



AMENDED AGENDA  
Noted on Page 9  
April 06, 2023

BOARD OF EDUCATION  
REGULAR MEETING  
2309 TULARE STREET  
BOARD ROOM, SECOND FLOOR  
FRESNO, CA 93721-2287  
[board.fresnounified.org](http://board.fresnounified.org)

**AGENDA**  
**WEDNESDAY, APRIL 12, 2023**  
**\*4:30 P.M. (CLOSED SESSION) \*7:00 P.M. (OPEN SESSION)**

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

Please note: Parking will be available for Board Meetings after 5:00 p.m. at the N Street Parking Pavilion, located on the southeast corner of Tulare and "N" streets – entrance on "N" street. Board meeting attendees without key cards should report to the parking booth 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.

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Board of Education Room is subject to metal detector scanning. The use of metal detectors is approved under Board Policy 5145.12. The following items will not be permitted: alcohol, illegal drugs, knives, or firearms.

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

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

Public materials are available for public inspection at our website at: [board.fresnounified.org](http://board.fresnounified.org)

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

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

**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.
2. Conference with Labor Negotiator - (Government Code Section 54957.6); Fresno Unified School District Negotiator(s): David Chavez and Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
3. Public Employee Discipline/Dismissal/Release/Reassignment/Resignation.
4. Public Employment/Appointment - (Government Code Section 54957).
  - a. Principal
  - b. Instructional Superintendent
  - c. Director
5. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9(d)(1)).
  - a. Risk Management Litigation Report
6. Conference with Legal Counsel – Anticipated/Pending/Threatened Litigation (Government Code Section 54956.9(d)(2)).
  - a. Receipt of a Claim Pursuant to the Government Claims Act  
Deny Claim GL22-0927-7709

**\*7:00 P.M., RECONVENE** and report action taken during Closed Session, if any.

## **PLEDGE OF ALLEGIANCE**

Student Member Joseph Aquino will lead the flag salute.

## **HEAR Reports from Student Board Representatives**

An opportunity is provided to hear comments and reports from Student Board Representatives from McLane High School. Contact person: Dr. Natasha Baker, telephone 457-3731.

## **HEAR Report from Superintendent**

## **BOARD/SUPERINTENDENT COMMUNICATION**

## **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 recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, 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 March 22, 2023, Regular Board Meeting. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Dr. Natasha Baker, telephone 457-3731.

**A-3, APPROVE Minutes from Prior Meeting**

Included in the Board binders are the draft minutes for the March 08, 2023, Regular Board Meeting. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Superintendent Dr. Robert G. Nelson, telephone 457-3884.

**A-4, ADOPT Resolution 23-43, Proclaiming April 2023 as School Library Month**

Included in the Board binders is a resolution proclaiming April 2023 as School Library Month. School Library Month is a celebration sponsored by the American Association of School Librarians. During the month of April, teacher librarians and library media technicians are encouraged to create activities to support their school and local community in celebrating the essential role of strong school library programs. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Dr. Natasha Baker, telephone 457-3731.

**A-5, ADOPT Resolution 23-49, Requesting Renewal of Exemption from Definition of School Building for J.E. Young Academic Center, and Fulton Special Education Program**

Included in the Board binders and recommended for adoption is Resolution 23-49 requesting a renewal of the district's exemption from the Education Code definition of "school building" for J.E. Young Academic Center located at 822 N. Abby Street and Fulton Special Education program located at 3058 N. Millbrook Avenue through April 11, 2025. The Superintendent recommends adoption. Fiscal impact:

## **A. CONSENT AGENDA – continued**

There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-6, APPROVE Appointment to Citizens' Bond Oversight Committee**

It is recommended the Board approve the appointment of Wanda Hemmitt to the Citizens' Bond Oversight Committee (CBOC). Ms. Hemmitt is nominated by Board Member Thomas. The role of the CBOC, which meets quarterly, is to ensure bond proceeds are expended only for the purposes set forth in the ballot measures. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-7, APPROVE Agreement with Break the Barriers**

Included in the Board binders is an agreement with Break the Barriers. Break the Barriers will partner with College and Career Readiness/Extended Learning Department to provide swim lessons for up to 540 students in grades Transitional kindergartens through twelve. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$79,920 are available through the Expanded Learning Opportunities Program. Contact person: Dr. Natasha Baker, telephone 457-3731.

