,050.00
CAWEE/CALIF ASSOC. WORK EXPERIENCE EDUC.	0710	746225	030	0152	\$200.00
CCAA	0123	745531	030	0171	\$1,002.00
CCAA	0125	745529	030	0172	\$501.00
CCAA	0130	745480	030	7090	\$1,503.00
CDW GOVERNMENT, INC.	0105	745633	030	7090	\$104.29
CDW GOVERNMENT, INC.	0105	746345	060	3010	\$7,647.51
CDW GOVERNMENT, INC.	0145	745886	030	7090	\$270.12
CDW GOVERNMENT, INC.	0170	746428	030	7090	\$460.49
CDW GOVERNMENT, INC.	0190	746525	030	7140	\$204.24
CDW GOVERNMENT, INC.	0200	746238	030	7090	\$184.20
CDW GOVERNMENT, INC.	0208	746728	030	7090	\$307.17
CDW GOVERNMENT, INC.	0225	745566	030	0110	\$150.06
CDW GOVERNMENT, INC.	0235	746687	030	7090	\$409.56
CDW GOVERNMENT, INC.	0305	746630	060	3010	\$939.39
CDW GOVERNMENT, INC.	0305	746633	060	3010	\$3,169.24
CDW GOVERNMENT, INC.	0320	745489	030	7090	\$2,225.01
CDW GOVERNMENT, INC.	0320	745568	030	7091	\$2,225.01
CDW GOVERNMENT, INC.	0335	746792	030	7090	\$614.34
CDW GOVERNMENT, INC.	0340	746473	030	7090	\$1,010.55
CDW GOVERNMENT, INC.	0370	745496	030	7099	\$2,344.53
CDW GOVERNMENT, INC.	0370	745499	030	7099	\$680.44
CDW GOVERNMENT, INC.	0385	745565	030	7099	\$3,131.32
CDW GOVERNMENT, INC.	0385			7099	
CDW GOVERNMENT, INC.	0421	746033 745492	030 030	7090	\$644.68 \$82.89
CDW GOVERNMENT, INC.			030		
CDW GOVERNMENT, INC.	0450	746080		7090	\$1,878.79 \$212.12
	0485	746673	030	7090	\$313.13 ¢517.07
CDW GOVERNMENT, INC.	0485	746676	030	7090	\$517.37
CDW GOVERNMENT, INC.	0500	745851	030	0110	\$144.11 \$570.07
CDW GOVERNMENT, INC.	0550	745814	030	0110	\$579.67
CDW GOVERNMENT, INC.	0565	746301	060	3010	\$883.06
CDW GOVERNMENT, INC.	0567	746672	030	7090	\$109.99
CDW GOVERNMENT, INC.	0575	745815	060	3010	\$1,973.05
CDW GOVERNMENT, INC.	0705	746472	110	6391	\$1,819.17
CDW GOVERNMENT, INC.	0725	745487	030	0173	\$781.26
CDW GOVERNMENT, INC.	0730	746670	030	0656	\$109.99
CDW GOVERNMENT, INC.	0785	745643	060	6500	\$1,263.85
CDW GOVERNMENT, INC.	0786	746424	060	3326	\$212.37
CDW GOVERNMENT, INC.	0790	746471	060	7425	\$855.97
CDW GOVERNMENT, INC.	0795	746291	030	0500	\$455.16
CDW GOVERNMENT, INC.	0795	746291	060	3010	\$2,275.26

CDW GOVERNMENT, INC.	0796	746590	030	0667	\$3,054.97
CDW GOVERNMENT, INC.	0852	746420	030	0679	\$533.08
CDW GOVERNMENT, INC.	0885	746293	030	0140	\$1,335.00
CDW GOVERNMENT, INC.	0885	746484	030	0140	\$4,315.04
CDW GOVERNMENT, INC.	1235	745719	350	0916	\$1,911.88
CDW GOVERNMENT, INC.	1250	746791	350	0916	\$3,141.07
CDW GOVERNMENT, INC.	1320	746292	060	3010	\$1,911.88
CDW GOVERNMENT, INC.	1400	745635	030	7394	\$646.80
CDW GOVERNMENT, INC.	1891	740240	030	0716	\$5,052.95
CDW GOVERNMENT, INC.	1891	745567	030	0716	\$287.13
CDW GOVERNMENT, INC.	1891	745571	030	0716	\$9,751.50
CDW GOVERNMENT, INC.	1910	746526	130	5310	\$243.79
CENGAGE LEARNING	1748	745506	060	6300	\$3,711.81
CENTRAL SANITARY SUPPLY CO., INC.	1891	700776	030	0716	\$431.22
CENTRAL SANITARY SUPPLY CO., INC.	1891	745637	030	0716	\$831.64
CENTRAL SANITARY SUPPLY CO., INC.	1891	746093	030	0716	\$2,513.72
CENTRAL SANITARY SUPPLY CO., INC.	1891	746298	030	0716	\$139.06
CENTRAL SANITARY SUPPLY CO., INC.	1891	746300	030	0716	\$1,081.55
CENTRAL STAR MARKETING, LLC	0185	745863	030	0172	\$335.89
CENTRAL VALLEY RV REPAIR	0919	746025	060	8150	\$3,355.18
CENTRAL VALLEY SPORTS, LLC	0020	745855	080	8210	\$4,999.00
CENTRAL VALLEY SPORTS, LLC	0455	745586	030	0171	\$540.45
CENTRAL VALLEY SPORTS STITCH & INK	0421	745497	030	7090	\$4,131.42
CENTRAL VALLEY SPORTS STITCH & INK	0423	746458	030	7090	\$2,411.14
CENTRAL VALLEY SPORTS STITCH & INK	1421	745493	030	0500	\$5,999.12
CHEUNG, FLORIDIA	0123	745569	030	7099	\$194.52
CHILDREN'S PLUS, INC.	0340	745545	060	3010	\$2,954.86
CHILDREN'S PLUS, INC.	1005	746306	060	3010	\$583.93
CHILDREN'S PLUS, INC.	1225	745547	060	3010	\$3,015.79
CHILDREN'S PLUS, INC.	1355	746011	060	3010	\$6,225.60
CHILDREN'S PLUS, INC.	1565	746506	060	3010	\$9,001.31
CIF STATE OFFICE	0335	745541	030	0172	\$1,898.16
CITY OF FRESNO PARCS	0725	746627	030	0172	\$1,570.00
CITY OF FRESNO/PUBLIC WORKS FAC. MGMT.	1561	745756	350	0913	\$7,810.89
CLAY MIX	0055	746084	030	0125	\$3,809.59
CLAY MIX	0055	746665	030	0125	\$4,000.00
CLAY MIX	0185	746318	030	0125	\$2,000.00
CLAY MIX	0235	746498	030	0125	\$200.00
CLOVIS HIGH SCHOOL	0145	745864A	030	0172	\$365.00
CLOVIS NORTH HIGH SCHOOL	0055	746341	030	0172	\$140.00
CLOVIS NORTH HIGH SCHOOL	0145	746282	030	0172	\$250.00
CLOVIS NORTH HIGH SCHOOL	0235	746112	030	0172	\$110.00
CLOVIS NORTH HIGH SCHOOL	0335	746618	030	0172	\$190.00
CLOVIS WEST HIGH SCHOOL	0145	745688	030	0172	\$250.00
CLOVIS WEST HIGH SCHOOL	0145	745689	030	0172	\$500.00
COCHLEAR AMERICAS	0788	746135	060	6500	\$134.19
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0765	745957	060	7425	\$730.44

COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0765	745959	060	7425	¢5 207 52
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0788	745939	060	6500	\$5,307.53 \$4,428.81
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0788	745933	060	6500	\$4,428.81 \$820.75
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0788	746166	060	6500	\$4,631.96
CORE BUSINESS INTERIORS, INC.	0788	745816	030	0500	\$4,548.08
CORE BUSINESS INTERIORS, INC.		746795			
	0850		030	0681	\$6,972.51 \$5,260.86
CORE BUSINESS INTERIORS, INC.	0850	746796	030	0681 0606	\$5,269.86
	0701	742413	030		\$200.00 \$440.00
COURTESY MOVING SERVICE	1110	701184A	350	0917	
	0105	745486	060	3010	\$47.98
	1910	746176	130	5310	\$2,188.23
CRISP, KRISTEN	0125	746364	030	0124	\$90.68
CULLINAN EDUCATION CENTER	0250	745514	030	7090	\$3,285.00
	0315	746510	030	7090	\$1,290.00
CULTER-OROSI JOINT UNIFIED SCHOOL DISTRICT	0395	746619	030	0172	\$400.00 \$250.78
CURRICULUM ASSOCIATES, INC.	0015	702056A	030	7090	\$359.78
	0185	745975	070	0761	\$500.00
	0415	745974	030	0173	\$1,000.00
	0421	745950	030	0171	\$600.00
DE SOTO SALES, INC.	0919	746179	060	8150	\$1,874.34 \$1,247.00
	0208	746309	030	0625	\$1,317.82
	0208	746317	030	0625	\$1,169.53
DELAROSA, ROBERT	0575	745845	030	7090	\$106.80
DEMCO, INC.	0130	745520	030	0625	\$1,068.51
	0175	745927	060	3010	\$479.84
DEMCO, INC.	0185	746346	030	0625	\$462.23
DEMCO, INC.	0417	746441	030	0625	\$1,130.82
DEMCO, INC.	0435	746746	030	7090	\$559.59
	1045	746631	060	3010	\$491.21
DENCO SALES	0230	746079	030	7090	\$1,000.00
DEPT. OF TOXIC SUBSTANCES	0924	746703	060	8150	\$1,475.00
	0235	746470	030	0171	\$300.00
	0055	745594	030	0172	\$400.00
	0055	745596	030	0172	\$300.00
	0055	746508	030	0172	\$230.00
	0235	746640	030	0172	\$190.00
	0335	746565	030	0172	\$200.00
DL SIGN SYSTEMS	0335	745919	030	0172	\$674.26
DL SIGN SYSTEMS	0706	745853	030	0152	\$972.24
DL SIGN SYSTEMS	0725	746330	030	0175	\$944.30
	0125	745988	030	0124	\$1,138.74
	0125	745988	030	0128	\$2,264.53
	0235	746148	030	7090	\$4,680.72
	0619	745920	030	0138	\$5,000.00
	0710	746606	060	6388	\$4,958.08
DONNA M. LOPEZ, DBA DONNAS INSTRUCTION HUB, LLC	0925	746380	030	7230	\$1,875.00

DR-GRAPHIX	0860	745765	030	0694	\$5,000.00
DUMONT PRINTING, INC.	0185	745866	030	0172	\$1,777.83
DUMONT PRINTING, INC.	0575	746767	030	7090	\$1,085.86
DURAN, DEBBIE	0385	746174	030	0172	\$200.01
DUTCH BROS COFFEE FRESNO	0730	746289	030	0656	\$2,700.00
DWIGHT TAYLOR SR.	0725	745882	030	0179	\$1,700.00
DWIGHT TAYLOR SR.	0725	746222	030	0179	\$6,630.00
EAMIGH, YVETTE	0575	745846	030	7090	\$251.70
EASTER SOFTBALL CLASSIC	0055	746060	030	0172	\$800.00
EDGENUITY, INC.	0786	746363	060	6500	\$1,495.00
EDUCATION ELEMENTS, INC.	0435	745847	030	7099	\$6,000.00
EDUCATION ELEMENTS, INC.	0601	745849	060	3010	\$6,020.00
EKC ENTERPRISES, INC.	0185	742114A	060	4124	\$1,900.00
EKC ENTERPRISES, INC.	0440	746172	060	3182	\$6,600.00
EKC ENTERPRISES, INC.	1155	746804	350	0913	\$4,418.90
EKC ENTERPRISES, INC.	1421	746479	350	0917	\$5,233.29
ENHANCED VISION	0788	746446	060	6500	\$136.58
ENTOURAGE IMAGING, INC.	0417	746685	030	0115	\$4,222.00
ES FOODS, INC.	1910	745901	130	5310	\$662.40
ESGI, LLC	0310	746297	060	3010	\$639.00
ESGI, LLC	0385	745668	060	3010	\$639.00
ESPECIAL NEEDS, LLC	0788	745917	060	6500	\$1,200.44
ESPECIAL NEEDS, LLC	0788	746115	060	6500	\$1,202.64
ESPECIAL NEEDS, LLC	0788	746126	060	6500	\$275.15
ESPECIAL NEEDS, LLC	0788	746167	060	6500	\$379.23
ESPECIAL NEEDS, LLC	0788	746168	060	6500	\$1,127.33
EVERYCHILD CALIFORNIA	0765	745512	030	0192	\$50.00
EVERYCHILD CALIFORNIA	0765	745973	030	0192	\$558.00
EXPO PARTY RENTAL & SALES	0701	746530	030	0606	\$2,180.16
FACT AUTOMATED ENTRANCES, INC.	0925	745990	030	7230	\$2,497.00
FAN IN A BOX, LLC	0335	746050	060	722C	\$494.35
FASTENAL COMPANY	1910	746257	130	5310	\$2,786.76
FASTENAL COMPANY	1920	746373	030	0734	\$1,878.77
FCOE/ACADEMIC DECATHLON	0123	746423	030	0171	\$860.00
FD OPCO, LLC DBA FAMOUS DAVES BBQ	0601	746170	030	0500	\$1,338.76
FD OPCO, LLC DBA FAMOUS DAVES BBQ	0701	745662	030	0193	\$1,200.00
FERGUSON ENTERPRISES, INC.	0895	746091	030	0716	\$808.51
FERNANDEZ GONZALEZ, YAIMA	0335	746046	030	7090	\$172.79
FIREBAUGH HIGH SCHOOL	0055	746062	030	0172	\$275.00
FIRST STRING SPORTS	0055	746342	030	0172	\$273.00 \$500.00
FIRST STRING SPORTS	0055	746511	030	0172	\$1,123.45
FIRST STRING SPORTS				0125	
	0105	743386	030		\$1,000.00
FIRST STRING SPORTS FIRST STRING SPORTS	0125	746620 740454	030	0172	\$237.14 \$2,000.00
	0170	740454	030	0172	\$2,000.00
	0185	746827	030	0172	\$814.93
FIRST STRING SPORTS	0208	742664	030	0172	\$2,500.00 \$5,000.00
FIRST STRING SPORTS	0305	745532	030	0172	\$5,000.00

FIRST STRING SPORTS	0421	746393	030	0172	\$518.30
FIRST STRING SPORTS	0423	746449	030	0172	\$4,500.00
FIRST STRING SPORTS	0440	746391	030	7091	\$5,000.00
FIRST STRING SPORTS	0455	746775	030	0172	\$5,000.00
FIRST STRING SPORTS	0480	745867	030	0172	\$869.94
FIRST STRING SPORTS	0895	TA221079105	030	0112	\$515.00
FITNESS FINDERS, INC.	0285	746503	080	8210	\$1,146.94
FITNESS FINDERS, INC.	0490	745834	080	8210	\$99.80
FITNESS FINDERS, INC.	0535	745614	030	0110	\$1,005.34
FITNESS FINDERS, INC.	0535	745614	030	7099	\$1,005.44
FLAGHOUSE	0785	746392	060	6510	\$2,335.29
FLINN SCIENTIFIC, INC.	0145	746002	030	7090	\$1,157.46
FOCUS PACKAGING & SUPPLY CO.	1910	746381	130	5310	\$311.51
FOCUS PACKAGING & SUPPLY CO.	1910	746539	130	5310	\$1,083.50
FOCUS PACKAGING & SUPPLY CO.	1910	746540	130	5310	\$4,550.70
FOLLETT SCHOOL SOLUTIONS, INC.	0100	746234	030	0625	\$5,568.47
FOLLETT SCHOOL SOLUTIONS, INC.	0265	746344	030	0625	\$108.45
FOLLETT SCHOOL SOLUTIONS, INC.	0415	746235	030	0625	\$493.07
FOLLETT SCHOOL SOLUTIONS, INC.	0417	746483	030	0625	\$501.66
FOLLETT SCHOOL SOLUTIONS, INC.	0475	745549	030	0625	\$4,557.84
FOLLETT SCHOOL SOLUTIONS, INC.	0575	745593	030	0625	\$1,153.40
FOLLETT SCHOOL SOLUTIONS, INC.	0575	745651	030	7090	\$1,292.89
FOLLETT SCHOOL SOLUTIONS, INC.	0700	746009	060	3010	\$5,350.00
FOLLETT SCHOOL SOLUTIONS, INC.	1565	746160	060	3010	\$461.55
FOOD 4 THOUGHT, LLC	0098	743440A	130	5370	\$3,218.05
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1235	703265	140	6205	\$1,115.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1440	745006	350	0917	\$250.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1440	746788	350	0917	\$1,750.00
FOSSIL DISCOVERY CENTER OF MADERA COUNTY	0725	746519	030	0173	\$864.00
FREEDOM CONCEPTS USA, LLC	0788	746195	060	6500	\$2,988.98
FREEDOM CONCEPTS USA, LLC	0788	746197	060	6500	\$2,988.98
FRESNO ASSOC. OF BLACK SOCIAL WORKERS	0810	745895	030	0500	\$170.00
FRESNO BUSINESS COUNCIL	0710	745794	030	0152	\$6,305.00
FRESNO BUSINESS COUNCIL	0710	746048	030	0152	\$5,000.00
FRESNO CHAFFEE ZOO	0725	745916	030	0173	\$1,625.00
FRESNO CHAFFEE ZOO	0725	745918	030	0173	\$1,375.00
FRESNO CHAFFEE ZOO	0725	745921	030	0173	\$1,375.00
FRESNO CHAFFEE ZOO	0725	745923	030	0173	\$1,000.00
FRESNO CHAFFEE ZOO	0725	745924	030	0173	\$750.00
FRESNO CHAFFEE ZOO	0725	745979	030	0173	\$1,125.00
FRESNO CHAFFEE ZOO	0725	745980	030	0173	\$750.00
FRESNO CHAFFEE ZOO	0725	745981	030	0173	\$1,625.00
FRESNO CHAFFEE ZOO	0725	745982	030	0173	\$1,375.00
FRESNO CHAFFEE ZOO	0725	746119	030	0173	\$1,000.00
FRESNO CHAFFEE ZOO	0725	746122	030	0173	\$1,700.00

FRESNO CHAFFEE ZOO	0725	746123	030	0173	\$1,500.00
FRESNO CHAFFEE ZOO	0725	746125	030	0173	\$1,100.00
FRESNO CHAFFEE ZOO	0725	746127	030	0173	\$1,300.00
FRESNO CHAFFEE ZOO	0725	746129	030	0173	\$1,100.00
FRESNO CHAFFEE ZOO	0725	746552	030	0173	\$960.00
FRESNO CHAFFEE ZOO	0725	746649	030	0173	\$500.00
FRESNO CHAFFEE ZOO	0725	746653	030	0173	\$1,000.00
FRESNO CHAFFEE ZOO	0725	746654	030	0173	\$750.00
FRESNO CHAFFEE ZOO	0725	746656	030	0173	\$875.00
FRESNO CHAFFEE ZOO	0725	746657	030	0173	\$1,125.00
FRESNO COUNTY CLERK/REGISTRAR	0919	745600	060	8150	\$50.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0145	746731	060	722A	\$3,510.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0700	745789	060	3010	\$480.00
FRESNO ELECTRICAL JATC	0710	741586	030	6350	\$5,189.03
FRESNO FENCE CONNECTION	0415	743774A	030	7090	\$1,600.00
FRESNO HIGH SCHOOL	0145	745690	030	0172	\$300.00
FRESNO METROPOLITAN FLOOD	1130	746312	350	0912	\$960.00
FRESNO PUMP & SUPPLY, INC.	0919	746114	060	8150	\$4,418.60
FRESNO STATE ALUMNI ASSOC.	0700	746499	060	3010	\$3,375.00
FRESNO STATE UNIVERSITY	0335	746094	030	7090	\$3,373.00 \$220.00
FRESNO STATE UNIVERSITY	0333	746157	050	5827	\$220.00 \$275.00
FRESNO STATE UNIVERSITY	0701	746161		5828	
			060		\$275.00
FRESNO UNIFIED SCHOOL DISTRICT FRESNO UNIFIED SCHOOL DISTRICT	0810 0810	744588	030	0642	\$7,000.00 \$5,000.00
		744589	030	0141	\$5,000.00
	0919	746750	060	8150	\$7,880.00
FULTON EQUIPMENT PACIFIC, LLC	1910	746206	130	5310	\$3,500.00
	0785	746646	060	6500	\$69.41
	0005	745622	030	0113	\$333.00
	0005	745624	030	0113	\$500.00
	0005	746776	030	0113	\$650.00
G W SCHOOL SUPPLY	0025	746012	030	7090	\$400.00
G W SCHOOL SUPPLY	0025	746013	060	6500	\$200.00
G W SCHOOL SUPPLY	0025	746014	030	7090	\$400.00
G W SCHOOL SUPPLY	0025	746016	030	7090	\$400.00
G W SCHOOL SUPPLY	0025	746018	030	7090	\$300.00
G W SCHOOL SUPPLY	0025	746021	030	7090	\$200.00
G W SCHOOL SUPPLY	0025	746541	030	7090	\$200.00
G W SCHOOL SUPPLY	0035	746584	060	6500	\$150.00
G W SCHOOL SUPPLY	0045	746564	030	0113	\$200.00
G W SCHOOL SUPPLY	0045	746566	030	0113	\$348.00
G W SCHOOL SUPPLY	0045	746567	030	0113	\$848.00
G W SCHOOL SUPPLY	0045	746570	030	0113	\$424.00
G W SCHOOL SUPPLY	0045	746571	030	0113	\$848.00
G W SCHOOL SUPPLY	0045	746572	030	0113	\$848.00
G W SCHOOL SUPPLY	0045	746573	030	0113	\$200.00
G W SCHOOL SUPPLY	0045	746574	030	0113	\$473.00
G W SCHOOL SUPPLY	0045	746576	030	0113	\$548.00