### **A-8, APPROVE Agreement with Coach Fleck Consulting**

Included in the Board binders is an agreement with Coach Fleck Consulting. Coach Fleck Consulting will partner with the College and Career Readiness/Extended Learning Department to provide swim lessons for up to 620 students in grades Transitional kindergarten through twelve. The lessons will emphasize technical skills and water safety. Additionally, Coach Fleck Consulting will provide diving lessons for 90 students in grades second through twelve. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$143,400 are available through the Expanded Learning Opportunities Program. Contact person: Dr. Natasha Baker, telephone 457-3731.

### **A-9, APPROVE Agreement with Education & Leadership Foundation**

Included in the Board binders is an agreement with Education & Leadership Foundations. Education & Leadership Foundation will partner with the College and Career Readiness/Extended Learning Department to provide families with Summer Camp awareness and registration support at individual elementary schools to promote participation of students in the 2023 Summer Camp opportunities. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$58,905.07 are available through the Expanded Learning Opportunities Program. Contact person: Dr. Natasha Baker, telephone 457-3731.

### **A-10, APPROVE Agreement with Fresno Chaffee Zoo**

Included in the Board binders is an agreement with Fresno Chaffee Zoo. Fresno Chaffee Zoo will partner with the College and Career Readiness/Extended



## **A. CONSENT AGENDA – continued**

Learning Department to provide Zoo mobile programs for 14 days of Summer Academy at 28 Fresno Unified School District school sites. Program services include interactive ambassador animal presentations that will align with Next Generation Science Standards. Each Zoo mobile program consists of up to four 30-minute presentations per school site and can be performed at two school sites per day for a total of up to 112 Zoo mobile presentations. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$22,540 are available through the Extended Learning Opportunities Program. Contact person: Dr. Natasha Baker, telephone 457-3731.

### **A-11, APPROVE Agreement with High Performance Academy, LLC.**

Included in the Board binders is an agreement with High Performance Academy LLC. High Performance Academy LLC will partner with College and Career Readiness/Extended Learning Department to create and provide marketing content and community outreach events. These events will be at individual elementary school sites to increase awareness and understanding for students and families of the 2023 Summer Camp opportunities. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$267,313 are available through the Expanded Learning Opportunities Program. Contact person: Dr. Natasha Baker, telephone 457-3731.

### **A-12, APPROVE Multiyear Agreement with Key Government Finance for Updates, Subscriptions, and Support of Core Network Infrastructure, Content Filter, and Firewall**

Included in the Board binders is information on the multiyear agreement with Key Government Finance from Development Group, Inc. for annual updates, subscriptions, and support of Cisco core network infrastructure, Cisco Umbrella content filter, and Cisco Firepower firewall. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the Information Technology budget for the annual amount of \$383,554. Contact person: Tami Lundberg, telephone 457-3560.

### **A-13, APPROVE Multiyear Agreement with Key Government Finance for Updates and Technical Support of District Telecommunications Systems**

Included in the Board binders is information on the multiyear agreement with Key Government Finance from Development Group, Inc. for annual updates and technical support of the district's Cisco telecommunication systems. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the Information Technology budget for the annual amount of \$184,671. Contact person: Tami Lundberg, telephone 457-3560.

### **A-14, APPROVE Addendum to Agreement with Kincade Productions, LLC.**

Included in the Board binders is an agreement with Kincade Productions, LLC. Industry-recognized certifications represent knowledge or skills demonstrated by

## **A. CONSENT AGENDA – continued**

students that align with industry expectations and are often required for employment within certain industries. Kincade Productions, LLC. offers an industry-recognized certification for production assistants that is used within the television and film industries for entry-level positions. The addendum expands on the district's current agreement to include video production students at Hoover and McLane high schools. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$10,425 are available through the Career Technical Education budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

### **A-15, APPROVE Agreement with Michael O'Neill**

Included in the Board binders is an agreement with Michael O'Neill to provide the Instructional Division data system design work and technical assistance. Due to the need for school sites to meet deadlines for accurate data submissions, a consultant with both school site and technical information experience is needed to support Fresno Unified School District's school site submissions and the Instructional Division's departments. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$30,000 are available in the Chief Academic Office budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

### **A-16, APPROVE Agreement and Piggyback Contract with Tyler Technologies, Inc.**

Included in the Board binders is information on an agreement with Tyler Technologies. To ensure the safe transport of every student and efficiency for the Transportation Department a new simple-to-use, yet comprehensive, transportation management software solution is targeted for a 2023/24 implementation. The new solution will include an application that will allow parents to easily track the location of the school bus, helping them prepare to drop off or pick up their children from the bus stop. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$295,052 are available in the Transportation Department budget. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-17, APPROVE Award of Bid 23-27, Compostable Meal Trays**

Included in the Board binders is information on Bid 23-27, Compostable Meal Trays to establish fixed pricing for compostable meal trays used in the district's Child Nutrition Programs. These meal trays will be used in our School Breakfast Program, National School Lunch Program and Super Snack Program. The agreement is for a one-year term with the option to extend for two additional one-year periods and will begin April 13, 2023. Staff recommends award to the lowest responsive, responsible bidder: The Platinum Packaging Group (Paramount, CA) \$812,425. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$812,425 are available in the Cafeteria Fund. Contact person: Paul Idsvoog, telephone 457-3134.

## **A. CONSENT AGENDA – continued**

### **A-18, APPROVE Award of Bid 23-33, Del Mar Elementary School New Multi-Purpose Building**

Included in the Board binders is information on Bid 23-33, Del Mar Elementary School New Multi-Purpose Building. The project is for construction of a new 9,444 square foot multi-purpose building with a stage, separate music storage, student restrooms, food service area with equipment, and a staff lounge which will replace the cafeteria built in 1947. Also included is a new seven classroom early learning building, relocating, and renovating the library and administration building for campus access and safety. Staff recommends award to the lowest responsive, responsible bidder: Davis Moreno Construction, Inc., (Fresno, California) \$ 23,922,682. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$23,922,682 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-19, APPROVE Award of Request for Qualifications 23-10, Transportation Services**

It is recommended the Board approve Request for Qualifications (RFQ) 23-10, Transportation Services. This RFQ will qualify a pool of qualified charter bus carriers and alternative transportation providers to transport students, staff and chaperones for school events and activities. The term is a three-year period with the option to renew for two additional one-year periods and will begin April 13, 2023. The Superintendent recommends approval. Fiscal impact: Funding will be provided by individual site or department budgets. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-20, APPROVE Resolutions 23-47 and 23-48 for the Purchase and Sale Agreements and Escrow Instructions for Properties Located Near the Southwest Corner of Kings Canyon Road and Minnewawa Avenue**

Included in the Board binders and recommended for approval is Resolution 23-47 “A Resolution of the Board of Trustees of the Fresno Unified School District Approving the Purchase of an 8.73 Acre Parcel of Land Located at 1010 S. Minnewawa Avenue in Southeast Fresno and Making Findings Under California Environmental Quality Act (CEQA) Guidelines Section 15004(b)”, and Resolution 23-48 “A Resolution of the Board of Trustees of the Fresno Unified School District Approving the Purchase of a 9.02 Acre Parcel of Land Located Near the Intersection of Kings Canyon Road and Minnewawa Avenue in Southeast Fresno and Making Findings Under CEQA Guidelines Section 15004(b)”. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,200,000 are available in the Career Technical Education Incentive Grant and \$613,795 is available from the Expanded Learning Opportunities Program funds. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-21, DENY Claim GL22-0927-7709**