G W SCHOOL SUPPLY	0045	746577	030	0113	\$848.00
G W SCHOOL SUPPLY	0045	746578	030	0113	\$424.00
G W SCHOOL SUPPLY	0045	746579	030	0113	\$600.00
G W SCHOOL SUPPLY	0045	746580	030	0113	\$348.00
G W SCHOOL SUPPLY	0045	746581	030	0113	\$848.00
G W SCHOOL SUPPLY	0045	746582	030	0113	\$424.00
G W SCHOOL SUPPLY	0045	746583	030	0113	\$424.00
G W SCHOOL SUPPLY	0090	745498	060	3010	\$500.00
G W SCHOOL SUPPLY	0098	746720	030	7091	\$1,620.00
G W SCHOOL SUPPLY	0145	746023	060	6500	\$200.00
G W SCHOOL SUPPLY	0145	746026	060	6500	\$200.00
G W SCHOOL SUPPLY	0145	746028	060	6500	\$200.00
G W SCHOOL SUPPLY	0155	745544	030	0113	\$800.00
G W SCHOOL SUPPLY	0155	746088	030	0113	\$200.00
G W SCHOOL SUPPLY	0160	746395	060	6500	\$180.00
G W SCHOOL SUPPLY	0160	746397	060	6500	\$180.00
G W SCHOOL SUPPLY	0208	745800	030	0172	\$100.00
G W SCHOOL SUPPLY	0235	745803	030	0172	\$1,000.00
G W SCHOOL SUPPLY	0265	745610	030	0171	\$1,000.00
G W SCHOOL SUPPLY	0290	740380	030	7090	\$300.00
G W SCHOOL SUPPLY	0290	746244	030	0113	\$1,200.00
G W SCHOOL SUPPLY	0290	746245	030	0113	\$500.00
G W SCHOOL SUPPLY	0290	746246	030	0113	\$230.00
G W SCHOOL SUPPLY	0290	746247	030	0113	\$195.00
G W SCHOOL SUPPLY	0290	746248	030	0113	\$200.00
G W SCHOOL SUPPLY	0340	745491	060	6500	\$200.00
G W SCHOOL SUPPLY	0340	745494	060	6500	\$200.00
G W SCHOOL SUPPLY	0355	746134	030	7090	\$500.00
G W SCHOOL SUPPLY	0430	746402	030	0110	\$150.00
G W SCHOOL SUPPLY	0450	745801	030	7091	\$1,000.00
G W SCHOOL SUPPLY	0455	746156	030	0171	\$200.00
G W SCHOOL SUPPLY	0460	746544	060	6500	\$150.00
G W SCHOOL SUPPLY	0535	746319	030	0110	\$150.00
G W SCHOOL SUPPLY	0550	745722	030	0172	\$1,200.00
G W SCHOOL SUPPLY	0553	746780	060	6500	\$200.00
G W SCHOOL SUPPLY	0710	746228	060	6388	\$447.81
G W SCHOOL SUPPLY	0755	746143	030	0176	\$5,000.00
G W SCHOOL SUPPLY	0895	TA221004429	030	0112	\$515.00
G W SCHOOL SUPPLY	0895	TA221004423	030	0112	\$515.00
G W SCHOOL SUPPLY	0895	TA221011403	030	0112	\$515.00
G W SCHOOL SUPPLY	0895	TA221023031	030	0112	\$515.00 \$515.00
G W SCHOOL SUPPLY	0895	TA221038808	030	0112	\$515.00 \$515.00
G W SCHOOL SUPPLY					
	0895	TA221062834	030	0112	\$515.00 \$515.00
	0895	TA221063906	030	0112	\$515.00 \$200.00
G W SCHOOL SUPPLY G W SCHOOL SUPPLY	0895	TA221066331	030	0112	\$200.00 \$515.00
	0895	TA221070526	030	0112	\$515.00 \$515.00
G W SCHOOL SUPPLY	0895	TA221075570	030	0112	\$515.00

G W SCHOOL SUPPLY	0895	TA221076622	030	0112	\$515.00
G W SCHOOL SUPPLY	0895	TA221078161	030	0112	\$515.00
G W SCHOOL SUPPLY	0895	TA221078381	030	0112	\$515.00
G W SCHOOL SUPPLY	1070	745721	030	0192	\$500.00
G W SCHOOL SUPPLY	1210	745609	030	0192	\$300.00
G W SCHOOL SUPPLY	1365	745524	060	3010	\$300.00
GARY P. GILROY	0055	746727	030	7090	\$2,000.00
GC BUILDERS	1250	746748	350	0916	\$1,875.00
GEIGER, DBA GEIGER BROS.	0095	746362	030	7090	\$195.03
GEIL ENTERPRISES, INC.	1495	746102	350	0917	\$400.00
GENERATION GENIUS, INC.	0015	745652	030	0110	\$175.00
GENERATION GENIUS, INC.	0255	746733	060	3010	\$175.00
GLOBAL DATEBOOKS	0465	745825	030	0110	\$664.45
GOLD STAR FOODS, INC.	1910	745405	130	5310	\$8,443.36
GOLD STAR FOODS, INC.	1910	745713	130	5310	\$858.00
GOLD STAR FOODS, INC.	1910	746283	130	5310	\$604.50
GOLF CAR CENTRAL SERVICE	0055	745298	030	7090	\$1,000.00
GOLF CAR CENTRAL SERVICE	0145	742559	030	7090	\$1,000.00
GOLF CAR CENTRAL SERVICE	0208	745842	030	7090	\$200.00
GOLF CAR CENTRAL SERVICE	0355	746622	030	0110	\$413.07
GOLF CAR CENTRAL SERVICE	0355	746622	030	0111	\$400.92
GOLF CAR CENTRAL SERVICE	0355	746622	030	0734	\$400.93
GOODMAN FOODS	1910	745620	130	5310	\$6,243.60
GOPHER	0100	745691	030	7090	\$747.85
GOPHER	0135	746008	060	6010	\$1,301.50
GOPHER	0155	746000	060	6010	\$1,832.90
GOPHER	0208	745602	060	6010	\$644.26
GOPHER	0200	746006	060	6010	\$380.00
GOPHER	0220	745994	030	0125	\$380.00 \$1,297.63
GOPHER	0255	745997	060	6010	\$1,297.03 \$1,245.71
GOPHER					
	0290	746233	030	0113	\$76.09 \$2.077.60
GOPHER	0295	746066	060	6010	\$2,077.60 \$1,772.27
GOPHER	0305	746064	060	6010	\$1,772.37
GOPHER	0365	745996	060	6010	\$2,077.60
GOPHER	0415	745692	030	0173	\$2,954.53
GOPHER	0415	746118	030	7090	\$2,891.79
GOPHER	0421	746116	030	0125	\$398.27
GOPHER	0480	745946	060	6010	\$934.96
GOPHER	0480	745960	060	6010	\$824.81
GOPHER	0565	746003	060	6010	\$501.45
GOPHER	0567	746004	060	6010	\$1,116.84
GOPHER	0785	746569	060	6500	\$429.34
GOPHER	1320	746705	030	0752	\$319.60
GOTTSCHALK MUSIC CENTER	0100	745828	060	3010	\$774.79
GOTTSCHALK MUSIC CENTER	0265	745590	030	7090	\$2,500.00
GOTTSCHALK MUSIC CENTER	0727	745806	030	0168	\$260.00
GOTTSCHALK MUSIC CENTER	0727	745812	060	3210	\$3,846.43

GOTTSCHALK MUSIC CENTER	0727	746310	030	0168	\$210.00
GOTTSCHALK MUSIC CENTER	0727	746405	030	0168	\$190.00
GOTTSCHALK MUSIC CENTER	0727	746406	030	0168	\$410.00
GOTTSCHALK MUSIC CENTER	0895	TA221018671	030	0112	\$515.00
GOTTSCHALK MUSIC CENTER	0895	TA221064244	030	0112	\$515.00
GOTTSCHALK MUSIC CENTER	0895	TA221078049	030	0112	\$515.00
GRADECAM, LLC	0235	746034	030	7090	\$450.00
GRADECAM, LLC	0235	746124	030	7140	\$150.00
GRAINGER, INC.	1910	745913A	130	5310	\$1,945.84
GRAINGER, INC.	0421	746316	060	722E	\$117.68
GRAINGER, INC.	0725	745985	030	0172	\$250.00
GRAINGER, INC.	0895	745661	030	0716	\$2,060.82
GRAINGER, INC.	0895	745663	030	0716	\$2,061.80
GRANITE DATA SOLUTIONS	0208	746305	030	7090	\$1,782.27
GRAPHIC COMMUNICATION	1891	745533	030	0716	\$160.00
GRAPHIC DESIGN MARKING SYSTEM, INC.	0170	746497	030	0171	\$2,063.86
GRAYBAR ELECTRIC, INC.	1578	746426	350	0912	\$3,790.59
GRAYLIFT/CROMER EQUIPMENT	0919	745898	060	8150	\$4,275.00
GROWTHPOINT TECHNOLOGIES, INC., DBA IMM3RSE.IN	0480	746140	030	7090	\$2,531.76
HARCOURT OUTLINES, INC.	0208	746504	080	8210	\$557.64
HCI SYSTEMS, INC.	0919	746684	060	8150	\$2,100.00
HCI SYSTEMS, INC.	0919	746692	060	8150	\$2,100.00
HCI SYSTEMS, INC.	0919	746693	060	8150	\$3,900.00
HEART LINK	0730	745937	060	9017	\$1,950.00
HEC READING HORIZONS	0135	745826	030	7099	\$915.04
HEC READING HORIZONS	0135	745962	030	7099	\$400.00
HEINEMANN PROFESSIONAL	0090	745591	030	7090	\$1,318.60
HERITAGE GENERAL	1230	746261	350	0917	\$8,734.05
HEWITT'S RESTAURANT	0335	746529	060	6385	\$2,000.00
HEWITT'S RESTAURANT	0335	746531	060	722B	\$2,000.00
HEWITT'S RESTAURANT	0415	745822	030	7090	\$1,500.00
HEWITT'S RESTAURANT	0702	740800	030	0606	\$2,000.00
HEWITT'S RESTAURANT	0850	745983	030	0681	\$500.00
HOFFMAN ELECTRONIC SYSTEMS	1335	746315	350	0917	\$9,304.56
HOME DEPOT	0919	745011	060	8150	\$1,278.53
HOOVER HIGH SCHOOL	0145	745693	030	0172	\$550.00
HORN SHOP THE	0727	746403	030	0168	\$650.00
HORN SHOP THE	0727	746404	030	0168	\$190.00
HORN SHOP THE	0895	TA221076554	030	0100	\$515.00
HOUGHTON MIFFLIN COMPANY	1748	745687	060	6300	\$296.52
HUMAN KINETICS	0335	745632	060	722B	\$2,925.47
HUNGRY BEAR SALES	0701	746462	030	0606	\$1,000.00
HUNGRY HOWIE'S HUNGRY HOWIE'S	0335	742032A 742500	030	0171	\$1,000.00 \$1,000.00
	0335	743500	030	0172 6288	\$1,000.00 \$520.21
	0710	746425	060	6388	\$520.21 \$1.059.97
IMAGESTUFF.COM	0005	746108	030	0171	\$1,058.87

INDEPENDENCE ENVIRONMENTAL SERVICES, LLC	1924	746240	030	0734	\$4,500.00
INSTITUTE FOR EXCELLENCE IN EDUCATION, DBA NATIONAL CHARTER SCHOOLS INSTITUTE	0012	746158	030	0134	\$1,000.00
IT'S MY PARTY	0421	746784	030	0171	\$847.50
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0575	746758	030	0115	\$585.09
J W PEPPER & SONS, INC.	0055	743839	030	0125	\$2,000.00
J W PEPPER & SONS, INC.	0105	745530	030	7090	\$206.75
J W PEPPER & SONS, INC.	0185	746320	030	0125	\$125.00
J W PEPPER & SONS, INC.	0265	745589	030	7090	\$500.00
J W PEPPER & SONS, INC.	0445	746087	030	7090	\$1,900.00
J W PEPPER & SONS, INC.	1060	746243	030	7394	\$500.00
J.T.M. FOOD GROUP	1910	745509	130	5310	\$6,007.68
JACOBSEN, ROBERT	0421	746738	030	7090	\$116.47
JAMECO ELECTRONICS	0055	746430	030	0125	\$104.32
JITTERS	0095	745788	030	7090	\$300.00
JITTERS	0120	746675	030	7090	\$500.00
JITTERS	0430	746385	030	7099	\$1,000.00
JOINT SOUND & COMM. INDUSTRY TRAINING FUND	0710	741590	030	6350	\$546.61
JONES SCHOOL SUPPLY CO.	0320	745934	030	7091	\$58.23
JORGENSEN & COMPANY, INC.	1891	746024	030	0716	\$5,805.94
JUNIOR LIBRARY GUILD	0575	745592	030	0625	\$2,865.68
JUNIOR LIBRARY GUILD	1195	745479	060	3010	\$1,932.47
JUNIOR LIBRARY GUILD	1210	746781	060	3010	\$1,333.94
JUNIOR LIBRARY GUILD	1430	745963	060	3010	\$2,806.29
KALUSTIAN, BRIAN	0208	746739	030	0172	\$138.42
KARKAZIAN, NYRIE	0055	746538	030	0171	\$150.00
KELLY PAPER COMPANY	0230	746203	030	7091	\$278.48
KENT H. LANDSBERG	1891	746801	030	0716	\$1,022.61
KIKKU JAPANESE	0887	745940	030	0140	\$500.00
KIKKU JAPANESE	0930	745727	030	0720	\$200.00
KING KHAN DRILLING	1490	704003A	350	0917	\$182.00
KINGSBURG HIGH SCHOOL	0185	746343	030	0172	\$152.00
KINGSBY, MIRANDA	0535	746368	030	0110	\$368.87
KIWANIS CLUB OF FRESNO	0889	745736	030	0680	\$180.00
KNOWBUDDY RESOURCES	1510	746597	060	3010	\$433.39
KUYPER MCKEITHEN, HEATHER	0727	746308	030	0169	\$87.60
LA IMPERIAL TAQUERIA	0125	746524	030	0171	\$1,950.30
LA TORTA	0850	746132	030	0681	\$250.00
LAKESHORE LEARNING MATERIALS	0005	746658	030	0113	\$1,307.42
	0025	745655	060	3010	\$386.01
LAKESHORE LEARNING MATERIALS	0025	746035	030	7090	\$396.19
	0155	746773	030	0113	\$482.71
LAKESHORE LEARNING MATERIALS	0210	745481	060	6500	\$197.49
LAKESHORE LEARNING MATERIALS	0250	745742	030	7099	\$508.23
LAKESHORE LEARNING MATERIALS	0320	746513	030	7090	\$174.06
LAKESHORE LEARNING MATERIALS	0370	745922	030	7099	\$675.58
LAKESHORE LEARNING MATERIALS	0370	746398	030	7090	\$3,238.80
			500		<i>\$2,200.00</i>

LAKESHORE LEARNING MATERIALS	0465	745582	030	7090	\$508.23
LAKESHORE LEARNING MATERIALS	0575	746227	030	7090	\$890.80
LAKESHORE LEARNING MATERIALS	0765	745964	060	7425	\$3,902.85
LAKESHORE LEARNING MATERIALS	0765	745966	060	7425	\$4,077.73
LAKESHORE LEARNING MATERIALS	1060	746624	030	0752	\$1,783.31
LAKESHORE LEARNING MATERIALS	1305	746623	030	0752	\$193.42
LAKESHORE LEARNING MATERIALS	1320	746711	030	0752	\$732.33
LAKESHORE LEARNING MATERIALS	1410	746338	030	0192	\$446.92
LAKESHORE LEARNING MATERIALS	1410	746339	030	0192	\$463.25
LARRY A. LIVERMORE	0235	745811	030	0172	\$254.80
LARRY A. LIVERMORE	0415	746553	030	0171	\$529.17
LARRY A. LIVERMORE	0575	746304	030	7090	\$228.72
LEARNING A-Z	0090	746488	030	7099	\$5,542.50
LEARNING A-Z	0325	745905	030	7090	\$472.00
LEARNING A-Z	0490	745570	030	7090	\$1,404.00
LEARNING WITHOUT TEARS	0255	746144	030	0110	\$260.12
LEARNING WITHOUT TEARS	0495	745488	030	0110	\$1,458.54
LEARNING WITHOUT TEARS	0495	746081	030	7090	\$2,339.98
LEARNING WITHOUT TEARS	0510	745833	030	7090	\$247.50
LEE'S SERVICE	0055	746496	030	0172	\$562.32
LELA'S PIZZERIA, LLC	0208	746288	080	8210	\$300.00
LELA'S PIZZERIA, LLC	0550	745791	030	0110	\$500.00
LEON ENVIRONMENTAL SERVICES	0920	745869	060	3210	\$2,200.00
LEON ENVIRONMENTAL SERVICES	0920	745872	060	3210	\$2,200.00
LEON ENVIRONMENTAL SERVICES	0920	745875	060	3210	\$2,400.00
LEON ENVIRONMENTAL SERVICES	0920	745877	060	3210	\$1,800.00
LEWIS, KIMBERLY	0320	746810	030	0606	\$32.49
LIBERTY FLAGS, INC.	1891	746753	030	0716	\$5,345.99
LIBERTY HIGH SCHOOL	0055	745605	030	0172	\$300.00
LILY'S CAFE	0701	745715	030	0172	\$300.00 \$1,500.00
LILY'S CAFE	0701	745945	030	0193	\$1,000.00
LINKA CORPORATION	0701	745718	030	0606	\$1,000.00
LINKA CORPORATION	0701		030	0152	
		745862			\$500.00 \$500.00
LOWE'S LOWE'S	0030	746169	030	0171	
	0055	746165	070	0761	\$1,000.00
LOWE'S	0130	745657	030	0173	\$500.00
LOWE'S	0235	746145	030	0171	\$600.00
LOWE'S	0265	746159	030	0171	\$800.00
LOWE'S	0710	746155	030	0152	\$1,000.00
LOWE'S	0710	746421	030	0152	\$1,198.20
LOWE'S	0796	746537	030	0667	\$327.70
LOWE'S	0852	746152	030	0500	\$250.00
LOWE'S	0895	745659	030	0716	\$238.13
LOWE'S	0895	745660	030	0716	\$247.56
LOWE'S	1185	703935A	030	0155	\$6,328.87
LOWE'S	1400	744484	030	7394	\$2,000.00
LOWE'S	1910	746226	130	5310	\$828.51

LOWE'S	1910	746371	130	5310	\$77.36
M & M SCREEN PRINTING	0355	746202	030	7090	\$1,437.65
MACIEL, RACHAEL	0125	746366	030	0124	\$32.36
MACIEL, RACHAEL	0125	746367	030	0124	\$196.70
MADERA COUNTY SCHOOL FOUNDATION	0123	745792	030	0171	\$50.00
MADERA HIGH SCHOOL	0145	745534	030	0172	\$1,150.00
MAGNETAR.US, INC.	0919	746037	060	8150	\$1,000.00
MAKE MUSIC, INC.	0105	745653	030	7090	\$4,276.98
MARCHMASTER, INC.	0727	746771	030	0167	\$677.79
MARENEM, INC.	0135	746147	030	7099	\$375.43
MARISCOS COLIMA	0265	745730	030	0115	\$1,600.00
MARISCOS COLIMA	0385	746674	030	7099	\$2,000.00
MCDANNEL, LISA	0385	745744	030	7099	\$280.36
MCKESSON MEDICAL-SURGICAL	0710	746051	060	6388	\$6,821.70
MCKESSON MEDICAL-SURGICAL	0710	746054	060	6388	\$1,764.25
MCLANE H.S. STUDENT BODY	0421	746409	030	0172	\$380.00
MCLANE HIGH STUDENT BODY	0055	746641	030	0172	\$395.00
MCLANE HIGH STUDENT BODY	0335	746777	030	0172	\$540.00
MEDITERRANEAN GRILL	0810	746464	030	0649	\$600.00
MEDITERRANEAN GRILL	0887	745941	030	0140	\$1,000.00
MEDITERRANEAN GRILL	0930	746187	030	0720	\$500.00
ME-N-ED'S, INC.	0930	746092		0120	\$300.00 \$900.00
			030		
ME-N-ED'S, INC.	0090	745956	080	8210	\$500.00
ME-N-ED'S, INC.	0130	745495	030	0125	\$1,100.00
ME-N-ED'S, INC.	0155	746216	030	0113	\$400.00
ME-N-ED'S, INC.	0165	746481	080	8210	\$600.00
ME-N-ED'S, INC.	0230	746098	030	0171	\$700.00
ME-N-ED'S, INC.	0241	745892	030	0128	\$1,000.00
ME-N-ED'S, INC.	0320	746109	080	8210	\$300.00
ME-N-ED'S, INC.	0335	745881	030	7090	\$450.00
ME-N-ED'S, INC.	0355	746459	030	0172	\$278.09
ME-N-ED'S, INC.	0355	746763	030	7090	\$470.00
ME-N-ED'S, INC.	0385	746678	030	0172	\$1,800.00
ME-N-ED'S, INC.	0395	746287	030	7099	\$1,500.00
ME-N-ED'S, INC.	0395	746465	030	7140	\$450.00
ME-N-ED'S, INC.	0421	741072	030	0125	\$1,000.00
ME-N-ED'S, INC.	0421	745978	030	0172	\$600.00
ME-N-ED'S, INC.	0490	746702	080	8210	\$500.00
ME-N-ED'S, INC.	0530	745799	030	7091	\$999.00
ME-N-ED'S, INC.	0575	746214	030	0171	\$1,000.00
ME-N-ED'S, INC.	0810	745818	030	0141	\$3,240.00
ME-N-ED'S, INC.	0887	745947	030	0140	\$1,000.00
METEOR EDUCATION, LLC	0700	745889	030	0606	\$241.93
METEOR EDUCATION, LLC	1155	745823	350	0913	\$9,869.06
METEOR EDUCATION, LLC	1895	741047	030	0717	\$73.93
MICHAEL COLE ELECTRIC	0320	746493	030	7090	\$350.00
MICHAEL'S STORES	0105	746337	030	0625	\$1,000.00