Included in the Board binders is a Claim for Damages by a minor, case GL22-

## **A. CONSENT AGENDA – continued**

0927-7709. The Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management for further handling. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

### **A-22, RATIFY Purchase Orders from January 01, 2023 through January 31, 2023 – Primary Report**

Included in the Board binders is information on purchase orders issued from January 01, 2023 through January 31, 2023. 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 except for those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item. The Superintendent recommends ratification. Fiscal impact: Funding is noted on the attached pages. Contact person: Paul Idsvoog, telephone 457-3134.

### **A-23, RATIFY Purchase Orders from January 01, 2023 through January 31, 2023 – Supplemental Report**

Included in the Board binders is information on purchase orders issued from January 01, 2023 through January 31, 2023. 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 except for those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item. The Superintendent recommends ratification. Fiscal impact: Funding is noted on the attached pages. Contact person: Paul Idsvoog, telephone 457-3134.

**END OF CONSENT AGENDA  
(ROLL CALL VOTE)**

## **B. CONFERENCE/DISCUSSION AGENDA**

**\*7:45 P.M.**

### **B-24, PRESENT and DISCUSS Fresno Unified Global 2030 World Language and Language Expansion**

Included in the Board binders is a presentation to discuss a Board request. This update on World Language and language expansion in the district will provide details organized by region, language offering and school. The presentation is aligned with the California Global 2030 goals focused on language learning opportunities for students during their preschool to twelfth grade experience. World and heritage language coursework as well as dual language immersion programs continue to grow in our district as we strive to equip students with 21st Century skills in the global economy. We understand that world language skills help students engage with the rich and diverse cultures, heritages, and languages found in the world. Fiscal impact: Funds are included in the General Fund. Contact person: Dr. Natasha Baker, telephone 457-3731.

**\*8:00 P.M.**

### **B-24a, OPPORTUNITY for Public Disclosure and RATIFICATION of the 2022/25 School Years Negotiated Collective Bargaining Agreement between Fresno Unified School District and Service Employees International Union, Local 521**

Included in the Board binders is a copy of the Tentative Agreement between Fresno Unified School District and Service Employees International Union, Local 521. In accordance with Government Code 3547.5, all major provisions of collective bargaining agreements are to be presented at a public meeting of the public-school employer before the employer enters into a written agreement with an exclusive representative. The Superintendent recommends ratification. Fiscal impact: The estimated cost is included in the disclosure agreement. Contact person: Paul Idsvoog, telephone 457-3134.

## **C. RECEIVE INFORMATION & REPORTS**

### **C-25, RECEIVE Proposed Revisions for Board Bylaws**

Included in the Board binders are proposed revisions for the following five Board Bylaws (BB) and one Exhibit (E):

- Board Bylaw 9250 Remuneration, Reimbursement, and Other Benefits
- Board Bylaw 9320 Meetings and Notices
- Board Bylaw 9322 Agenda/Meeting Materials
- Board Bylaw 9323 Meeting Conduct
- Board Bylaw 9323.2 Actions by the Board
- Exhibit 9323.2 Actions by the Board

These revisions meet the California School Boards Association recommendations and best practices. These items will return for approval at a future Board meeting. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

## **C. RECEIVE INFORMATION & REPORTS-continued**

### **C-26, RECEIVE Proposed Revisions for Board Policies**

Included in the Board binders are proposed revisions for the following five Board Policies (BP):

- BP 0420.4 Charter School Authorization
- BP 0420.41 Charter School Oversight
- BP 0420.42 Charter School Renewal
- BP 0420.43 Charter School Revocation
- BP 6163.2 Animals at School

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

## **UNSCHEDULED ORAL COMMUNICATIONS**

Individuals who wish to address the Board on topics within the Board's subject matter jurisdiction, but **not** listed on this agenda may do so at this time. If you wish to address the Board on a specific item 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. The Board recognizes that individuals may ask the Board to answer questions or respond to statements made during unscheduled oral communications and in accordance with Board Bylaw 9323, the Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law.