MICHAEL'S STORES	0895	TA221074223	030	0112	\$515.00
MINUTEMAN PRESS	0710	744774	060	6388	\$351.81
MOBILE MODULAR MGMNT. CORP.	1005	699015	350	0917	\$3,743.01
MONARCH SCREEN PRINTING	0421	746382	030	0172	\$755.79
MONSTER TECHNOLOGY, LLC	0208	746534	030	7090	\$107.27
MY BINDING.COM	0786	745953	060	6500	\$3,710.78
NACSA	0012	746164	030	0134	\$125.00
NASCO EDUCATION, LLC	0130	746661	030	0125	\$169.77
NASCO EDUCATION, LLC	0230	746224	030	7090	\$1,290.10
NASCO EDUCATION, LLC	0421	746154	030	0125	\$516.79
NASCO EDUCATION, LLC	0710	745772	060	6388	\$331.68
NATIONAL RESTAURANT ASSOC.	0710	745829	060	6388	\$1,350.00
NATIONAL RESTAURANT ASSOC.	1910	746218	130	5310	\$1,054.33
NEARPOD, INC.	0195	746485A	030	7090	\$2,600.00
NIMCO, INC.	0385	745641	030	0172	\$786.78
NOVAK EDUCATIONAL CONSULTING, INC.	0765	746667	120	6128	\$4,000.00
OAKTREE PRODUCTS	0785	745943	060	6500	\$3,689.73
OFFICE DEPOT	0005	OD000043787	030	7090	\$200.00
OFFICE DEPOT	0005	OD000043865	030	0113	\$813.00
OFFICE DEPOT	0005	OD000043866	030	0113	\$700.00
OFFICE DEPOT	0005	OD000043964	030	0113	\$1,307.00
OFFICE DEPOT	0005	OD000043965	030	0113	\$650.00
OFFICE DEPOT	0005	OD000043966	030	0113	\$450.00
OFFICE DEPOT	0005	OD000043960	030	0113	\$406.00
OFFICE DEPOT					
	0005	OD000043969	030	0113	\$1,307.00
	0005	OD000043970	030	0113	\$200.00
OFFICE DEPOT	0005	OD000043971	030	0113	\$600.00
OFFICE DEPOT	0005	OD000043973	030	0113	\$300.00
	0020	OD000043181	030	7099	\$7,000.00
OFFICE DEPOT	0025	OD000043788	060	3010	\$200.00
OFFICE DEPOT	0025	OD000043789	060	3010	\$400.00
OFFICE DEPOT	0025	OD000043790	060	3010	\$400.00
OFFICE DEPOT	0025	OD000043867	030	7090	\$100.00
OFFICE DEPOT	0025	OD000043868	030	7090	\$400.00
OFFICE DEPOT	0025	OD000043869	030	7090	\$200.00
OFFICE DEPOT	0025	OD000043870	030	7090	\$400.00
OFFICE DEPOT	0025	OD000043915	030	7090	\$200.00
OFFICE DEPOT	0025	OD000043916	030	7090	\$400.00
OFFICE DEPOT	0025	OD000043917	030	7090	\$400.00
OFFICE DEPOT	0035	OD000043791	060	6500	\$200.00
OFFICE DEPOT	0035	OD000043793	060	6500	\$200.00
OFFICE DEPOT	0045	OD000043809	030	0113	\$848.00
OFFICE DEPOT	0045	OD000043871	030	0113	\$848.00
OFFICE DEPOT	0045	OD000043899	030	0113	\$848.00
OFFICE DEPOT	0045	OD000043900	030	0113	\$348.00
OFFICE DEPOT	0045	OD000043901	030	0113	\$424.00
OFFICE DEPOT	0045	OD000043902	030	0113	\$160.00
	17				

OFFICE DEPOT	0045	OD000043903	030	0113	\$848.00	
OFFICE DEPOT	0045	OD000043904	030	0113	\$548.00	
OFFICE DEPOT	0045	OD000043905	030	0113	\$448.00	
OFFICE DEPOT	0045	OD000043906	030	0113	\$248.00	
OFFICE DEPOT	0045	OD000043907	030	0113	\$424.00	
OFFICE DEPOT	0045	OD000043908	030	0113	\$113.00	
OFFICE DEPOT	0045	OD000043918	030	0113	\$500.00	
OFFICE DEPOT	0045	OD000043919	030	0113	\$848.00	
OFFICE DEPOT	0045	OD000043920	030	0113	\$500.00	
OFFICE DEPOT	0045	OD000043921	030	0113	\$300.00	
OFFICE DEPOT	0045	OD000043922	030	0113	\$848.00	
OFFICE DEPOT	0045	OD000043923	030	0113	\$300.00	
OFFICE DEPOT	0045	OD000043924	030	0113	\$848.00	
OFFICE DEPOT	0045	OD000043925	030	0113	\$648.00	
OFFICE DEPOT	0060	OD000043811	030	0110	\$121.81	
OFFICE DEPOT	0130	OD000043574	030	0171	\$500.00	
OFFICE DEPOT	0135	OD000043798	030	0643	\$2,000.00	
OFFICE DEPOT	0145	OD000043132	030	0625	\$1,000.00	
OFFICE DEPOT	0145	OD000043273	030	7090	\$4,000.00	
OFFICE DEPOT	0145	OD000043841	060	6500	\$200.00	
OFFICE DEPOT	0145	OD000043842	060	6500	\$200.00	
OFFICE DEPOT	0145	OD000043843	060	6500	\$200.00	
OFFICE DEPOT	0145	OD000043844	060	6500	\$200.00	
OFFICE DEPOT	0145	OD000043845	060	6500	\$200.00	
OFFICE DEPOT	0145	OD000043846	030	7090	\$350.00	
OFFICE DEPOT	0145	OD000043847	030	7090	\$350.00	
OFFICE DEPOT	0145	OD000043848	030	7090	\$350.00	
OFFICE DEPOT	0145	OD000043849	030	7090	\$350.00	
OFFICE DEPOT	0145	OD000043850	030	7090	\$350.00	
OFFICE DEPOT	0145	OD000043851	030	7090	\$350.00	
OFFICE DEPOT	0145	OD000043852	030	7090	\$350.00	
OFFICE DEPOT	0145	OD000043853	030	7090	\$350.00	
OFFICE DEPOT	0145	OD000043880	030	7090	\$450.00	
OFFICE DEPOT	0145	OD000043881	030	7090	\$450.00	
OFFICE DEPOT	0145	OD000043882	030	7090	\$350.00	
OFFICE DEPOT	0145	OD000043929	030	7091	\$1,200.00	
OFFICE DEPOT	0145	OD000043930	030	7090	\$350.00	
OFFICE DEPOT	0145	OD000043938	030	7090	\$300.00	
OFFICE DEPOT	0155	OD000043872	030	0113	\$432.55	
OFFICE DEPOT	0170	OD000043806	060	3010	\$56.87	
OFFICE DEPOT	0170	OD000043891	030	7090	\$202.41	
OFFICE DEPOT	0175	OD000043799	030	0110	\$122.90	
OFFICE DEPOT	0200	OD000043800	030	0110	\$161.00	
OFFICE DEPOT	0208	OD000043187	030	7090	\$1,000.00	
OFFICE DEPOT	0208	OD000043810	060	6010	\$1,245.54	
OFFICE DEPOT	0208	OD000043894	060	6010	\$229.07	
OFFICE DEPOT	0225	OD000043910	030	0192	\$500.00	
	10				<i></i>	
	10					

OFFICE DEPOT	0230	OD000043172	030	7090	\$1,000.00	
OFFICE DEPOT	0235	OD000043785	030	0172	\$500.00	
OFFICE DEPOT	0235	OD000043807	030	0172	\$459.39	
OFFICE DEPOT	0235	OD000043864	030	0125	\$143.00	
OFFICE DEPOT	0240	OD000043885	030	0128	\$8,000.00	
OFFICE DEPOT	0241	OD000043612	030	0128	\$5,000.00	
OFFICE DEPOT	0250	OD000043076	030	7090	\$800.00	
OFFICE DEPOT	0290	OD000043876	030	0113	\$1,295.00	
OFFICE DEPOT	0290	OD000043877	030	0113	\$400.00	
OFFICE DEPOT	0290	OD000043878	030	0113	\$350.00	
OFFICE DEPOT	0295	OD000043879	030	0111	\$500.00	
OFFICE DEPOT	0305	OD000043933	060	3010	\$585.02	
OFFICE DEPOT	0320	OD000043776	030	7090	\$267.61	
OFFICE DEPOT	0320	OD000043786	030	7091	\$188.51	
OFFICE DEPOT	0320	OD000043875	030	7090	\$449.61	
OFFICE DEPOT	0335	OD000043673	030	7090	\$49.99	
OFFICE DEPOT	0335	OD000043784	030	0125	\$400.00	
OFFICE DEPOT	0335	OD000043802	030	0125	\$400.00	
OFFICE DEPOT	0335	OD000043859	030	0125	\$300.00	
OFFICE DEPOT	0335	OD000043935	030	0125	\$400.00	
OFFICE DEPOT	0335	OD000043936	030	0125	\$300.00	
OFFICE DEPOT	0335	OD000043937	030	0125	\$400.00	
OFFICE DEPOT	0335	OD000043947	030	7090	\$372.71	
OFFICE DEPOT	0335	OD000043953	030	0125	\$300.00	
OFFICE DEPOT	0335	OD000043954	030	0125	\$300.00	
OFFICE DEPOT	0335	OD000043955	030	0125	\$300.00	
OFFICE DEPOT	0335	OD000043956	030	0125	\$400.00	
OFFICE DEPOT	0335	OD000043957	030	0125	\$400.00	
OFFICE DEPOT	0335	OD000043958	030	0125	\$400.00	
OFFICE DEPOT	0335	OD000043959	060	6500	\$200.00	
OFFICE DEPOT	0335	OD000043960	060	6500	\$200.00	
OFFICE DEPOT	0335	OD000043961	060	6500	\$200.00	
OFFICE DEPOT	0335	OD000043962	060	6500	\$200.00	
OFFICE DEPOT	0335	OD000043963	060	6500	\$200.00	
OFFICE DEPOT	0385	OD000043805	030	0110	\$9,000.00	
OFFICE DEPOT	0395	OD000043779	030	0125	\$1,800.00	
OFFICE DEPOT	0415	OD000041398	030	0115	\$29.99	
OFFICE DEPOT	0415	OD000043883	030	7090	\$936.07	
OFFICE DEPOT	0417	OD000043898	030	7099	\$4,500.00	
OFFICE DEPOT	0420	OD000043888	030	0110	\$177.21	
OFFICE DEPOT	0421	OD000043837	030	0125	\$494.51	
OFFICE DEPOT	0421	OD000043855	030	0625	\$452.47	
OFFICE DEPOT	0421	OD000043860	030	0125	\$173.46	
OFFICE DEPOT	0421	OD000043945	030	7090	\$443.63	
OFFICE DEPOT	0423	OD000043775	030	7090	\$3,000.00	
OFFICE DEPOT	0440	OD000043211	030	0115	\$3,000.00	
OFFICE DEPOT	0445	OD000043782	030	0625	\$5,000.00	
	10					

OFFICE DEPOT	0450	OD000043895	060	6010	\$461.41
OFFICE DEPOT	0455	OD000043949	060	6500	\$200.00
OFFICE DEPOT	0455	OD000043950	060	6500	\$200.00
OFFICE DEPOT	0455	OD000043951	060	6500	\$200.00
OFFICE DEPOT	0455	OD000043952	060	6500	\$200.00
OFFICE DEPOT	0460	OD000043926	030	0110	\$150.00
OFFICE DEPOT	0460	OD000043927	030	0110	\$400.00
OFFICE DEPOT	0500	OD000043795	060	3010	\$950.19
OFFICE DEPOT	0505	OD000043820	060	6500	\$400.00
OFFICE DEPOT	0505	OD000043839	060	6500	\$600.00
OFFICE DEPOT	0530	OD000043804	030	0111	\$500.00
OFFICE DEPOT	0550	OD000043281	030	0110	\$1,000.00
OFFICE DEPOT	0550	OD000043282	030	0110	\$1,000.00
OFFICE DEPOT	0567	OD000043896	060	6010	\$247.27
OFFICE DEPOT	0575	OD000043780	030	7091	\$300.00
OFFICE DEPOT	0575	OD000043781	030	7099	\$300.00
OFFICE DEPOT	0619	OD000043886	030	0138	\$8,000.00
OFFICE DEPOT	0700	OD000043544	060	3010	\$202.00
OFFICE DEPOT	0700	OD000043545	060	3010	\$1,230.00
OFFICE DEPOT	0705	OD000043796	110	6391	\$580.92
OFFICE DEPOT	0705	OD000043863	110	6391	\$5,465.77
OFFICE DEPOT	0710	OD000043418	060	6387	\$29.99
OFFICE DEPOT	0710	OD000043778	030	0152	\$273.67
OFFICE DEPOT	0710	OD000043797	060	6388	\$1,163.21
OFFICE DEPOT	0710	OD000043812	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043813	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043815	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043816	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043817	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043818	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043821	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043822	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043823	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043824	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043825	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043826	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043827	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043828	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043829	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043830	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043831	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043832	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043833	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043834	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043835	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043836	030	0152	\$230.25
OFFICE DEPOT	0710	OD000043856	060	6388	\$190.75
	20				÷

OFFICE DEPOT	0710	OD000043861	060	6388	\$744.17
OFFICE DEPOT	0710	OD000043884	030	0152	\$258.45
OFFICE DEPOT	0710	OD000043887	060	6388	\$389.38
OFFICE DEPOT	0710	OD000043897	030	0152	\$248.55
OFFICE DEPOT	0710	OD000043931	060	6388	\$448.72
OFFICE DEPOT	0710	OD000043932	060	6388	\$194.84
OFFICE DEPOT	0710	OD000043934	060	6388	\$369.27
OFFICE DEPOT	0710	OD000043942	030	0152	\$1,399.70
OFFICE DEPOT	0710	OD000043948	060	6388	\$201.31
OFFICE DEPOT	0785	OD000043783	060	3315	\$1,000.00
OFFICE DEPOT	0785	OD000043803	060	6510	\$2,500.00
OFFICE DEPOT	0786	OD000043913	060	6500	\$199.07
OFFICE DEPOT	0787	OD000043892	060	6500	\$383.19
OFFICE DEPOT	0796	OD000043814	030	0667	\$74.31
OFFICE DEPOT	0810	OD000043125	030	0649	\$6,000.00
OFFICE DEPOT	0850	OD000043688	030	0680	\$1,000.00
OFFICE DEPOT	0850	OD000043838	030	0681	\$500.00
OFFICE DEPOT	0852	OD000043102	030	0679	\$5,000.00
OFFICE DEPOT	0852	OD000043819	030	0500	\$5,000.00
OFFICE DEPOT	0880	OD000043794	670	0300	\$3,000.00 \$1,017.52
OFFICE DEPOT	0895	OD000043854	060	3210	\$216.69
OFFICE DEPOT	1060	OD000043804	030	7394	\$210.09 \$100.00
OFFICE DEPOT	1200	OD000043909	060	3010	\$100.00
OFFICE DEPOT	1200	OD000043873 OD000043801		0192	
			030		\$200.00
	1370	OD000043889	060	3010	\$300.00
	1810	OD000043943	060	3010	\$159.27 \$702.05
OFFICE DEPOT OFFICE DEPOT	1891	OD000043477	030	0716	\$763.65
	1891	OD000043862	030	0716	\$434.12
	1891	OD000043874	030	0716	\$580.64
OFFICE DEPOT OFFICE DEPOT	1891	OD000043893	030	0716	\$277.70
	1891	OD000043911	030	0716	\$1,412.89
	1891	OD000043928	030	0716	\$1,105.17
	1891	OD000043944	030	0716	\$4,743.82
	1891	OD000043972	030	0716	\$1,614.20
	1910	OD000043946	130	9068	\$1,970.98
OLIVIA'S LETTERMAN'S JACKETS	0145	745876	030	7090	\$863.80
ORBACH HUFF SUAREZ & HENDERSON, LLP	1905	746232	030	0690	\$5,000.00
OTICON, INC.	0788	746198	060	6500	\$581.46
OTICON, INC.	0788	746199	060	6500	\$581.46
OVERDRIVE, INC.	0335	746007	030	0625	\$2,000.00
OVERDRIVE, INC.	0415	745454	030	0625	\$1,000.00
OVERDRIVE, INC.	0421	746242	030	0625	\$2,000.00
PACIFIC COAST SUPPLY, LLC	0919	746181	060	8150	\$2,031.56
PACIFIC GAS & ELECTRIC CFM/PPC	1561	745761	350	0913	\$8,989.26
PACIFICA PIZZA/OLIVE	0170	746055	030	0171	\$400.00
PALOMINOS CATERING	0030	745874	030	0114	\$486.00
PARTY WORKS/ BLACKSTONE	0445	745353	030	0171	\$1,000.00

PARTY WORKS/ W. SHAW	0230	746722	030	0171	\$500.00
PARTY WORKS/ W. SHAW	0320	746354	080	8210	\$100.00
PATRICK'S MUSICETC.	0727	746311	030	0168	\$130.00
PE UNIFORMS R US	0415	745694	030	7090	\$3,288.92
PEACE WORKS, INC.	0025	746029	030	7090	\$400.00
PEACE WORKS, INC.	0025	746030	030	7090	\$400.00
PEACE WORKS, INC.	0025	746031	030	7090	\$400.00
PEACE WORKS, INC.	0025	746032	030	7090	\$2,000.00
PEACE WORKS, INC.	0155	746039	030	7090	\$2,000.00
PEACE WORKS, INC.	0208	745805	030	0171	\$2,000.00
PEACE WORKS, INC.	0235	745804	030	0171	\$300.00
PEACE WORKS, INC.	0270	746042	030	0113	\$613.70
PEACE WORKS, INC.	0290	746249	030	0113	\$395.00
PEACE WORKS, INC.	0320	746401	030	7090	\$518.99
PEACE WORKS, INC.	0325	746103	030	7090	\$3,200.00
PEACE WORKS, INC.	0460	742614	030	7090	\$500.00
PEACE WORKS, INC.	0480	746131	030	0172	\$2,000.00
PEACE WORKS, INC.	0490	746547	080	8210	\$1,500.00
PEACE WORKS, INC.	0895	TA221029903A	030	0112	\$515.00
PEARSON ASSESSMENTS	0421	746086	030	0125	\$557.03
PEARSON ASSESSMENTS	0770	744193	060	6500	\$486.24
PEARSON ASSESSMENTS	0785	745860	060	6500	\$9,033.88
PEGBOARD	0055	745599	030	0171	\$250.00
PEGBOARD	0123	746614	030	0171	\$395.00
PEPA'S MEXICAN RESTAURANT	0045	745893	030	7090	\$647.00
PERFORMANCE HEALTH SUPPLY, INC.	0788	746130	060	6500	\$494.91
PERFORMANCE HEALTH SUPPLY, INC.	0788	746133	060	6500	\$394.04
PERMA BOUND	0700	745942	060	3010	\$3,531.67
PERMA BOUND	0505	746151	060	3010	\$3,167.51
PERMA BOUND	0505	746153	060	3010	\$3,531.67
PESI, INC.	0228	745787	030	0644	\$3,531.67 \$127.59
PETUNIA'S PLACE	0220		060	3010	\$400.00
PETUNIA'S PLACE	0105	745551	030		\$400.00 \$1,000.00
PETUNIA'S PLACE		746352		0625	
	0208	745952	030	0110	\$300.00 \$500.00
PETUNIA'S PLACE PETUNIA'S PLACE	0235	745606	030	0625	\$500.00 \$520.10
	0320	745935	030	7090	\$530.10
	0340	745543	060	3010	\$2,000.00
	0415	740432	030	0625	\$500.00
PETUNIA'S PLACE	0417	745608	030	0625	\$611.52
PETUNIA'S PLACE	0421	742696	030	0625	\$2,000.00
PETUNIA'S PLACE	0895	TA221041005	030	0112	\$515.00
PETUNIA'S PLACE	0895	TA221066776	030	0112	\$515.00
PETUNIA'S PLACE	1160	746543	060	3010	\$500.00
PETUNIA'S PLACE	1365	745523	060	3010	\$700.00
PETUNIA'S PLACE	1435	746666	060	3010	\$500.00
PHONAK, LLC	0788	746111	060	6500	\$1,260.85
PHONAK, LLC	0788	746128	060	6500	\$664.68