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

## **D. ADJOURNMENT**

**NEXT SCHEDULED MEETING**  
**BOARD WORKSHOP, THURSDAY, APRIL 20, 2023**  
**REGULAR BOARD MEETING, WEDNESDAY, APRIL 26, 2023**

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**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.

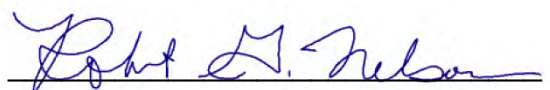
**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.

**PREPARED BY:** Manjit Atwal,  
Executive Director

**DIVISION:** Human Resources  
**PHONE NUMBER:** (559) 457-3548

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

**SUPERINTENDENT APPROVAL:**



## Fresno Unified School District

Date: April 12, 2023

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 2022-2023.

## ELECTIONS

## Certificated Personnel

1078761	Ruiz Perez	Patricia	Teacher, Bilingual	Hidalgo Elementary	3/13/2023
1036260	Swartout	Stacey	Teacher, Spec Assgn	Slater Elementary	3/14/2023
1043253	Vasquez-Madruga	Michelle	Teacher, Senior High	Duncan Polytechnical	3/7/2023

## Classified Personnel

1067124	Alvarez	Lizbeth	Paraprof, Mild/Moderate	Olmos Elementary	3/13/2023
1049182	Alvarez	Martha	Paraprof, Child Development	Ericson Elementary	3/1/2023
1063413	Benson	Shaun	Paraprof, PE/Athletics	Roosevelt High School	3/16/2023
1076378	Convers	Melannie	Assistant, Attendance Records	Wawona K-8 School	3/16/2023
1080918	De La Cruz	Albert	Assistant, Campus Safety	Edison High School	3/1/2023
1082995	Delgado	Araceli	Assistant, School Office	Fresno High School	3/17/2023
1080225	Faucett	Lacy	Assistant, Campus Safety	Ahwahnee Middle School	3/1/2023
1079871	Gonzales	Nancy	Technician, Libr Media-Elem	Webster Elementary	3/1/2023
1083258	Guerrero	Nayeli	Paraprof, Instructional Asst	Eaton Elementary	3/27/2023
1083263	Gutierrez	Aldo	Paraprof, Instructional Asst	Kirk Elementary	3/9/2023
1083246	Hicks	Matthew	Paraprof, Moderate/Severe	Addicott	3/20/2023
1082330	Kaur	Sandeep	Nutrition Services Assistant	Food Services	3/13/2023
1083250	Lee	Wan-hsia	Nutrition Services Assistant	Food Services	3/22/2023
1082994	Medina	Sarah	Assistant, School Office	Norseman Elementary	3/15/2023
1082304	Mian	Monzima	Technician, Student Records	Student Records	3/16/2023
1083200	Moss	Gabrielle	Paraprof, Mild/Moderate	Rutherford Gaston Middle School	3/20/2023
1070832	Olaguez	Delia	Paraprof, Instructional Asst	Heaton Elementary	3/13/2023
1083251	Perez Perez	Diana	Assistant, Resrce Cnslg	Mccardle Elementary	3/27/2023
1065604	Ramirez Gonzales	Neyli	Paraprof, Moderate/Severe	Kirk Elementary	3/24/2023
1078468	Ramirez-Navarrete	Cynthia	Technician, Libr Media-HS	Bullard High School	3/27/2023
1083248	Savala	Matthew	Specialist, Electronics Serv	Maintenance And Operations	3/27/2023
1080265	Valero Villarreal	Maria	Paraprof, Instructional Asst	Heaton Elementary	3/16/2023
1082374	Voeut	Cindy	Assistant, School Office	Juan F Herrera Elementary	3/3/2023
1082799	Wainscott	Andrea	Paraprof, Early Chldhd Mil/Mod	Columbia Elementary	3/16/2023
1051640	Xiong	Addam	Technician, Network II	Telecommunications	3/20/2023