PHONAK, LLC	0788	746136	060	6500	\$664.68
PHONAK, LLC	0788	746189	060	6500	\$2,513.14
PHONAK, LLC	0788	746192	060	6500	\$2,513.14
PIONEER ATHLETICS	1891	746095	030	0716	\$8,055.51
PLASTIC CONNECTIONS, INC.	1910	740843	130	5310	\$208.87
PLATINUM GROUP, THE	1910	744114	130	5310	\$4,116.43
PLAY WITH A PURPOSE	0290	746229	030	0113	\$466.59
PLAYSCRIPTS, INC.	0335	745908	030	0125	\$826.11
PLAYSCRIPTS, INC.	0727	745832	030	0167	\$680.06
POCKET NURSE MEDICAL SUPPLIES	0670	746558	110	3555	\$862.46
POSITIVE PROMOTIONS, INC.	0090	745936	080	8210	\$1,259.95
POSITIVE PROMOTIONS, INC.	0365	746327	030	0110	\$320.51
POSITIVE PROMOTIONS, INC.	0420	746010	030	7099	\$372.60
POSITIVE PROMOTIONS, INC.	0490	745777	080	8210	\$1,212.52
POSITIVE PROMOTIONS, INC.	0510	746217	030	0110	\$475.87
POSITIVE PROMOTIONS, INC.	0535	746146	030	7099	\$291.07
POSITIVE PROMOTIONS, INC.	0567	746560	030	7099	\$1,128.18
POSTMASTER	0895	745485	030	0716	\$265.00
PRE SORT CENTER OF STOCKTON, INC.	0711	745944	110	6390	\$700.00
PRENTKE ROMICH COMPANY	0788	746442	060	6500	\$189.62
PRINTASAURUS, LLC	0145	743829A	060	6386	\$4,000.00
PRINTASAURUS, LLC	0235	746644	030	0172	\$780.35
PRINTFORLESS.COM	0725	745780	030	0175	\$1,063.35
PRO SOCCER, INC.	0421	745987	030	0172	\$2,499.63
PROFESSIONAL UTILITY LOCATING	1565	745695	350	0917	\$700.00
PROJECT LEAD THE WAY, INC.	0055	746434	030	7090	
					\$4,400.00 \$050.00
PROJECT LEAD THE WAY, INC.	0170	746535	060	3010	\$950.00 \$950.00
PROJECT LEAD THE WAY, INC.	0445	745576	060	3010	\$950.00
PRO-SCREEN, INC. SIGNS & GRAPHICS	0260	746802	030	7099	\$1,477.94
PRO-SCREEN, INC. SIGNS & GRAPHICS	0325	746803	030	0172	\$5,310.10
PRO-SCREEN, INC. SIGNS & GRAPHICS	0575	746253	030	7099	\$8,742.14
PRUDENTIAL OVERALL SUPPLY	0919	746437	060	8150	\$215.83
PS PRODUCTIONS	0265	746322	030	0172	\$1,200.00
QUIA CORPORATION	0100	745726	030	7090	\$99.00
QUIA CORPORATION	0100	746489	030	7140	\$99.00
QUIA CORPORATION	0100	746490	030	7140	\$99.00
R/G AWARD SYSTEMS	0145	745868	030	0172	\$2,500.00
R/G AWARD SYSTEMS	0235	745870	030	0172	\$1,083.50
R/G AWARD SYSTEMS	0440	746056	030	0115	\$1,500.00
RAINDANCE PRESS, INC.	0310	746348	060	3010	\$941.80
RAYMOND GEDDES & CO., INC.	0005	746350	030	0110	\$312.05
READ NATURALLY	0025	745835	060	3010	\$479.34
RECREATIONAL SURFACE REPAIR	0919	746260	060	8150	\$9,740.00
REEDLEY HIGH SCHOOL	0235	746120	030	0172	\$100.00
REFRIGERATION SUPP. DIST.	0919	745737	060	8150	\$2,537.45
REFRIGERATION SUPPLIES DISTRIBUTOR	1421	746182	140	6205	\$1,598.16
REGENTS OF THE UNIVERSITY OF MINNESOTA	0188	746736	030	7090	\$599.00

REGISTRATIONS FOR YOU	0145	745786	060	6386	\$790.00
REGISTRATIONS FOR YOU	0145	745897	060	6386	\$3,160.00
REHABMART, LLC, DBA REHABMART.COM	0788	745929	060	6500	\$246.76
REHABMART, LLC, DBA REHABMART.COM	0788	746448	060	6500	\$1,160.43
REV ROBOTICS, LLC	0887	745998	030	0143	\$1,394.27
REVERE PACKAGING	1910	746274	130	5310	\$5,935.41
RICHARDS INSTITUTE OF	0727	745859	030	0167	\$4,000.00
RICOH USA, INC.	0140	RL00007507	030	0110	\$627.22
RICOH USA, INC.	0230	RL00007506	030	0124	\$8,765.95
RICOH USA, INC.	0265	746491	030	7090	\$54.78
RICOH USA, INC.	0295	RL00007123	030	7090	\$2,246.00
RICOH USA, INC.	0335	RL00007151	030	0110	\$231.13
RICOH USA, INC.	0335	RL00007151	030	7090	\$1,582.27
RICOH USA, INC.	0335	RL00007503	030	0171	\$1,055.50
RICOH USA, INC.	0415	RL00007189	030	7091	\$728.13
RICOH USA, INC.	0895	RL00007256	030	0716	\$9,804.56
RICOH USA, INC.	0897	RL00007228	030	0716	\$56.04
RIGHETTI HIGH SCHOOL	0055	746075	030	0172	\$525.00
RIGHT NOW COURIERS	0805	743348	030	0140	\$376.00
ROBOTSHOP, INC.	0887	746036	030	0143	\$478.47
ROCKY MOUNTAIN CHOCOLATE FACTORY	0619	746321	030	0138	\$2,500.00
RONALD C. HILL	0812	745588	030	0137	\$888.00
ROOSEVELT HIGH STUDENT BODY	0145	745878A	030	0172	\$250.00
ROOSEVELT HIGH STUDENT BODY	0235	746076	030	0172	\$160.00
ROOSEVELT HIGH STUDENT BODY	0335	746015	030	0172	\$240.00
ROTARY STORYLAND	0725	746509	030	0173	\$500.00
ROTARY STORYLAND	0785	746600	060	6510	\$600.00
RUSH ADVERTISING	0881	745604	670	0841	\$5,000.00
RUSH ADVERTISING	0919	745984	060	8150	\$2,263.43
RUSH ADVERTISING	0919	746361	060	8150	\$3,000.00
S & S SPORT WORLDWIDE	0790	746478	060	6010	\$490.06
S & S WORLDWIDE	0175	746595	060	6010	\$736.68
S & S WORLDWIDE	0220	746596	060	6010	\$371.81
S & S WORLDWIDE	0255	746017	060	6010	\$246.60
S & S WORLDWIDE			060		
S & S WORLDWIDE	0480	746040 746730		6010 7425	\$1,575.58 \$252.87
S & S WORLDWIDE S & S WORLDWIDE	0790		060	7425	\$252.87
	0790	746737	060	7425	\$87.17
	1060	746717	030	0752	\$42.26
	1165	746716	030	0752	\$270.89
S & S WORLDWIDE	1195	746714	030	0752	\$451.47
S & S WORLDWIDE	1200	746718	030	0752	\$1,709.51
S & S WORLDWIDE	1200	746719	030	0752	\$545.86
S & S WORLDWIDE	1305	746712	030	0752	\$1,046.50
S & S WORLDWIDE	1320	746713	030	0752	\$662.44
S & S WORLDWIDE	1320	746715	030	0752	\$262.68
SAFE & CIVIL SCHOOLS	0810	745827	030	0649	\$900.00
SAFE & CIVIL SCHOOLS	0810	746390	030	0640	\$300.00

SAFE & CIVIL SCHOOLS	0810	746390	030	0641	\$300.00
SALEH, WILLIAM B. CO.	0919	746785	060	8150	\$9,714.00
SALEH, WILLIAM B. CO.	0920	746799	030	0188	\$2,422.00
SALEHI, SEAN	0727	745968	030	0168	\$86.84
SALEM ENGINEERING GROUP, INC.	1155	694765	350	0913	\$8,811.00
SALEM ENGINEERING GROUP, INC.	1235	745696	350	0917	\$3,476.00
SALEM ENGINEERING GROUP, INC.	1395	695461	350	0917	\$525.00
SAN JOAQUIN IMPERIAL	0889	746324	030	0709	\$1,829.63
SAN JOAQUIN MEMORIAL	0725	746121	030	0172	\$6,000.00
SAN JOAQUIN RIVER PARKWAY	0725	746505	030	0172	\$2,090.00
SAN LUIS OBISPO HIGH SCHOOL	0055	746706	030	0170	\$250.00
SANGER HIGH SCHOOL	0421	746514	030	0172	\$250.00 \$350.00
	0786	745894	060	3326	\$2,691.00
SAVVAS LEARNING COMPANY, LLC	0320	699070E	060	6500	\$173.45
SAVVAS LEARNING COMPANY, LLC	0395	746302	060	722D	\$105.31
SAVVAS LEARNING COMPANY, LLC	0700	746626	030	0606	\$5,694.17
SAVVAS LEARNING COMPANY, LLC	0700	746627	030	0606	\$5,694.17
SAVVAS LEARNING COMPANY, LLC	0700	746629	030	0606	\$2,847.08
SAVVAS LEARNING COMPANY, LLC	0700	746699	060	7425	\$4,800.00
SC INCORPORATED	0421	746413	030	0172	\$1,230.23
SCANTRON CORPORATION	0055	746082	030	0125	\$908.11
SCHOLASTIC BOOK FAIRS, INC.	0030	746495	030	0624	\$1.00
SCHOLASTIC BOOK FAIRS, INC.	0090	745958	030	7091	\$5,000.00
SCHOLASTIC BOOK FAIRS, INC.	0510	745502	080	8210	\$2,921.31
SCHOLASTIC, INC.	0208	746475	060	6010	\$211.19
SCHOLASTIC, INC.	0460	746149	060	3010	\$89.83
SCHOLASTIC, INC.	0700	745631	060	3210	\$8,228.78
SCHOLASTIC, INC.	0700	745645	060	3210	\$9,494.75
SCHOLASTIC, INC.	0700	745667	060	3210	\$658.30
SCHOLASTIC, INC.	0700	745676	060	3210	\$9,241.55
SCHOLASTIC MAGAZINE	0185	746594	030	0125	\$142.86
SCHOOL HEALTH CORPORATION	0230	746251	030	0120	\$250.75
SCHOOL HEALTH CORPORATION	0230		030	7090	\$230.73 \$379.90
		746452			
SCHOOL HEALTH CORPORATION	0423	745836	030	0115	\$272.69
SCHOOL HEALTH CORPORATION	0552	746326	060	9017	\$1,138.65
SCHOOL HEALTH CORPORATION	0730	746696	060	9017	\$5,673.49
SCHOOL HEALTH CORPORATION	0785	745598	060	3315	\$176.28
SCHOOL HEALTH CORPORATION	0895	TA221066244	030	0112	\$515.00
SCHOOL NEWSPAPERS ONLINE	0145	745577	030	7090	\$375.50
SCHOOL OUTFITTERS	0295	746593	030	7090	\$1,281.02
SCHOOL OUTFITTERS	0490	745839	030	0110	\$6,452.61
SCHOOL SERVICES OF CALIF. INC.	0765	745926	030	0192	\$390.00
SCHOOL SERVICES OF CALIF. INC.	0890	746723	030	0708	\$780.00
SCHOOL SPECIALTY, LLC	0552	746647	030	0133	\$3,241.79
SCHOOL SPECIALTY, LLC	0025	746542	030	7090	\$200.00
SCHOOL SPECIALTY, LLC	0070	745664	030	7090	\$2,233.90
SCHOOL SPECIALTY, LLC	0155	745536	030	0113	\$432.55

SCHOOL SPECIALTY, LLC	0155	746774	030	0113	\$609.00
SCHOOL SPECIALTY, LLC	0210	745775	060	6500	\$192.86
SCHOOL SPECIALTY, LLC	0235	745724	030	0171	\$400.00
SCHOOL SPECIALTY, LLC	0335	746598	030	0125	\$1,000.00
SCHOOL SPECIALTY, LLC	0335	746664	030	0125	\$300.00
SCHOOL SPECIALTY, LLC	0380	746663	060	6500	\$200.00
SCHOOL SPECIALTY, LLC	0455	746255	030	0171	\$400.01
SCHOOL SPECIALTY, LLC	0710	745516	030	0152	\$996.34
SCHOOL SPECIALTY, LLC	1155	746358	350	0913	\$7,013.50
SCHOOL SPECIALTY, LLC	1220	745522	030	0192	\$296.61
SCHOOL SPECIALTY, LLC	1891	743979	030	0716	\$1,808.21
SCHOOL SPECIALTY, LLC	1891	746294	030	0716	\$267.62
SCHOOL SPECIALTY, LLC	1891	746680	030	0716	\$6,483.66
SELPA ADMINISTRATORS ASSOC.	0785	746643	060	6500	\$1,300.00
SHIFFLER EQUIPMENT SALES, INC.	1335	746419	350	0913	\$3,065.95
SHOPK12, INC.	0255	746474	030	0110	\$735.03
SIERRA PACIFIC H.S.	0335	745885	030	0172	\$240.00
SIERRA RUNNING COMPANY	0335	744071A	030	7090	\$1,000.00
SIGNMAX	1561	746379	350	0917	\$591.60
SIMONIAN FARMS	0430	745709	080	8210	\$661.50
SOCCER EXPRESS	0430	746019	030	0172	\$930.67
	0395	746020	030	0172	\$568.51 \$246.70
SONOVA USA, INC.	0788	746137	060	6500 7000	\$216.70
SOUND CONTRACTING, INC.	0105	745904	030	7090	\$667.73
	0145	745656	030	0123	\$390.00
SOUND CONTRACTING, INC.	0260	745841	030	7099	\$2,730.00
SOUND CONTRACTING, INC.	0295	746742	030	7090	\$390.00
SOUND CONTRACTING, INC.	0440	746090	030	7090	\$590.00
SOUND CONTRACTING, INC.	0852	746041	030	0679	\$390.00
SOUTHEAST FRESNO COMMUNITY	0860	746275	030	0693	\$1,500.00
SOUTHPAW ENTERPRISES	0785	746561	060	6500	\$557.92
SOUTHPAW ENTERPRISES	0785	746585	060	6500	\$1,252.92
SPINITAR	0045	746651	030	7090	\$975.13
SPINITAR	0120	745538	030	7090	\$1,725.20
SPINITAR	0145	745879	030	0125	\$1,105.00
SPINITAR	0145	746635	030	7090	\$2,425.63
SPINITAR	0200	746650	030	0172	\$357.54
SPINITAR	0235	746205	030	7090	\$1,072.63
SPINITAR	0255	746652	030	7099	\$715.09
SPINITAR	0422	746805	030	7090	\$377.54
SPINITAR	0435	745698	030	0110	\$2,513.57
SPINITAR	0510	746396	030	0110	\$108.34
SPINITAR	0565	745758	060	3010	\$888.37
SPINITAR	0790	745612	060	7425	\$2,881.98
SPORT SCOPE, INC.	0055	746536	030	0172	\$92.10
STALLION ATHLETIC BOOSTERS	0055	746077	030	0172	\$375.00
STANBURY UNIFORMS	0727	746388	060	3210	\$4,334.00

STAR AUTISM SUPPORT, INC.	0220	746772	030	7090	\$627.26
STAR AUTISM SUPPORT, INC.	0220	746772	030	7091	\$627.25
STARFALL PUBLICATIONS	0175	745537	030	7090	\$270.00
STATE ARCHITECT, DIVISION OF	1250	746349	350	0913	\$5,466.05
STATE ARCHITECT, DIVISION OF	1335	746829	350	0916	\$3,924.33
STATE ARCHITECT, DIVISION OF	1395	746207	350	0917	\$164.18
STEWART, ADELE	0220	745580	030	0111	\$245.49
STEWART, ADELE	0220	745581	030	0111	\$179.55
STRATEGIC MECHANICAL, INC.	1140	703901B	140	6205	\$5,996.16
STRATEGIC MECHANICAL, INC.	1920	703909	030	0188	\$5,099.37
SUNNYSIDE HIGH ASB	0145	745699	030	0172	\$500.00
SUNNYSIDE TROPHY, INC.	0480	746163	030	0171	\$200.00
SWH MIMI'S CAFE, LLC, DBA MIMI'S CAFE	0415	745712	030	7090	\$450.00
SYSCO OF CENTRAL CALIFORNIA	1891	746754	030	0716	\$1,314.50
SYSCO OF CENTRAL CALIFORNIA	1910	745748	130	5310	\$7,126.40
SYSCO OF CENTRAL CALIFORNIA	1910	745749	130	5310	\$7,942.40
SYSCO OF CENTRAL CALIFORNIA	1910	746686	130	5310	\$1,677.26
TACOS MARQUITOS, INC.	0235	740433	030	7090	\$2,000.00
TAM+CZ ARCHITECTS, INC.	1395	460436A	350	0916	\$5,000.00
TENNIS EXPRESS LP	0241	746027	030	0128	\$418.72
TENNIS WAREHOUSE	0235	745483	030	0172	\$1,611.81
TEXTBOOK WAREHOUSE, LLC	0617	746482	060	3010	\$68.13
TEXTBOOK WAREHOUSE, LLC	0617	746592	060	3010	\$78.01
TEXTBOOK WAREHOUSE, LLC	0796	746518	030	0667	\$219.30
TEXTBOOK WAREHOUSE, LLC	0810	746625	030	0649	\$234.96
TFH (USA) LTD.	0290	746231	030	0113	\$68.51
THARY KY, DBA KH DONUTS FANTASY	0700	746383	030	0606	\$500.00
THE HOME DEPOT PRO	1891	741714	030	0716	\$709.90
THE HOME DEPOT PRO	1910	745909	130	5310	\$6,560.59
THE HOME DEPOT PRO	1910	746546	130	5310	\$4,614.08
THE HOME DEPOT PRO	1910	746743	130	5310	\$1,069.96
THE HOME DEPOT PRO	1910	746744	130	5310	\$5,493.35
THE HOME DEPOT PRO	1910	746745	130	5310	\$2,593.21
THE MOWERS EDGE	0445	746101	030	7099	\$1,965.36
THE MOWERS EDGE	0895	745658	030	0716	\$699.40
THE MOWERS EDGE	0919	746307	060	8150	\$1,098.97
THE MOWERS EDGE	1920	746375	030	0734	\$286.03
THE MOWERS EDGE	1920	746377	030	0734	\$858.09
THE PIZZA PIT	0435	745743	080	8210	\$520.00
THE WYRICK BOOK CO.	0105	746237	030	0625	\$765.79
THERAPY SHOPPE, INC.	0150	745720	030	7090	\$252.24
THINKING COLLABORATIVE, LLC	0701	745521	060	3010	\$568.08
TIM R TRULL ELECTRIC, INC.	1290	746263	350	0917	\$6,064.00
TIM R TRULL ELECTRIC, INC.	1435	746264	350	0917	\$2,665.00
TIME FOR KIDS	0250	745888	030	7090	\$1,314.50
TIME FOR KIDS	0490	745861	030	7090	\$1,980.00
TOLLESON'S GOLF CAR, INC.	0335	746637	030	0125	\$1,500.00

TOUCHMATH, LLC	0255	746162	030	0110	\$408.39
TRANE COMPANY	0919	746258	060	8150	\$5,654.24
TRANE COMPANY	1421	746313	140	6205	\$4,689.49
TRAUMA RESOURCE INSITUTE	0810	745824	030	0649	\$4,950.00
TROPICALE FOODS, INC.	0230	743299	030	0172	\$700.00
TROXELL COMMUNICATIONS	0210	746806	030	7090	\$188.67
TROXELL COMMUNICATIONS	0235	745501	030	7090	\$155.72
TROXELL COMMUNICATIONS	0710	745578	030	0194	\$1,880.17
TROXELL COMMUNICATIONS	0710	746239	060	6388	\$3,769.40
UCRIGHT.COM, INC.	0886	746808	030	0140	\$2,045.00
UCRIGHT.COM, INC.	0923	746807	060	8150	\$9,562.00
ULINE	0125	746365	030	0124	\$204.40
ULINE	0220	746575	030	0110	\$384.28
ULINE	0710	746431	030	0152	\$2,805.63
ULINE	0710	746634	060	6388	\$2,325.03
ULINE	0920	746359	060	7422	\$3,580.92
ULINE	1891	746636	030	0716	\$43.61
US FOODS, INC.	1910	743931	130	5310	\$86.80
US FOODS, INC.	1910	743938	130	5310	\$20.91
US FOODS, INC.	1910	744300A	130	5310	\$154.07
US FOODS, INC.	1910	746469	130	5310	\$236.47
VAL PRINT	0889	746058	030	0709	\$3,500.00
VALLARTA FOOD ENTERPRISES	0055	746059	030	0125	\$300.00
VALLARTA FOOD ENTERPRISES	0055	746752	030	0172	\$500.00
VALLARTA FOOD ENTERPRISES	0070	746138	030	7091	\$300.00
VALLARTA FOOD ENTERPRISES	0090	745951	080	8210	\$500.00
VALLARTA FOOD ENTERPRISES	0095	745784	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0100	746221	060	6010	\$91.00
VALLARTA FOOD ENTERPRISES	0100	746762	060	6010	\$65.00
VALLARTA FOOD ENTERPRISES	0130	746328	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0130	746601	030	0125	\$250.00
VALLARTA FOOD ENTERPRISES	0140	746587	030	0172	\$250.00
VALLARTA FOOD ENTERPRISES	0145	746679	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0185	746325	030	0625	\$250.00
VALLARTA FOOD ENTERPRISES	0188	746466	030	7091	\$370.00
VALLARTA FOOD ENTERPRISES	0210	745890	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0210	746521	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0230	746701	030	0124	\$750.00
VALLARTA FOOD ENTERPRISES	0235	746057	030	0171	\$700.00
VALLARTA FOOD ENTERPRISES	0241	745883	030	0128	\$250.00
VALLARTA FOOD ENTERPRISES	0250	745500	030	7099	\$100.00
VALLARTA FOOD ENTERPRISES	0270	745977	030	0113	\$300.00
VALLARTA FOOD ENTERPRISES	0305	745783	030	0110	\$200.00
VALLARTA FOOD ENTERPRISES	0320	745774	030	0110	\$100.00
VALLARTA FOOD ENTERPRISES	0335	746532	030	7090	\$600.00
VALLARTA FOOD ENTERPRISES	0355	746139	030	7091	\$150.00
VALLARTA FOOD ENTERPRISES	0380	746683A	060	6500	\$200.00

VALLARTA FOOD ENTERPRISES	0385	745781	030	7090	\$600.00
VALLARTA FOOD ENTERPRISES	0395	741581	030	7099	\$1,400.00
VALLARTA FOOD ENTERPRISES	0415	745949	030	7090	\$400.00
VALLARTA FOOD ENTERPRISES	0417	745763	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0421	745782	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0421	746277	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0423	745769	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0423	746045	030	0114	\$200.00
VALLARTA FOOD ENTERPRISES	0430	745646	030	0110	\$200.00
VALLARTA FOOD ENTERPRISES	0440	746334	030	7091	\$500.00
VALLARTA FOOD ENTERPRISES	0445	745503	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0445	745505	030	0171	\$750.00
VALLARTA FOOD ENTERPRISES	0445	746520	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0445	746681	030	7090	\$330.00
VALLARTA FOOD ENTERPRISES	0455	746117	030	0171	\$400.00
	0490	745779	030	7090	\$2,000.00
	0567	746432	030	7099	\$300.00
	0575	746219	030	7090	\$1,000.00
VALLARTA FOOD ENTERPRISES	0701	746278	030	0193	\$200.00
VALLARTA FOOD ENTERPRISES	0725	745821	030	0173	\$350.00
VALLARTA FOOD ENTERPRISES	0727	746290	030	0169	\$60.00
VALLARTA FOOD ENTERPRISES	0785	746682	060	3385	\$200.00
VALLARTA FOOD ENTERPRISES	0796	746555	030	0667	\$1,000.00
VALLARTA FOOD ENTERPRISES	0852	746063	030	0315	\$100.00
VALLARTA FOOD ENTERPRISES	0852	746065	030	0315	\$100.00
VALLARTA FOOD ENTERPRISES	0852	746067	030	0315	\$100.00
VALLARTA FOOD ENTERPRISES	0852	746069	030	0315	\$100.00
VALLARTA FOOD ENTERPRISES	0852	746071	030	0315	\$100.00
VALLARTA FOOD ENTERPRISES	0852	746072	030	0315	\$100.00
VALLARTA FOOD ENTERPRISES	0852	746073	030	0315	\$100.00
VALLARTA FOOD ENTERPRISES	0852	746074	030	0315	\$200.00
VALLARTA FOOD ENTERPRISES	0930	746190	030	0720	\$250.00
VALLEY DECORATING COMPANY	0215	746515	030	0172	\$102.40
VALLEY DECORATING COMPANY	0335	745900	030	0172	\$1,000.00
VALLEY DECORATING COMPANY	0445	745526	030	0172	\$1,000.00
VALLEY FENCE COMPANY	0919	746790	060	8150	\$2,216.00
VANG, KAREN	0790	746741	030	0180	\$25.90
VARIAN, DIANE	0215	746435	030	0171	\$90.89
VARSITY BRANDS HOLDING CO., INC.	0145	746611	030	0125	\$1,026.79
VARSITY BRANDS HOLDING CO., INC.	0155	746351	030	0110	\$3,400.51
VARSITY BRANDS HOLDING CO., INC.	0155	746351	030	0172	\$3,400.49
VARSITY BRANDS HOLDING CO., INC.	0165	746399	030	0172	\$409.37
VARSITY BRANDS HOLDING CO., INC.	0185	745873	030	0761	\$2,263.77
VARSITY BRANDS HOLDING CO., INC.	0185	745875	070	0172	\$2,203.77 \$221.05
VARSITY BRANDS HOLDING CO., INC.					
	0235	746833	030	0172	\$1,151.83 \$572.28
VARSITY BRANDS HOLDING CO., INC.	0235	746835	030	0172	\$573.38 \$647.04
VARSITY BRANDS HOLDING CO., INC.	0285	745617	030	0172	\$647.04

VARSITY BRANDS HOLDING CO., INC.	0305	745762	030	0172	\$500.28
VARSITY BRANDS HOLDING CO., INC.	0385	746708	030	0643	\$1,722.70
VARSITY BRANDS HOLDING CO., INC.	0395	746453	030	0172	\$2,818.62
VARSITY BRANDS HOLDING CO., INC.	0395	746456	030	7090	\$2,024.88
VARSITY BRANDS HOLDING CO., INC.	0395	746456	060	722D	\$1,466.30
VARSITY BRANDS HOLDING CO., INC.	0415	745616	030	0172	\$1,000.00
VARSITY BRANDS HOLDING CO., INC.	0415	745955	030	0172	\$1,299.99
VARSITY BRANDS HOLDING CO., INC.	0445	745540	030	7099	\$6,181.42
VARSITY BRANDS HOLDING CO., INC.	0445	745615	030	0115	\$351.88
VARSITY BRANDS HOLDING CO., INC.	0465	746285	030	0110	\$3,272.55
VARSITY BRANDS HOLDING CO., INC.	0535	746209	030	0172	\$3,407.14
VARSITY SPIRIT FASHION & SUPPLIES	0445	745613	030	0172	\$647.53
VENTURA TV, INC.	0852	746254	030	0679	\$1,708.68
VERBAL JUDO INSTITUTE, INC.	0703	745413A	060	7311	\$2,000.00
VEX ROBOTICS	0100	745810	030	7090	\$547.23
VIKING ENTERPRISES	1070	742965	350	0917	\$740.00
VINCENT COMMUNICATIONS, INC.	0260	746492	030	7099	\$311.96
VINCENT COMMUNICATIONS, INC.	0395	743578	030	7099	\$400.00
VINCENT COMMUNICATIONS, INC.	0440	745967	030	7090	\$584.93
VINCENT COMMUNICATIONS, INC.	0725	745891	030	0173	\$571.55
WALSWORTH PUBLISHING COMPANY, INC.	0208	745858	080	8210	\$840.00
WARDS NATURAL SCIENCE, INC.	0395	745697	060	722D	\$724.30
WARDS NATURAL SCIENCE, INC.	0395	746467	030	0125	\$462.33
WARDS NATURAL SCIENCE, INC.	0395	746468	030	0125	\$362.15
WARDS NATURAL SCIENCE, INC.	0710	745831	060	6388	\$425.19
WASHINGTON UNION HIGH SCHOOL	0145	745700	030	0172	\$425.00
WECO SUPPLY CO.	0055	742731	030	0171	\$600.00
WHEELOCK, JULIE	0787	745579	060	6500	\$144.66
WOO, T. S. DISTRIBUTING	0230	743304	030	0172	\$500.00
XIT SOLUTIONS	0235	745654	030	7090	\$577.00
YELLOW DOG SIGNS & GRAPHICS	0435	743253	030	7099	\$500.00
YONDR, DBA FOCALLY, LLC	0102	745731	030	7090	\$2,583.70

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX	xxxx	XXXX	XXXX	XXXX	XXXX

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0976	2002A Refunding Measure A & K	1045	Birney Elementary
0977	2004B Refunding Measure A & K	0855	Board Of Education
0679	231 Grant-Adult Education	1855	Board Of Education
0504	504 Coordinator	0708	Bookstore-Adult Education
0681	ABE-Adult Education	0055	Bullard High School
0002	Academy for Civil & Entrepreneurial	1055	Bullard High School
	Leadership	0060	Bullard Talent K-8
0005	Addams Elementary	1060	Bullard Talent K-8
1005	Addams Elementary	0070	Burroughs Elementary
0553	Addicott	1070	Burroughs Elementary
1553	Addicott	0875	Business Services Administration
1950	Addicott-Maintenance & Operations	0075	Calwa Elementary
0705	Administration-Adult Education	1075	Calwa Elementary
1705	Administration-Adult Education	0230	Cambridge
0237	Adult Transition Program on Fairmont	1230	Cambridge
1237	Adult Transition Program on Fairmont	0726	Campus Culture
0755	African American Academic Acceleration	0710	Career / Vocational Education
0010	(A4) Ahwahnee Middle School	1710	Career / Vocational Education
1010	Ahwahnee Middle School	1709	Caregiver Training-Adult Education
0619	Alternative Education	0851	CART
1577	Alternative Education Facility	1851	CART
0015	Anthony Elementary	0503	Carter C. Woodson Public Charter
1015	Anthony Elementary	0080	Carver K-8
0020	Ayer Elementary	1080	Carver K-8
1020	Ayer Elementary	0799	Categorical Indirect
0025	Aynesworth Elementary	0089	Ceasar Chavez
1025	Aynesworth Elementary	1089	Ceasar Chavez
0030	Baird Middle	0090	Centennial Elementary
1030	Baird Middle	1090	Centennial Elementary
0535	Bakman Elementary	1914	Central Processing Facility
1535	Bakman Elementary	0012	Charter School
0035	Balderas Elementary	1012	Charter School
1035	Balderas Elementary	0715	Children's Centers
0880	Benefits & Risk Management	0703	Classified Development
0040	Bethune Elementary	0706	College & Career Readiness
1040	Bethune Elementary	0095	Columbia Elementary
0045	Birney Elementary	1095	Columbia Elementary
00+3	Difficy Deficitally		

July 2019

a								
	FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT		
	XXX (3)	XXXX (4)	(4)	XXXX (4)	(4)	XXXX (4)		
1	(4)	J	and the second s		1			
EPT	DEPARTN	MENT NAME	C	DEPT	DEPARTME	NT NAME		
)098	Comm-Phoe	enix Elementary	/	1140	Eaton Elementa	ry		
098	Comm-Phoe	enix Elementary	7	0145	Edison High Sc	hool		
796		and Family En	gagement	1145	Edison High Sc	hool		
	Network	D1 / / 1	1.5.1	1143	Education Cent	er Canteen		
0711	-	Education-Adu	ilt Education	1961		er-Maintenance &		
860	-	Information			Operations			
860	•	Information		0865	Educational Ass			
100	Computech			1865	Educational Ass			
100	Computech			0618	Elementary Div			
105	Cooper Mid			0616	Elementary Div			
105	Cooper Mid			0785	Elementary-Spe			
)426	Creative Alt			1785	Elementary-Spe	cial Education		
0700	Curriculum/	Instruction		0781	Elementary-Speech Language Patho			
700	Curriculum/	Instruction		1781	Elementary-Spe	ech Language Patho		
110	Dailey Elem	entary		0921	Energy Manage	ment		
110	Dailey Elem	entary		1921	Energy Manage	ment		
120	Del Mar Ele	mentary		0758	English Learner	Services		
120	Del Mar Ele	mentary		1758	English Learner	Services		
123	Design Scien	nce High Schoo	ol	0924	Environmental	Services		
123	Design Scien	nce High Schoo	ol	1924	Environmental	Services		
125	Dewolf High	1 School		0852	Equity & Access			
125	Dewolf High	n School		0150	Ericson Elementary			
077	Dewolf Wes	t		1150	Ericson Elementary			
663	District & So	chool Accounta	bility	0675	ESL-Adult Edu	cation		
798	District Initia	atives		1675	ESL-Adult Edu	cation		
798	District Intia	tives		0155	Ewing Elementa	ary		
130	Duncan Poly	technical		1155	Ewing Elementary			
130	Duncan Poly	technical		0790	Extended Learning			
722	E Street Serv	vices		1790	Extended Learning			
722	E Street Serv	vices		0725	Extracurricular & Co-curricular			
767	Early Learni	ng Center		0905		Facilities Management & Planning		
767	Early Learning Center			1905	Facilities Management & Planning			
765	Early Learni	ng Department		0160	Figarden Elementary			
765	-	ng Department		1160	Figarden Elementary			
135	Easterby Ele			0890	Fiscal Services			
135	Easterby Ele	•		1890	Fiscal Services			
140	Eaton Eleme	-		0910	Food Services			

r			I sheetseldense die geneelende				
Ļ	FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	ОВЛЕСТ	
	XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	
L	(3)	L					
DEPT		MENT NAMI	£	DEPT	DEPARTMEN	NT NAME	
1910	Food Servic			1220	Holland Elemer	ntary	
0165	Forkner Eler	mentary		0225	Homan Elemen	tary	
1165	Forkner Ele	•		1225	Homan Elemen	tary	
0170	Fort Miller l			0227	Homeless		
1170	Fort Miller I	Middle		0235	Hoover High So	chool	
0175	Fremont Ele	ementary		1235	Hoover High So	chool	
1175	Fremont Ele	ementary		0713	HSS-Gain Exce	ss Cost-Adult Educ	
0176	Fresno Adve	entist		0930	Human Resourc	es	
0181	Fresno City	College		1930	Human Resourc	es	
1181	Fresno City	College		0748	IMS		
0185	Fresno High	School		1748	IMS		
1185	Fresno High	School		0601	Instructional Division - Academic Of		
0188	Fulton			1601	Instructional Division - Academic Of		
1188	Fulton			0655	Instructional Le	adership	
0575	Gaston B Rı	therford Middl	le School	1744	Instructional Me	-	
1575	Gaston B Ru	therford Middl	e School	0744	Instructional Me	edia	
0190	GATE Offic			0250	Jackson Elementary		
0674	GED Testin	g-Adult Educat	ion	1250	Jackson Elementary		
0682	GED-Adult	-		0326	JE Young Annex		
0200	Gibson Elen			1326	JE Young Annex		
1200	Gibson Elen	•		0240	JE Young Independent Study		
0205	Ginsburg	5		1240	JE Young Independent Study		
1205	Ginsburg			0255	Jefferson Eleme	•	
0893	•	urces/Developr	nent	1255	Jefferson Eleme	5	
0915	Graphics Ce	-		0257	Kepler Charter	incur y	
0510	Greenberg E			0260	King Elementar	v	
1510	Greenberg E	•		1260	King Elementary		
0208	Hamilton	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		0265	Kings Canyon N	•	
1208	Hamilton			1265	e .		
0730	Health Servi	Ces		0270	Kings Canyon Middle School		
0210	Heaton Elen			1270	Kirk Elementary		
210	Heaton Elen	-		0285	Kirk Elementary Kratt Elementary		
0215	Hidalgo Eler	•		1285		-	
1215	Hidalgo Eler Hidalgo Eler	-		0935	Kratt Elementary		
0660	-	Administration		1935	Labor Relations Labor Relations		
	High School		1	0290	Labor Relations		
1655							

Ĩ		1			T		
-	FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT	
	XXX	XXXX	XXXX	XXXX	XXXX		
L	(3)	(4)	(4)	(4)	(4)	(4)	
DEPT	DEPARTN	AENT NAMI	C	DEPT	DEPARTMEN	NT NAME	
0295	Lawless Ele		_	1900	Operational Ser		
1295	Lawless Ele	mentary		0361	Our Lady Of Vi	ctory	
0702	Leadership I	Development		0780	PACE Program		
0305	Leavenwort	h Elementary		1912	Packaging Cent	er	
1305	Leavenwort	h Elementary		0676	Parent Educatio	n-Adult Educati	
1870	Legal Servic	ces		0796	Parent Universi	ty	
0310	Lincoln Eler	mentary		0889	Payroll Departn	nent	
1310	Lincoln Eler	mentary		0127	Phillip J Patino	School of	
0788	Low Incider	nce-Special Edu	acation		Entreprenuershi	▲	
0315	Lowell Elen	nentary		1127	Phillip J Patino		
1315	Lowell Elen	nentary		0102	Entreprenuershi Phoenix Second		
0896	Mail Room			1102	Phoenix Secondary		
0320	Malloch Ele	mentary		0919	Plant Maintenance		
1320	Malloch Ele	mentary		1919	Plant Maintenar		
0787	Managemen	t-Special Educa	ation	0920		nce & Operation	
1787	Managemen	t-Special Educa	ation	1920	Plant Maintenance & Operations		
0195	Manchester	GATE Elemen	tary	0365	Powers Elementary		
1195	Manchester	GATE Elemen	tary	1365	Powers Elementary		
0325	Mayfair Eler	mentary		0810	Prevention & Intervention		
1325	Mayfair Eler	mentary		1810	Prevention & Intervention		
0330	McCardle E	lementary		1280	Pride Intervention		
1330	McCardle E	lementary		0302	Professional Learning		
0335	McLane Hig	gh School		1302	Professional Learning		
1335	McLane Hig	gh School		0770	Psychological & Guidance		
0812	Men's/Wom	en's Alliance		0895	Purchasing		
0615	Middle Scho	ool		1895	Purchasing		
1615	Middle Scho	ool		0370	Pyle Elementary	7	
0750	Migrant			1370	Pyle Elementary		
0340	Muir Elemer	ntary		0552	Rata		
1340	Muir Elemer	ntary		1552	Rata		
0727		al and Performi	ng Arts	1958	Rata-Maintenance & Operations		
1578	New Southe			0775	Regional Occupation Program		
0355	Norseman E	-		0712	Restaurant-Adult Education		
1355	Norseman E	-		0811	Restorative Justice		
0530	Olmos Elem	-		1811	Restorative Justice		
1530	Olmos Elem	•		0380	Robinson Eleme		
0900	Operational	Services		1380	Robinson Eleme	-	

July 2019

	FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	овлест	
	XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	
DEPT 0385	DEPARTN Roeding Ele	MENT NAMI	2	DEPT 1576	DEPARTMEN Southeast High		
1385	Roeding Ele	-		1437	Southeast Inters		
0395	Roosevelt H	igh School		0661	Special Projects		
1395	Roosevelt H	igh School		0428	St Anthony		
0400	Roosevelt So	chool of the Ar	ts	0429	St Helens		
1400	Roosevelt So	chool of the Ar	ts	0422	Starr Elementar	у	
0410	Rowell Elen	nentary		1422	Starr Elementar	•	
1410	Rowell Elen	nentary		0795	State & Federal	•	
0891	Salaries & B	Benefits		0430	Storey Elementa	ary	
1891	Salaries & B	enefits		1430	Storey Elementa	•	
0892	Salaries & B	Benefits Suppler	mental	0805	Student Records	•	
1892		enefits Suppler		0421	Sunnyside High School		
0412	San Joaquin			1421	Sunnyside High School		
0415	Scandinavia	n Middle Schoo	ol	0435	Sunset Elementary		
1415	Scandinavia	n Middle Schoo	ol	1435	Sunset Elementary		
0617	School Lead	ership		0850	Superintendent		
0970	School Safet	-		0840	Support Services		
1970	School Safet	•		0701	Teacher Development		
0853	School Supp	•		1701	Teacher Development		
0635	Secondary D			0887	Technology Learner Support		
1635	Secondary D	Division		0886	Technology Network Data Cent		
0680	•	Adult Education	l	0885	Technology Services		
0786	•	pecial Education		1885	Technology Services		
1786	•	pecial Education		0440	Tehipite Middle School		
0782	•	peech Languag		1440	Tehipite Middle		
1782	•	peech Languag		0923	Telecommunications		
0664	Security Off			1923	Telecommunica	tions	
0417	Sequoia Mid			0445	Tenaya Middle	School	
1417	Sequoia Mid			1445	Tenaya Middle		
0797	SES - Choice			0423	Terronez Middle School		
0560	Site M-Oran	ge/Butler		1423	Terronez Middle School		
1560	Site M-Oran	-		0450	Thomas Elementary		
1561	Site Ventura	-		1450	Thomas Elementary		
0420	Slater Eleme			0455	Tioga Middle School		
1420	Slater Eleme	-		1455	Tioga Middle So		
0554	Southeast El	•		0794	Transfers Office		
1554	Southeast El	•		1984	Transfers: Buyb		

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX	XXXX	XXXX	XXXX	XXXX	XXXX
(3)	(4)	(4)	(4)	(4)	(4)

DEPT **DEPARTMENT NAME**

1986	Transfers: Designated Health
1987	Transfers: EPA

- 1982 Transfers: Lottery - Continuation
- 1980 Transfers: Lottery - Elementary
- 1983 Transfers: Lottery - JE Young
- 1981 Transfers: Lottery - Music
- Transfers: Preschool 6105 to 0192 1991
- 1985 Transfers: Professional Learning Column
- 1990 Transfers: SPED - 3310 to 6500
- 1989 Transfers: SPED - Baseline Intervention
- 0925 Transportation 0460 Turner Elementary
- 1460 Turner Elementary
- 0463 Valley Arts and Science Academy
- 0462 Valley Preparatory Academy Charter
- 0567 Vang Pao Elementary
- 1567 Vang Pao Elementary
- 0465 Viking Elementary
- 1465 Viking Elementary
- 0470 Vinland Elementary
- 1470 Vinland Elementary
- 0670 Vocational Ed-Adult Education
- 0897 Warehouse
- 1897 Warehouse
- Wawona Middle School 0475
- 1475 Wawona Middle School
- 0480 Webster Elementary
- 1480 Webster Elementary
- 0881 WellPath
- 0550 Williams Elementary
- 1550 Williams Elementary
- 0485 Wilson Elementary
- 1485 Wilson Elementary
- 0490 Winchell Elementary
- 1490 Winchell Elementary
- 0495 Wishon Elementary
- 1495 Wishon Elementary

DEPT **DEPARTMENT NAME**

0500	Wolters Elementary
1500	Wolters Elementary
0565	Yokomi Elementary
1565	Yokomi Elementary
0505	Yosemite Middle School

1505 Yosemite Middle School

Fresno Unified School District Board Agenda Item

Board Meeting Date: January 12, 2022

AGENDA ITEM B-15

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

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

TITLE AND SUBJECT: Hold Public Hearing Regarding the Redistricting of Trustee Areas within Fresno Unified and Adopt Proposed Trustee Area Map

ITEM DESCRIPTION: The purpose of the public hearing is to continue discussing the redistricting of Trustee Areas within Fresno Unified School District and receive public input and testimony regarding appropriate criteria and boundary revisions to the proposed six (6) draft maps. At the conclusion of the hearing, the Board expects to take action and adopt a trustee area plan.

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

PREPARED BY: David Chavez, Chief of Staff

CABINET APPROVAL: David Chavez Chief of Staff

DIVISION: Superintendent's Office PHONE NUMBER: (559) 457-3566

SUPERINTENDENT APPROVAL:

Roht J. n.h.

NOTICE OF PUBLIC HEARING

FRESNO UNIFIED SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Board of Trustees of the Fresno Unified School District to receive public input and testimony regarding revisions to the District's trustee area plan. Education Code § 5019.5 requires each district that elects its governing board "by-trustee area" to adjust the trustee area plan following the release of the Census. The Board will consider plans based on the 2010 Census.

The public hearing is scheduled as follows:

<u>DATE</u> :	<u>TIME</u> :	LOCATION:
January 12, 2022	5:45 p.m.	Fresno Unified School District Board of Education Chambers 2309 Tulare St Fresno, CA 93721

The public hearing will take place as a part of a regular Board of Education meeting. This is the second of two scheduled public hearings. The Board anticipates taking final action to adopt a trustee area plan at the close of the public hearing.

Please contact David Chavez at (559) 457-3566 or david.chavez@fresnounified.org, or visit the District's redistricting website at https://board.fresnounified.org/redistricting/, for more information.





Redistricting Draft Maps

Dr. Jeff Tilton, Senior Consultant National Demographics Corporation

January 12, 2022

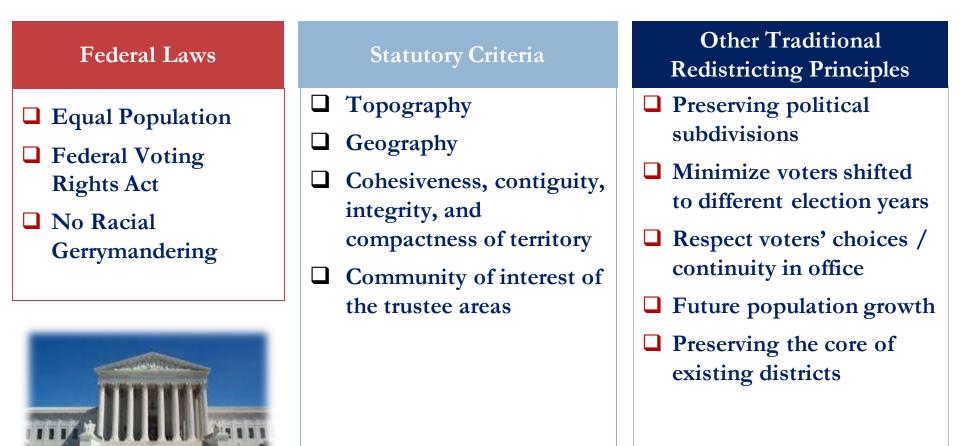
Redistricting Process

Step	Description
Census Data Releases	 Census Bureau releases official 2020 Census population data – Aug. 12 California's official 'prisoner-adjusted' 2020 redistricting data – Sept. 21, 27
Public Hearing September 15, 2021	• Educate, solicit input on the communities in the Trustee Areas
Public Hearing October 27, 2021	• Educate, solicit input on the communities in the Trustee Areas
Public Hearing December 8, 2021	• Discuss, revise draft map(s), if necessary
Public Hearing January 12, 2022	 Discuss, determine final map Discuss, determine election sequencing, if necessary
Legal Deadline February 28, 2022	• First election using new areas will be November 2022



Dates/times subject to change

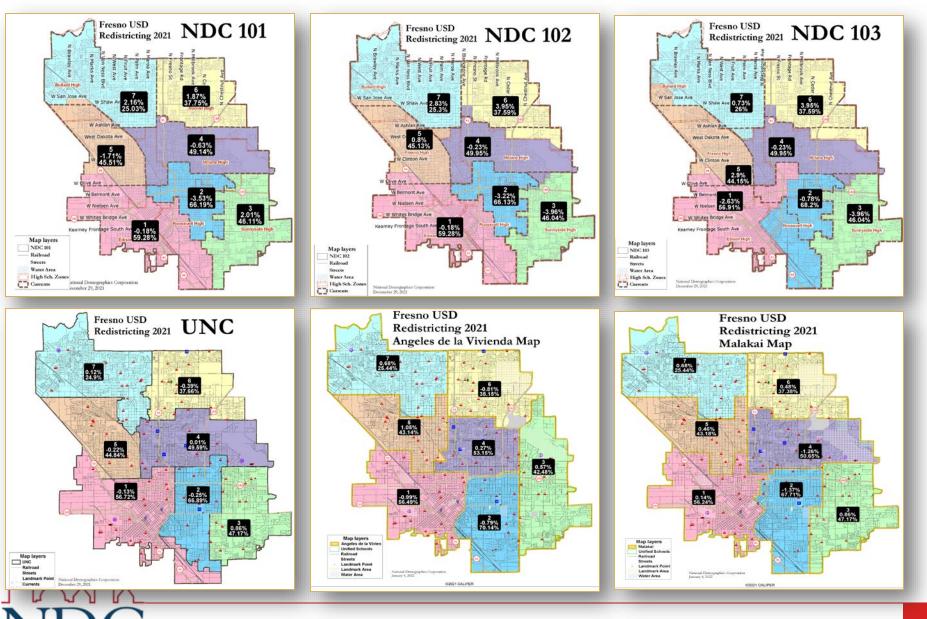
Redistricting Rules and Goals



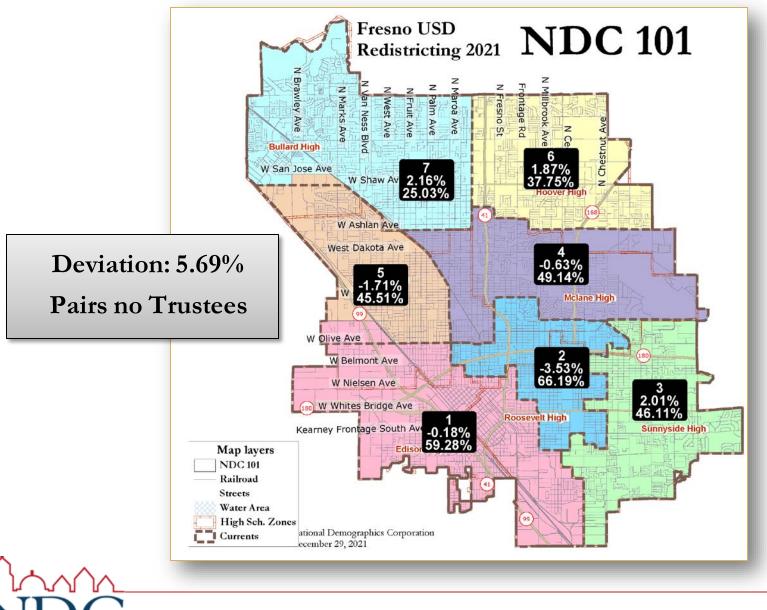
2020 Census

	1	2	3		4	5	6	7
2020 Census	53,847	54,883	3 58,0	34	56,529	57,008	57,954	59,972
Difference	-3,043	-2,007	1,1	44	-361	118	1,064	3,082
Difference %	-5.35%	-3.53%	2.01	1%	-0.63%	0.21%	1.87%	5.42%
Ideal: 56,890 Deviation: 10.77%								
	1	2	3	4	5	6	7	Total
Hispanic	68.46%	74.32%	58.14%	58.98	% 58.51	45.48%	6 33.91%	56.45%
NH White	9.70%	7.07%	11.75%	19.57	% 22.25	5% 31.22%	6 46.79%	21.55%
NH Black	12.44%	5.12%	7.28%	6.91	% 9.67	% 7.59%	6.17%	7.85%
NH Asian	6.68%	11.52%	20.57%	11.37	% 6.13	% 11.70%	9.74%	11.15%
	1	0	0	4	-	1	7	Tatal
CVAP		2	3	4	5	6	7	Total
Hispanic	59.62%	66.19%	46.11%	49.14	% 45.59	9% 37.75%	6 25.63%	44.81%
NH White	15.72%	12.38%	21.56%	31.20	% 33.96	6% 44.56%	6 58.14%	33.97%
NH Black	16.85%	5.88%	8.61%	8.79	% 13.21	l% 5. 9 2%	6.83%	9.25%
NH Asian	6.58%	14.30%	22.59%	9.22	% 5.98	% 9.99 %	8.23%	10.60%

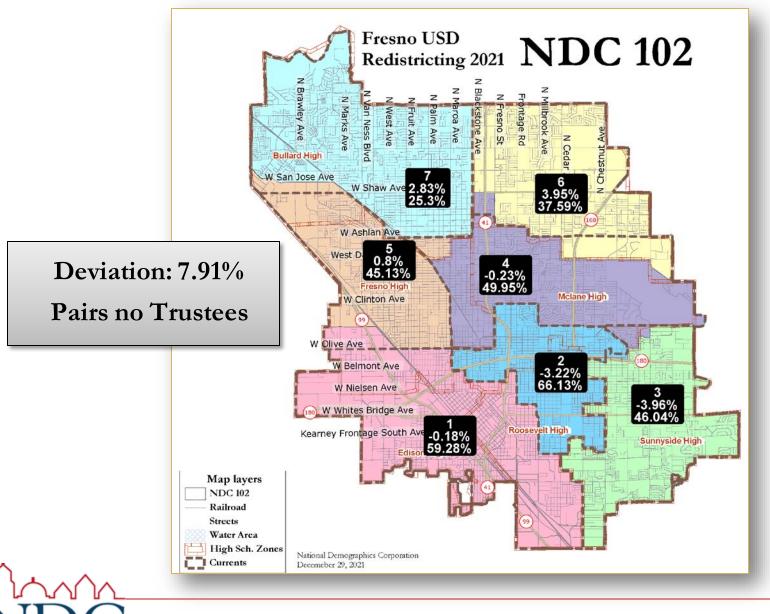
The Draft Maps



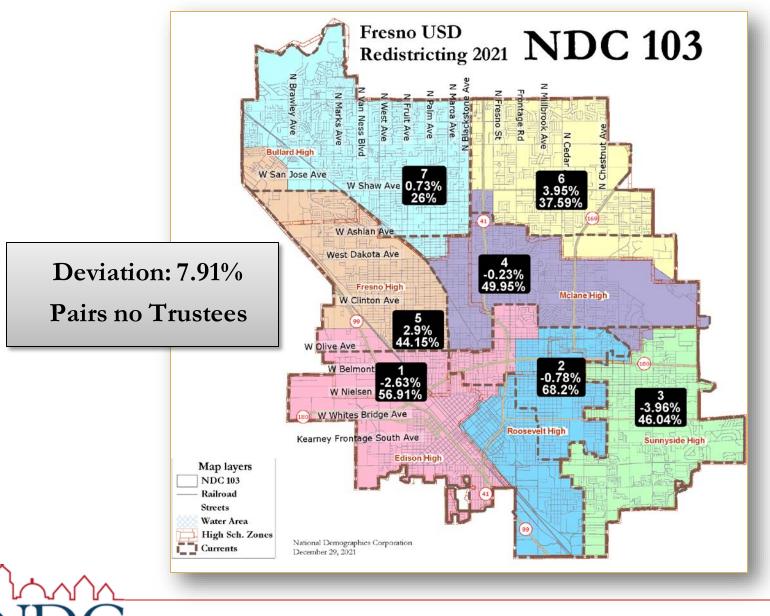
NDC 101



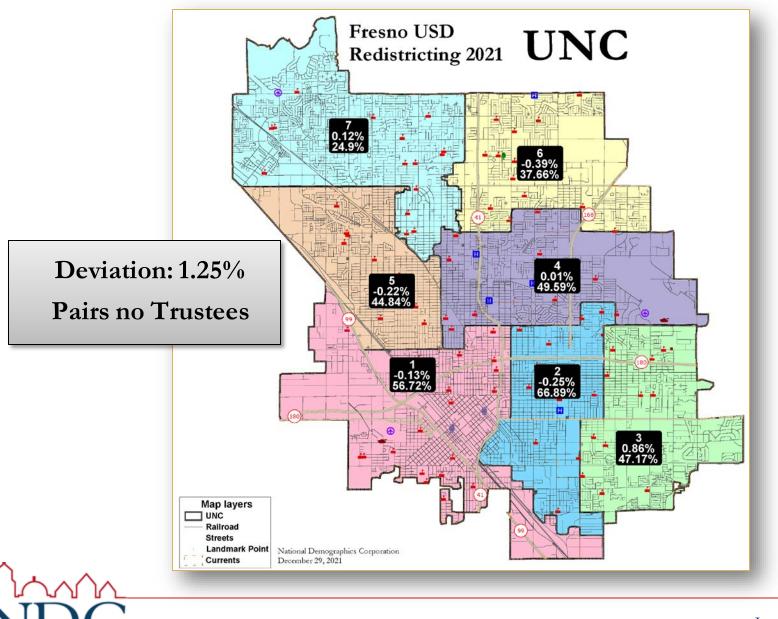
NDC 102



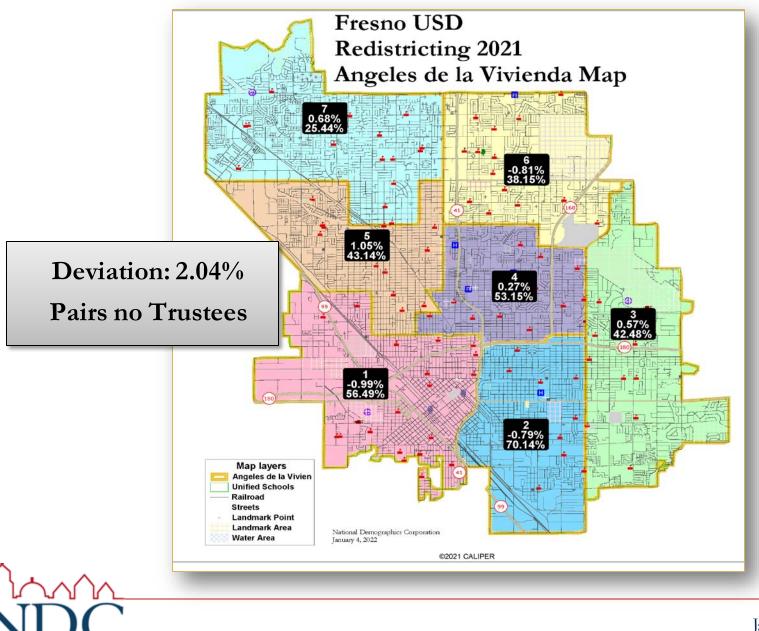
NDC 103



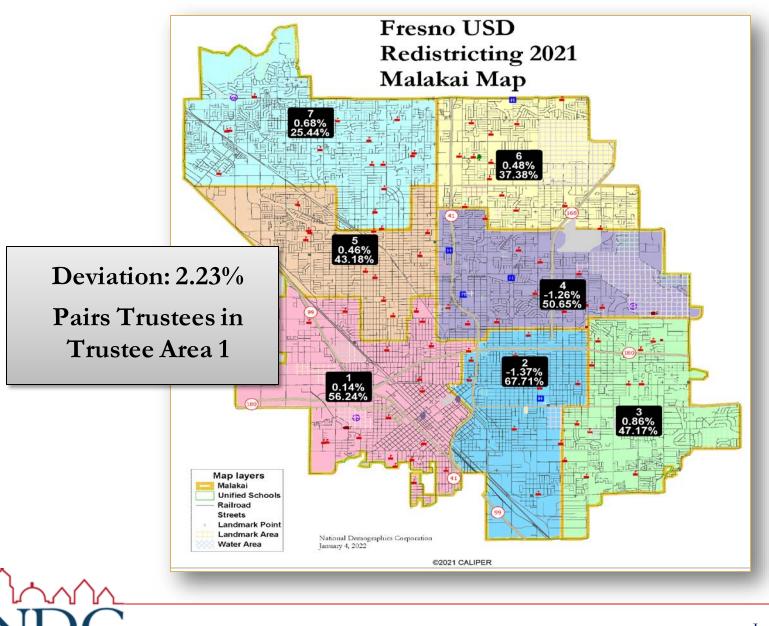
Una Nueva California



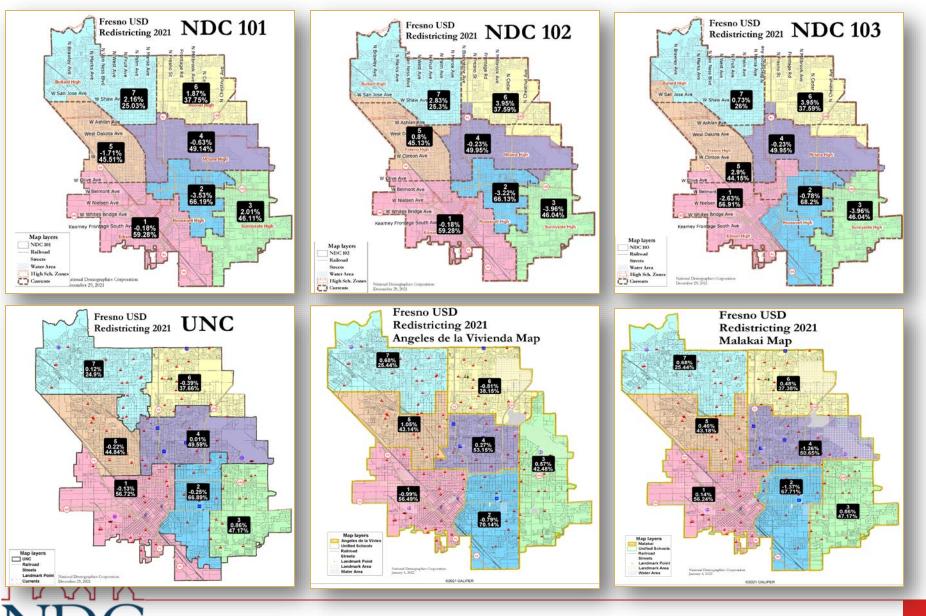
Angeles de la Vivienda



Malakai



Discussion/Action



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

A Resolution by the Governing Board of the Fresno Unified School District ("Board") to Re-align the Boundaries of Areas from Which Members of the Board Will Be Elected **RESOLUTION NO. 21-16**

A Resolution by the Governing Board of the Fresno Unified School District ("Board") to Re-align the Boundaries of Areas from Which Members of the Board Will Be Elected.

RECITALS

1. The Fresno Unified School District ("District") currently elects each member of its governing board "by-trustee area", *i.e.*, "by the registered voters of the that particular area" in which the candidate resides (Educ. Code. § 5030(b)); and

2. California Education Code § 5019.5 requires each school district using trustee area elections to readjust those trustee boundaries in the year following the release of a new Census, to ensure compliance with constitutional equal population requirements; and

3. The Census Bureau released the 2020 Census redistricting data on August 12, 2021; and

4. The California Statewide Database at UC Berkeley released an "adjusted" version of the Census redistricting data, as required by Elections Code § 21003 and Government Code § 8253(b), on September 21, 2021, with a corrected version of those adjusted data released on September 27, 2021; and

5. Those corrected, adjusted Census data have been "validated" by the Demographic Research Unit of the Department of Finance as provided by Education Code § 5019.5; and

6. The District retained an experienced demographic consulting firm, National Demographics Corporation ("NDC"), and experienced legal counsel, to advise it on the process of readjusting its trustee area boundaries; and

7. On September 15, 2021, the Board and the public received a presentation from the District's legal counsel regarding the procedures and legal and

policy criteria governing redistricting and a preliminary assessment of the demographics of the current trustee areas using the then-available unadjusted Census data; and

8. On October 27, 2021, the Board and public received an additional presentation from the District's legal counsel and from NDC regarding legal and policy criteria and regarding the current demographics of the District's existing trustee areas under the 2020 census, reflecting the data as adjusted by the Statewide Database; and

9. Those final data show that the "total deviation" of the populations of the current trustee areas is 10.77%, slightly exceeding the 10% maximum that the United States Supreme Court has identified as permissible to comply with constitutional equal population requirements, necessitating adjustments to equalize the areas' boundaries; and

10. Following the presentations on October 27, the Board received comment from the public regarding appropriate revisions to the trustee area boundaries and provided instructions to the District's demographic consultants and legal counsel regarding the preparation of mapping options for consideration by the Board at subsequent meetings; and

11. On December 8, 2021, the District's legal counsel presented three draft maps—NDC 101, NDC 102, and NDC 103—prepared by the District's demographic consultants in accordance with the following criteria:

- The boundaries of the trustee areas shall be realigned so that the trustee areas are equal in population as defined by law.
- The boundaries of the trustee areas shall not be gerrymandered in violation of the principles established by the United States Supreme Court in *Shaw v. Reno*, 509 U.S. 630 (1993), and its progeny.
- The boundaries of the trustee areas shall be realigned so that the trustee areas do not result in a denial or abridgement of the right of any citizen to vote on account of race or color as provided in Section 2 of the federal Voting Rights Act.
- The boundaries of the trustee areas shall observe communities of interest, developed primarily around the District's high school attendance areas as reflected in the Master Facility Plan, but also including the current trustee areas, rural or urban populations, municipalities, social interests, agricultural, industrial or service industry interests, and the like, insofar as practicable.
- The boundaries of the trustee areas shall be compact, insofar as practicable.

- The boundaries of the trustee areas shall be created to contain cohesive, contiguous territory, insofar as practicable.
- The boundaries of the trustee areas may observe topography and geography, such as the existence of mountains, flat land, forest lands, man-made geographical features such as highways and canals, etc. as natural divisions between districts, insofar as practicable.
- Unless otherwise required by law, the trustee areas shall be created using whole census blocks.
- The boundaries of the trustee areas may avoid the "pairing" of incumbents in the same trustee area, insofar as this does not conflict with the constitution and laws of the State of California and the United States.

12. Following counsel's presentation of the draft maps on December 8, 2021, the Board held a duly-noticed public hearing to seek public comment with respect to those three plans; and

13. As part of its redistricting process, the Board approved several methods of enabling the public to submit proposed maps for the Board's consideration, including paper mapping kits with population figures and two online mapping programs—Maptitude Online Redistricting and Dave's Redistricting App ("DRA"_—all of which could be accessed on the District's redistricting website, https://board.fresnounified.org/redistricting/; and

14. Two public maps were submitted using DRA on December 3, 2021, after the deadline for consideration at the December 8 meeting—one designated as the "Malakai FUSD 2021 Redistricting Map" (hereafter "Malakai") and the other designated as the "Angeles de la Vivienda FUSD 2021 Redistricting Map" (hereafter "ADV"); and

15. On December 23, 2021, a sixth map was submitted to the District for the Board's consideration using Dave's Redistricting App—a map identified as the "Una Nueva California Fresno Unified School District Map" (hereafter "UNC"); and

16. At the regular Board meeting on January 12, 2022, the District's demographic consultants and legal counsel presented the newly-submitted Malakai, ADV, and UNC maps to the Board, along with further review of NDC 101, NDC 102 and NDC 103; and

17. Following the presentation on January 12, the Board held a second duly-noticed public hearing to receive additional input from the public; and

18. The Board has considered all public comments on the plans; and

19. The populations in the proposed trustee areas of all six draft trustee area plans are substantially equal, in compliance with legal requirements; and

20. Section 2 of the Voting Rights Act, 52 U.S.C. § 10301, prohibits the use of any voting qualification, or prerequisite to voting, or standard, practice, or procedure in a manner which results in a denial or abridgement of the right of any citizen of the United States to vote on account of race or color, and all six draft trustee area plans comply with Section 2 of the Voting Rights Act; and

21. The plans are generally drawn to reflect, primarily, the District's high school attendance areas, but also the cores of the existing trustee areas to the extent possible, while still complying with equal population requirements and federal and state law; and

22. The plans are drawn to be compact and to contain cohesive, contiguous territory to the extent possible; and

23. Five of the six plans—all except the Malakai plan—avoid the "pairing" of incumbent trustees; and

24. The Board prefers the trustee area boundaries in proposed Plan _____, incorporated herein.

NOW, THEREFORE, BE IT RESOLVED as follows:

A. That the above recitals are true and correct.

B. That the Board hereby adopts a revision to its current trustee area boundaries and adopts Plan ______, attached hereto as Exhibit "A" and incorporated herein by this reference, for use at the District's November 2022 election and subsequent elections until a further re-alignment is required pursuant to Education Code § 5019.5, following the release of the 2030 Census.

C. That the Superintendent and/or his designee take all actions necessary to notify the Fresno County Elections Department of the Board's determination forthwith and provide whatever assistance may be required by the Elections Department to complete the process.

D. That because the new redistricting plan may contain technical anomalies caused by errors in the 2020 Census line files that do not substantively affect the populations in the trustee areas, the district boundaries, or the intent of this resolution, which anomalies are not revealed until implementation begins, the Superintendent and/or his designee is authorized to make technical emendations to the new redistricting plan that do not substantively affect the populations in the trustee areas, the trustee area boundaries, or the intent of this resolution, and shall advise the Board of any such emendations that are found to be required in plan implementation by the Fresno County Department of Elections.

E. That the Superintendent and/or his designee shall consult with legal counsel to resolve any legal issues necessary to give effect to this Resolution.

THE FOREGOING RESOLUTION was adopted upon motion by Trustee ______, seconded by Trustee ______, at a noticed meeting held on January 12, 2022, by the following vote:

AYES:

NOES:

ABSENT:

DATED: January ____, 2022

Elizabeth Jonasson Rosas President, Board of Trustees Fresno Unified School District

CERTIFICATION

I, Veva Islas, Clerk to the Board of Trustees of the Fresno Unified School District, certify that the foregoing Resolution was regularly introduced, passed, and adopted by the Board of Trustees at its meeting held on January 12, 2022.

DATED: January ____, 2022

Veva Islas Clerk, Board of Trustees Fresno Unified School District

EXHIBIT A

FINAL ADOPTED TRUSTEE AREA PLAN

Fresno Unified School District Board Agenda Item

Board Meeting Date: January 12, 2022

AGENDA ITEM B-16

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

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

TITLE AND SUBJECT: Present and Discuss 2020/21 Bond Annual Report

ITEM DESCRIPTION: The 2020/21 Bond Annual Report is included in the Board binders and will be presented on behalf of the Citizens' Bond Oversight Committee (CBOC). The purpose of the CBOC is to inform the public concerning the expenditure of bond revenues. Its duties are to review the quarterly and annual audit reports produced by the district's independent accountant and present an annual report indicating the district's compliance with the Constitution of the State of California.

To perform the duty of reporting on Constitutional compliance, the CBOC receives and reviews the required annual, independent performance and financial audits, as well as the quarterly reports of agreed-upon procedures that exceed State requirements. The annual audits were reviewed by the CBOC on November 18, 2021. There were no audit findings or adjustments.

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

PREPARED BY: Karin Temple, Chief Operating Officer DIVISION: Operational Services PHONE NUMBER: (559) 457-3134

CABINET APPROVAL: Karin Temple, Chief Operating Officer SUPERINTENDENT APPROVAL:

Paht S. J. L.



Agenda Item B-16



2020/21 Bond Annual Report

Board of Education

January 12, 2022

Bond Measures in the 2020/21 Annual Report

Measure M, March 2020, \$325 million (60% approval)

- \$245 million in bonding authority remains
- Farber Campus, CTE and early learning facilities, gyms and libraries, modernizations, infrastructure and site improvements
- Leveraged \$12 million in State funding to date

Measure X, November 2016, \$225 million (67% approval)

- All bonding authority utilized
- Herrera, Phoenix Secondary, Wawona, CTE and athletic facilities, cafeteria AC, infrastructure and site improvements
- Leveraged \$7 million in State funding to date

Fresno Unified School District

Achieving our Greatest Potential!

Z

Previous Bond Measures

Measure Q, November 2010, \$280 million (76% approval)

- New and upgraded high school facilities, elementary school classrooms, modernizations, infrastructure and site improvements
- Leveraged \$85 million in State and Federal funding

Measure K, March 2001, \$199 million (67% approval)

- Bakman, Olmos, Vang Pao, Williams, Yokomi, Gaston, modernizations, infrastructure and site improvements
- Leveraged \$161 million in State funding

Measure A, March 1995, \$215 million (75% approval)

- Sunnyside, Terronez, Greenberg, modernizations, libraries and multipurpose rooms, infrastructure and site improvements
- Leveraged \$153 million in State funding

Fresno Unified School District

State Proposition 39

- Approved by California voters in November 2000
- Amended State Constitution to reduce threshold for approval of local school facilities bonds from 66.7% to 55%
- Prop 39 Requirements
 - Bond funds used only for constructing, rehabilitating, and equipping school facilities, or acquiring/leasing property for school facilities
 - Projects must be included on the ballot
 - District must conduct annual, independent performance and financial audits to ensure bond funds are expended only on eligible projects
- Implementing legislation requires bond oversight committee



Citizens' Bond Oversight Committee

Review Quarterly Expenditure Reports

- Quarterly Reports of Bond Expenditures by school, by project (prepared by district)
- Quarterly Reports of Agreed Upon Procedures (prepared by independent accountant)

Report Annually on Compliance with State Constitution

- Annual Independent Performance Audit
- Annual Independent Financial Statements Audit



Quarterly Reports of Agreed Upon Procedures

Annual Performance Audit

Annual Financial Statements Audit

6

"Each of the 25 expenditures tested represented valid Bond expenditures, were properly charged to the location indicated, were properly coded as to the nature of the expenditure and were determined to represent acquisition and construction of school facilities, including the furnishing and equipping of school facilities, and were not spent for administrative salaries."

"The results of our tests indicated that, in all significant respects, Fresno Unified School District expended Measure X General Obligation Bond funds for the year ended June 30, 2021 only for the specific projects developed by the District's Board of Education and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIIIA of the California Constitution."

"In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Fresno Unified School District Measure X General Obligation Bonds activity as of June 30, 2021, and the changes in financial position thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America."



Achieving our Greatest Potential!

Quarterly Reports of Agreed Upon Procedures

Annual Performance Audit

Annual Financial Statements Audit

"Each of the 25 expenditures tested represented valid Bond expenditures, were properly charged to the location indicated, were properly coded as to the nature of the expenditure and were determined to represent acquisition and construction of school facilities, including the furnishing and equipping of school facilities, and were not spent for administrative salaries."

"The results of our tests indicated that, in all significant respects, Fresno Unified School District expended Measure M General Obligation Bond funds for the year ended June 30, 2021 only for the specific projects developed by the District's Board of Education and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIIIA of the California Constitution."

"In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Fresno Unified School District Measure M General Obligation Bonds activity as of June 30, 2021, and the changes in financial position thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America."



Achieving our Greatest Potential!

As validated by ...

Annual Independent Performance Audit Annual Independent Financial Statements Audit Quarterly Reports of Agreed Upon Procedures

Fresno Unified is in compliance with Article XIIIA, Section 1(b)(3)(c) of the California Constitution



Achieving our Greatest Potential!







Bond Funds at Work



Achieving our Greatest Potential!

2020/21 Bond Annual Report

Cafeteria Air Conditioning

<u>Complete</u>	Viking				
Baird	Vinland				
Computech	Yosemite				
Cooper	In Construction				
Fort Miller	Centennial				
Fremont	Jackson				
Gibson	Scandinavian				
Holland	Wishon				
Manchester	In Design				
Powers/Ginsburg	Dailey				
Pyle	Ericson (New MPR)				
Roeding	Del Mar (New MPR)				

Roosevelt

10





Wishon



Centennial



Achieving our Greatest Potential!

Addams Elementary

Early Learning Classrooms, Entry/Admin Relocation

- 5-classroom building and student support spaces
- Early learning playground
- Campus entrance and admin office relocated from McKinley to Hughes for improved access and safety
- Staff and visitor parking lot and offsite access improvements
- Anticipated completion Summer 2023

11





Achieving our Greatest Potential!

1/12/2022 2020/21 Bond Annual Report

Columbia Elementary

Classroom Building, Site/Safety Improvements

• 12-classroom building to replace portables

- Exterior restrooms and playground
- Improved supervision and safety
- Parking lot with student drop-off/ pick-up area
- Anticipated completion Fall 2022











Duncan Polytechnical High

CTE Building

- 10-classroom building for Health Sciences and Medical Technology programs: Pharmacy Tech, Nursing Kinesiology, Anatomy, Medical Chemistry, Medical Biology, Applied Medical Sciences, Occupational Therapy
- Access control and parking lot improvements
- Student quad area and playfield renovation
- Partially funded by State grant
- Anticipated completion Summer 2022







Achieving our Greatest Potential!

Edison High

New Gym & Improvements to Existing Gym

- Configuration provides shared entry lobby with restrooms and concessions
- New gym has seating for 1,147
- Student support services room and athletic training classroom
- Anticipated completion Summer 2022







Ewing Elementary

Early Learning Classrooms

- 5-classroom early learning building and playground
- Secured staff parking

- Student drop-off/pick-up lane along Olive Ave.
- Accessible visitor parking
- New stormwater retention system









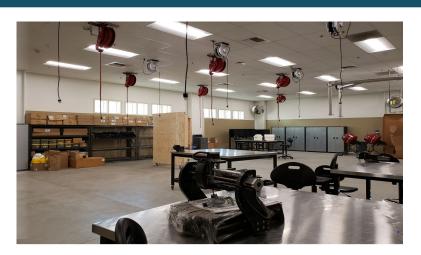


Fresno High

CTE Facility

16

- Classroom building for programs in Construction Trades, Engineering and Architecture, and Arts/Media
- Replaces facility built in 1951
- Partially funded by State grant
- Facility opened in Dec. 2021











1/12/2022 2020/21 Bond Annual Report

Herrera Elementary

New School on Church between Peach and Willow

- STEAM curriculum: science, technology, engineering, arts, math
- Dual language immersion program
- 36 classrooms and dedicated music room
- Independently operated health center with separate parking
- Site and community sports fields, restrooms and snack bar building
- Opening August 2022



Jackson Elementary

Reconstructed Cafeteria with Air Conditioning

- Replaces cafeteria built in 1950
- Student and staff restrooms, stage with operable partition for music and performing arts, five confidential offices
- Accessibility improvements and full site fire alarm upgrade
- Permanent outdoor shade structure, currently in use as a temporary dining facility
- Anticipated completion Summer 2022

18





Ball Fields: Bullard, Edison, and Sunnyside High Schools

New and Renovated Fields

- New, fully accessible bleachers
- Scoreboard upgrades
- Accessibility, parking and path of travel improvements
- Batting cage, bullpen, and irrigation improvements

19



Bullard Varsity Softball Field



Edison Varsity Baseball Bleachers





Sunnyside Varsity Baseball Bleachers

Fresno Unified School District

Achieving our Greatest Potential!

1/12/2022 2020/21 Bond Annual Report

Major Projects in the Pipeline

- Del Mar New Cafeteria w/AC
- Del Mar Early Learning Classroom Building
- Edison Cafetorium Acoustical
- Edison CTE Building

1/12/2022

- Ericson New Cafeteria
- Farber Educational Campus
- Fresno High Second Gym
- Hoover Library Renovation/Expansion

- McLane Second Gym
- Roosevelt Library Renovation
- Roosevelt Theater Renovation
- Roosevelt West Hall Access
- Roosevelt Second Gym
- Sunnyside CTE Building
- Tehipite E-Sports Center
- Yosemite Classrooms Modernization









Thank you, Fresno!





2020/21 Bond Annual Report

21





2020/21 BOND ANNUAL REPORT



This annual report, for the period July 1, 2020 through June 30, 2021, is presented on behalf of the Fresno Unified Citizens' Bond Oversight Committee in accordance with the Committee's Bylaws.

Bond Measure M

Measure M, approved by 60% of the voters in March 2020, authorizes the issuance of \$325 million in general obligation bonds to support projects that:

- increase safety/security
- attract/retain teachers
- improve career education, technology, science classrooms
- remove lead/asbestos
- upgrade heating/air conditioning
- renovate, repair, construct, acquire, equip facilities

The initial issuance of Measure M bonds, \$80 million, was completed in June 2021. The district has been successful in leveraging funding from the State Facility Program for career technical education (CTE) projects using Measure M as the required match. To date, the district has received \$3 million in State grant funds for CTE facilities at Duncan High School and an additional \$9.3 million has been approved but not yet received, for CTE facilities at Edison and Sunnyside High Schools. There is an additional \$9.8 million in potential State funding for other Measure M projects. District projects continue to be designed and bid to meet State Facility Program requirements, to remain eligible for future funding opportunities.

Bond Measure X

Measure X, approved by 67% of the voters in November 2016, authorizes the issuance of \$225 million in general obligation bonds to attract/retain quality teachers and repair/upgrade schools by:

- improving classrooms, career-technical facilities, science labs, technology
- repairing deteriorating restrooms, plumbing, air conditioning, wiring

- removing asbestos/lead hazards
- upgrading security cameras, lighting, fencing, fire safety
- repairing, building, acquiring facilities/equipment
- securing State funds

All Measure X bonding authority has been utilized, in issuances listed below:

- Series A, May 2018, \$60 million
- Series B, August 2019, \$75 million
- Series C, September 2020, \$45 million
- Series D, June 2021, \$45 million

To date, \$5.1 million in State funding has been received for Measure X projects, \$1.9 million has been approved but not yet funded, and \$800,000 has been applied for but not yet approved. There is an additional \$15 million in potential State funding for other Measure X projects in construction and recently completed.

Bond Measure Q

Measure Q, approved by 76% of the voters in November 2010, authorized the issuance of \$280 million in general obligation bonds. All Measure Q bonds have been issued and the proceeds expended. Measure Q projects leveraged close to \$85 million in State and Federal funding.

Tax Rate Impact

Measures Q and X were structured to maintain the tax rate at the time of \$188.86 per \$100,000 of assessed valuation. The tax rate remained stable for eleven consecutive years through 2019/20, before increasing \$25 per \$100,000 of assessed valuation to support Measure M bonds debt service.

State Proposition 39

The district's bond measures are Proposition 39 bonds. State Proposition 39, which was approved by the voters in November 2000, amended Article XIIIA, Section 1(b)(3) of the California Constitution to decrease the requirement for passage of local school facilities bonds from two-thirds (66.7%) voter approval to 55%. In conjunction with dropping the approval threshold, Proposition 39 requires that:

- Bond funds must be used only for constructing, rehabilitating, and equipping school facilities, or acquiring/leasing property for school facilities.
- The school projects to be funded with bond funds must be included on the ballot.
- The district must conduct annual, independent performance and financial audits to ensure bond funds have been expended only on eligible school facilities projects.

Citizens' Bond Oversight Committee

The Citizens' Bond Oversight Committee (CBOC) complies with State legislation implementing Proposition 39 that requires school district governing boards to appoint an oversight committee to inform the public concerning the expenditure of bond funds. Per its Bylaws, the CBOC's duties are to review the quarterly bond expenditure reports produced by the district and present an annual report to the public indicating the district's compliance with the Constitution of the State of California. To perform the duty of reporting on Constitutional compliance, the CBOC receives and reviews the required annual, independent performance and financial audits.

CBOC members, with the exception of the Chair, are appointed by the Board of Education. The Chair is appointed by the Superintendent. Each Board Member has two appointments. Committee members are required to live within Fresno Unified boundaries; be at least 18 years old; and not be a vendor, contractor, consultant, employee or official of the district. CBOC members during all or a portion of 2020/21 were: Brian Andritch, Venancio Gaona, Inez Hill, Cal Johnson, Clint Horwitz, Michael Kelly, Arthur Koster, Michael Lopez, Jose Mejia, Timothy Mudge, Jim Nau, Bruce O'Neal, Dominic Papagni, and Barbara Steck (Chair). The CBOC is staffed by the district's Chief Operating Officer.

The CBOC's quarterly meetings are publicly noticed and held at the Brawley Service Center. Meeting agendas include project updates, review of bond expenditure reports that detail every bond dollar spent by school and project, an audit report presented by the district's independent accountant, other related bond/project topics, and an opportunity for public comment. Meeting materials are provided in advance and available on the district's website. In 2020/21: the August 20, 2020 CBOC meeting was cancelled due to pandemic restrictions; the November 19, 2020, February 18, 2021, and May 20, 2021 meetings were conducted virtually.

Annual and Quarterly Audits of Bond Projects and Bond Expenditures

The CBOC receives and reviews three types of audit reports, as described below.

Required Annual Independent Performance Audit

The district's independent auditor, Crowe Horwath, conducts annual performance audits for Measure Q and Measure X in accordance with government auditing standards. The 2020/21 Measure X General Obligation Bonds Performance Audit and 2020/21 Measure M General Obligation Bonds Performance Audit and 2020/21 Measure M General Obligation Bonds Performance Audit were reviewed by the CBOC on November 18, 2021. They state the following:

The results of our tests indicated that, in all significant respects, Fresno Unified School District expended Measure X General Obligation Bond funds for the period July 1, 2020 to June 30, 2021 only for the specific projects developed by the District's Board of Education and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIIIA of the California Constitution.

The results of our tests indicated that, in all significant respects, Fresno Unified School District expended Measure M General Obligation Bond funds for the period July 1, 2020 to June 30, 2021 only for the specific projects developed by the District's Board of Education and approved by the voters, in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIIIA of the California Constitution.

Required Annual Independent Financial Statements Audit

The district's independent auditor, Crowe Horwath, conducts annual audits of the district's financial statements for Measure X and Measure M. District management is responsible for the preparation and fair presentation of the financial statements in accordance with generally accepted accounting standards; the auditor's responsibility is to express an opinion on the financial statements based on the audit. The 2020/21 Measure X General Obligation Bonds Financial Statements Audit and 2020/21 Measure M General Obligation Bonds Financial Statements Audit were reviewed by the CBOC on November 18, 2021. They state the following:

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Fresno Unified School District Measure X General Obligation Bonds activity as of June 30, 2021, and the changes in financial position thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Fresno Unified School District Measure M General Obligation Bonds activity as of June 30, 2021, and the changes in financial position thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Elective Quarterly Reports on Applying Agreed-Upon Procedures

In addition to the required annual performance and financial audits, the district also engages Crowe Horwath to conduct Quarterly Reports on Applying Agreed-Upon Procedures for bond funds for the periods July 1-September 30, October 1-December 31, and January 1-March 31 each year. These quarterly reports, which exceed the State Constitutional requirement, are reviewed by the CBOC and represent the district's commitment to transparency and accountability. The quarterly audit procedures involve selecting a sample of 25 expenditures across all projects, vendors and expenditure amounts, and evaluating the expenditures against purchase orders and invoices. All 2020/21 Quarterly Reports on Applying Agreed-Upon Procedures for Measure X and Measure M included the following statements by the independent accountant:

The list was mathematically accurate.

Each of the 25 expenditures tested represented valid Bond expenditures, were properly charged to the location indicated, were properly coded as to the nature of the expenditure and were determined to represent acquisition and construction of school facilities, including the furnishing and equipping of school facilities, and were not spent for administrative salaries.

In 2020/21, and for at least the eleven years prior, there were no findings in any bond audit reports.

Bond-Funded Projects

The CBOC received project updates throughout the year. The projects described below were in design or construction, or recently completed, during 2020/21.

New Construction and Modernization Projects (by school)

- <u>Addams Elementary</u>: Construction underway on early learning classrooms and relocation of administration building/entry to improve campus access and safety; anticipated project completion Summer 2023
- <u>Columbia Elementary</u>: Construction underway on classroom building to replace portables and enhance campus safety; anticipated completion Summer 2022
- <u>Del Mar Elementary</u>: Project in design to provide new early learning classroom building and renovated/relocated library and administration building for campus access and safety; a separate project in design (with air conditioning) will replace the cafeteria built in 1947
- <u>Duncan High</u>: Construction underway on 10-classroom CTE building for Health Sciences and Medical Technology program; anticipated project completion August 2022
- <u>Edison High</u>: Construction underway on new second gym with anticipated project completion August 2022; locker room remodel in design; construction of cafetorium acoustic improvements for music ready to advertise for bidding with recommendation for Board award targeted for April 2022
- <u>Ericson Elementary</u>: Reconstruction of cafeteria built in 1960, with air conditioning, is in design
- <u>Ewing Elementary</u>: Construction underway on new classroom building and site improvements, with anticipated completion early 2022
- Francine and Murray Farber Educational Campus: New alternative education/CTE campus on the northern part of the Ventura and 10th site is in the bidding process; recommendation to Board for approval of a contraction contract is targeted for February 2022
- <u>Fresno High</u>: CTE building to house Building and Construction Trades, Architecture and Engineering, and Arts, Media and Entertainment programs is substantially complete with students move-in scheduled for December 2021; design development underway for second gym and two-story cafeteria
- <u>Hoover High</u>: Library renovation/expansion project is ready to advertise for bidding; recommendation for Board award targeted for May 2022
- <u>Jackson Elementary</u>: Construction underway on new cafeteria with air conditioning; anticipated completion May 2022
- <u>Juan Felipe Herrera Elementary School</u>: Construction underway on new elementary school on Church between Peach and Willow; anticipated completion May 2022 for opening August 2022
- <u>McLane High</u>: Second gym and new tennis courts in design; library renovation complete
- <u>Roosevelt High</u>: Design development underway for second gym, theater and library renovation projects, and accessibility improvement to West Hall classroom building
- <u>Ventura and 10th South Business Campus</u>: Construction continues on Buildings C & D to provide interior and exterior improvements; anticipated project completion and move-in Summer 2022
- <u>Yosemite Middle</u>: Project in design to modernize classrooms and gym locker rooms, and update gym cooling

Other Facility Improvement and Safety Projects (by type of project)

- <u>Accessibility/Site Improvement</u>: Single point-of-entry projects are in design for Scandinavian, Tehipite, Tioga, and Wolters
- <u>Audio Visual Systems</u>: Cafeteria A/V system replacement underway at Balderas, Eaton, Greenberg, Lawless, Terronez, and Williams
- <u>Air Conditioning/Heating</u>: Hoover Cafeteria HVAC is complete; projects are underway or in design/bidding for Edison and Nutrition Center chiller and Sunnyside boiler
- <u>Electrical Panel/Service Upgrades</u>: Upgrade to Cooper main PG&E electrical service is complete
- <u>Energy Management</u>: Energy management system replacement is complete at Burroughs, Eaton, and Rowell
- <u>Flooring</u>: Cooper kitchen and cafeteria flooring is complete; Balderas cafeteria flooring replacement in design; carpet replacement in portables is planned or underway at Addicott, Burroughs, Fort Miller, Heaton, King, Vinland, Winchell, and Wolters
- <u>Gym Bleachers</u>: Ahwahnee, Computech, Cooper, Terronez, and Tioga projects are complete; Hoover project in design
- <u>Gym Cooling</u>: Hoover Event Center and west gym HVAC underway; Scandinavian gym, Yosemite gym and Ahwahnee locker room cooling upgrades planned
- <u>Intrusion System Upgrades</u>: Intrusion panel replacements underway at Columbia and Lawless; in design at Fresno High, Jefferson, Muir, Scandinavian, Slater, and Winchell
- <u>Kitchen Hood Replacements</u>: Bullard and Fresno High projects are in design
- <u>LED Interior Lighting</u>: Ft. Miller campus wide interior lighting project is complete
- <u>Marquees</u>: New marquees for Baird, Computech, Hoover, Sunnyside, and Tehipite underway; Terronez is in design
- <u>Playground Equipment</u>: New equipment installed Gibson, Thomas, Turner, Webster and Winchell
- <u>Public Address/Signal Systems</u>: Upgraded systems are in design or underway at Birney, Centennial, Computech, Cooper, Duncan, Gibson, Kirk, Lincoln, Muir, Patino, Pyle, Sequoia, Terronez, Vinland, and Webster
- <u>Roof Replacement</u>: Re-roofing projects are in design for Hidalgo and Scandinavian
- <u>Security Camera Systems</u>: Hamilton and Wawona projects are complete; pool camera additions are in design for Bullard, Fresno High, Roosevelt, and Sunnyside
- <u>Student Support Services Spaces:</u> Cooper, DeWolf, and McCardle are in design
- Track and Field Bleachers: Bleacher systems are installed at Fresno High and Roosevelt
- <u>Track Surfacing</u>: McLane and Sunnyside are complete

Measure X / M Financial Update

As of June 30, 2021	Measure X (millions)	Measure M (millions)	Total (millions)
TO DATE			
Local funds expended and committed to projects	\$214	\$29	\$243
State funding received	\$5	\$3	\$8
Total value of projects	\$219	\$32	\$251
FUTURE			
Available for projects in design/construction and future projects	\$11	\$296	\$307
State funds approved but not yet received	\$2	\$9	\$11
State funds applied for but not yet approved	\$1	\$0	\$1

Affirmation of Compliance with State Constitution

As validated by the following documents, which have been reviewed by the Citizens' Bond Oversight Committee, it is confirmed that Fresno Unified School District is in compliance with the requirements of Section 1(b)(3)(C) of Article XIIIA of the California Constitution:

- Measure M General Obligation Bonds Annual Independent Performance Audit
- Measure M General Obligation Bonds Annual Independent Financial Statements Audit
- Measure M Quarterly Reports of Agreed-Upon Procedures
- Measure X General Obligation Bonds Annual Independent Performance Audit
- Measure X General Obligation Bonds Annual Independent Financial Statements Audit
- Measure X Quarterly Reports of Agreed-Upon Procedures

Fresno Unified School District Board Agenda Item

Board Meeting Date: January 12, 2022

AGENDA ITEM C-17

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

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

TITLE AND SUBJECT: Receive Proposed Academic Calendars for 2022/23 and 2023/24

ITEM DESCRIPTION: Included in the Board binders are the proposed 2022/23 and 2023/24 Academic Calendars for Fresno Unified School District. The proposed 2022/23 and 2023/24 Academic Calendars have been developed to address important calendar components and incorporate recent educational partner feedback.

The proposed Academic Calendars will return to the January 19, 2022 Board meeting for discussion and adoption.

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

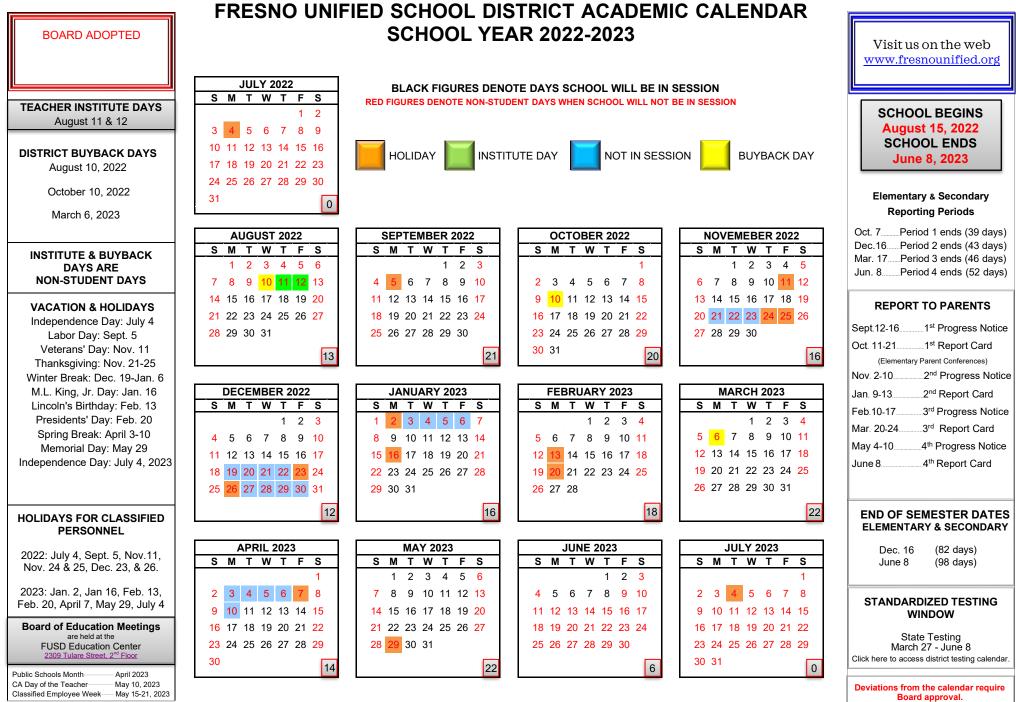
PREPARED BY: Carlos Castillo, Instructional Superintendent DIVISION: Instructional Division PHONE NUMBER: (559) 457-3554

CABINET APPROVAL: Kim Mecum, Chief Academic Officer

SUPERINTENDENT APPROVAL:

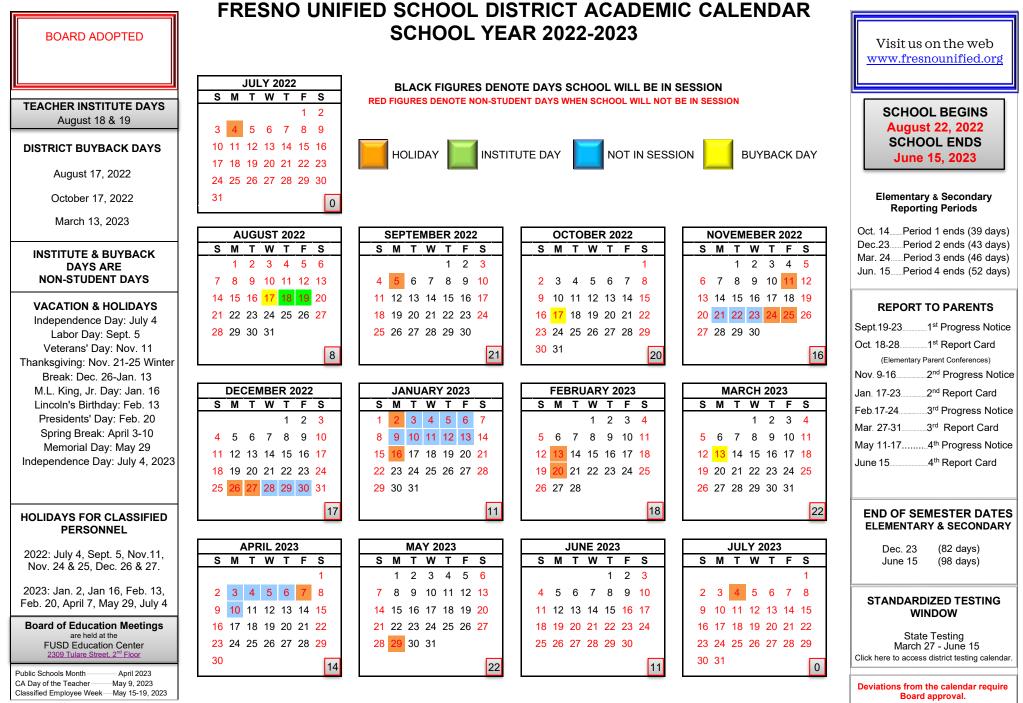
DRAFT CALENDAR A 2022-23

DRAFT CALENDAR A 2022-23



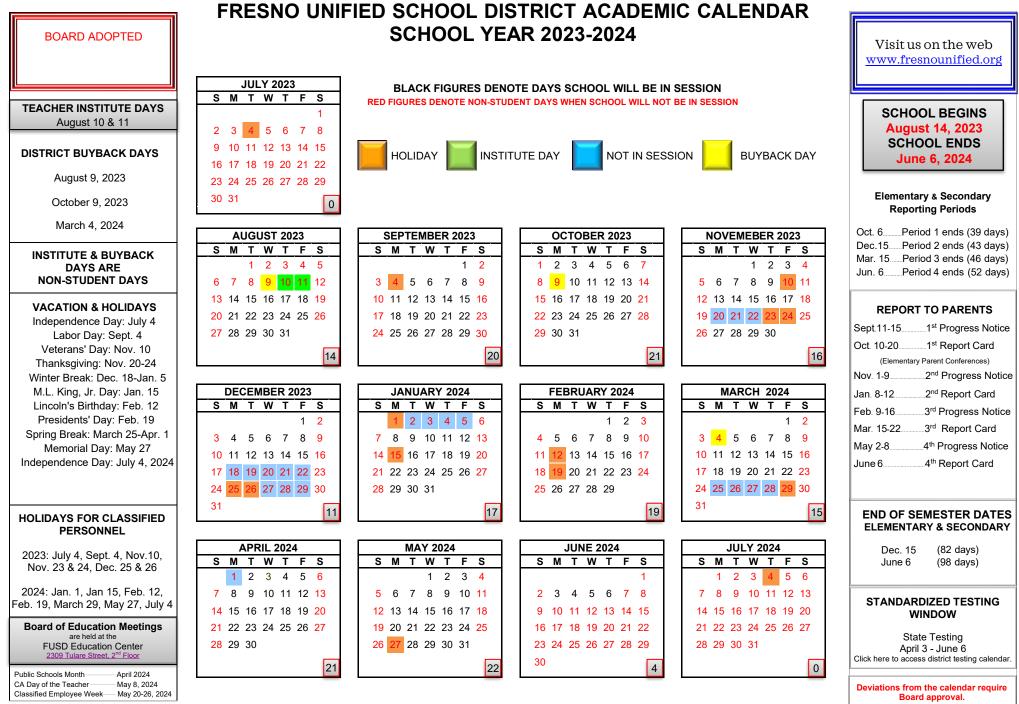
DRAFT CALENDAR B 2022-23

DRAFT CALENDAR B 2022-23



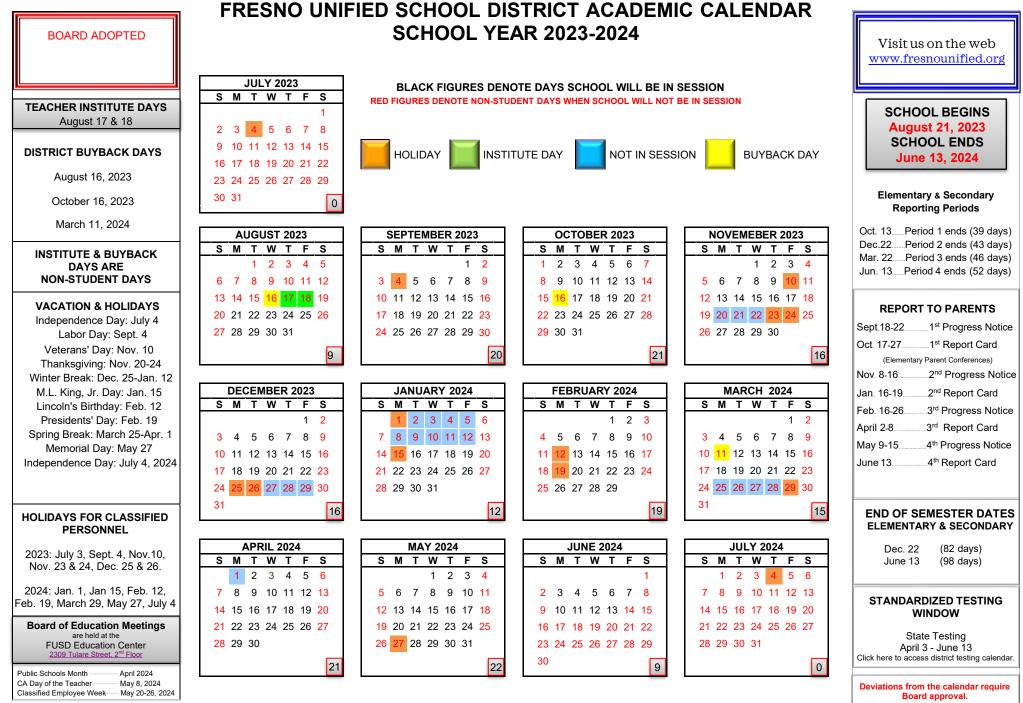
DRAFT CALENDAR A 2023-24

DRAFT CALENDAR A 2023-24



DRAFT CALENDAR B 2023-24

DRAFT CALENDAR B 2023-24



Fresno Unified School District Board Agenda Item

Board Meeting Date: January 12, 2022

AGENDA ITEM C-18

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

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

TITLE AND SUBJECT: Receive 2020/21 School Facility Fee Public Information Report

ITEM DESCRIPTION: Included in the Board binders is the 2020/21 School Facility (Developer) Fee Public Information Report. School districts are authorized to levy fees on residential and commercial/ industrial development for the purpose of mitigating impacts on school facilities as a result of the development. Fresno Unified utilizes school facility fee revenue to support projects including providing student housing through modular classrooms. The district's current school facility fees, approved by the Board on June 17, 2020 and effective August 17, 2020, are:

- \$4.08 per square foot for residential construction
- \$0.66 per square foot for commercial/industrial construction

Government Code requires that certain public information regarding the fees collected be presented annually. The 2020/21 School Facility Fee Public Information Report provides the required information.

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

PREPARED BY: Alex Belanger, Assistant Superintendent,

CABINET APPROVAL: Karin Temple, Chief Operating Officer

S/emple____

DIVISION: Operational Services PHONE NUMBER: (559) 457-3134

SUPERINTENDENT APPROVAL:

Roht A. Lebon

FRESNO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

2020/21 SCHOOL FACILITY FEE PUBLIC INFORMATION REPORT

This report provides information required by Government Code Sections 66001 and 66006 regarding fees collected by school districts for school facilities as a condition of development approved in accordance with Government Code Section 53090.

Summary of the School Facility Fee Program

In accordance with Education Code 17620 and Government Code Section 65995, school districts are authorized to levy fees on new residential and commercial/industrial construction for the purpose of providing school facilities necessitated by the new development. These fees are commonly referred to as "school fees" or "developer fees." The fee revenue cannot be used for regular maintenance or routine repair of school buildings.

Government Code Section 65995 provides for adjustment of the fees every two years, based upon the change in the Class B construction cost index as determined by the State Allocation Board. The current rates, approved by the Board of Education on June 17, 2020, and effective August 17, 2020, for a two-year period are below:

- \$4.08 per square foot for residential construction
- \$0.66 per square foot for commercial/industrial construction

Purpose of the School Facility Fee, and Nexus Between Fees and Purpose

Fresno Unified utilizes school facility fee revenue to support construction and reconstruction projects, including providing student housing through relocatable classrooms, and to pay administrative, legal, and planning costs. The district is responsible to show the nexus between development within the district and the need to collect school fees to mitigate the impact of the development. New residential and commercial/industrial development generates additional students requiring additional school facilities. Specifically, the square footage of the new developments has a direct relationship to the number of students generated and therefore to the facilities that must be added to accommodate the students.

As reported in the Development Fee Justification Study dated May 2020 and provided to the Board of Education, the district's current enrollment exceeds the capacity of existing school facilities. The Study indicates that over the next five years, new residential and commercial/industrial development will generate over 520 students for whom additional facilities must be provided.

FRESNO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

The cost to provide these additional facilities exceeds the amount of the fees, which are collected on the construction that generates the students. Thus, there is a direct relationship between the school facility fee and the purpose of levying the fee.

Specific Findings Provided to the Public Annually

Fiscal Year	Beginning Balance	Fees Collected	Interest Income	Expenses	Ending Balance
2016/17	1,613,201	982,089	23,364	1,314,079	1,304,575
2017/18	1,304,575	1,315,512	18,930	2,088,074	550,943
2018/19	550,943	2,041,521	35,856	166,093	2,462,227
2019/20	2,462,227	1,779,536	67,186	1,739,520	2,569,429
2020/21	2,569,429	942,297	28,363	2,576,093	963,996

Five-Year Fund Activity and Fund Balance

Improvements Funded with School Facility Fees in 2020/21

Improvement	Cost	% Funded by Fees	Substantial Completion
Facility adjustments to accommodate changes in student enrollment	2,547,824	91%	Summer/Fall 2021
Administration costs (3%)	28,269	100%	N/A

Incomplete and Planned Projects to be Funded with School Facility Fees

Improvement	Project Commencement	Project Amount	Amount to be Funded by Fees	Targeted Completion
Facility adjustments to accommodate changes in enrollment	As needed	Unknown	Unknown	As needed

FRESNO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Inter-fund Transfers or Loans Made from Fund in 2020/21

None

Refunds Made or Revenues Allocated in 2020/21

Refunds \$1,327.96