## Management Classified

1083267	Rodriguez	Daniel	Manager I (General)	Human Resources	3/24/2023
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## RESIGNATIONS OR RETIREMENTS

## Certificated Personnel



1004436	Anderson	Rebecca	Teacher, Elementary	Ewing Elementary	6/15/2023
1032133	Baker	Monica	Teacher, Elementary	King Elementary	1/26/2023
1044274	Basila	Margo	Teacher, Lrng Hndcp, Sdc	Special Ed	6/8/2023
1006079	Camacho-Turonis	Christy	Teacher, Lrng Hndcp, Sdc	Roosevelt High School	4/20/2023
1061139	Copeland	Jeffrey	Teacher, Middle School	Rutherford Gaston Middle School	6/8/2023
1043985	Deaton	Cecilia	Teacher, Elementary	Easterby Elementary	6/20/2023
1081752	Edwards	Jonathan	Nurse	Health Services	3/31/2023
1004985	Farnsworth	Cynthia	Teacher, Elementary	Viking Elementary	6/13/2023
1043779	Heatherly	Laura	Teacher, Elementary	Calwa Elementary	7/31/2023
1041760	Jackson	John	Teacher, Elementary	Vang Pao Elementary	3/6/2023
1046351	Lencioni	Autumn	Teacher, Middle School	Cooper Middle School	6/8/2023
1022221	Maki	Laurene	Nurse	Health Services	6/8/2023
1079108	Merrill	Brandon	Teacher, Senior High	Roosevelt High School	6/9/2023 4/10/2023
1080447	Mount	Olga	Specialist, Resource, Sp Ed	Vinland Elementary School	6/10/2023
1064121	Nelson	Jeffrey	Teacher, Middle School	Tioga Middle School	6/8/2023
1003334	Quiring	Rebecca	Teacher, Senior High	Bullard High School	7/1/2023
1004991	Reyes	Silvia	Teacher, Elementary	Mayfair Elementary	6/13/2023
1074223	Spencer	Marcus	Teacher, Vocational Ed	McLane High School	3/16/2023
1072044	Vue	Ger	Teacher, Elementary	Wilson Elementary	6/16/2023 3/17/2023
1082800	Vue	Sandy	Teacher, Middle School	Yosemite Middle School	3/3/2023
1081416	Williams	Veronica	Teacher, Middle School	Rutherford Gaston Middle School	3/10/2023

#### Classified Personnel

1067244	Acosta	Trinidad	Specialist, Tier II Intervention	Prevention And Intervention	3/10/2023
1049669	Boswell	James	Supervisor, Bus Shop	Maintenance And Operations	6/29/2023
1071907	Contreras	James	Mechanic, Hvac & Refrigeration	Maintenace & Operations	5/31/2023
1066226	Gonzalez	Brenda	Assistant, Noontime	Webster Elementary	3/3/2023
1080655	Ibrahim	Saly	Paraprof, Early Chldhd Mil/Mod	Holland Elementary	3/10/2023
1029946	Lozano	Corina	Secretary I	Prev & Interv Restorative Just	6/30/2023
1081030	Ramirez	Desiree	Assistant, Noontime	Cooper Middle School	3/9/2023
1078290	Ramos	Eduardo	Custodian	Yosemite Middle School	3/20/2023
1073171	Rascon Jr	Abraham	Custodian	Early Learning Center	3/17/2023
1073063	Scroggin	Jessica	Accountant I	Fiscal Services	4/7/2023
1076186	Tellez	Maria	Paraprof, Instructional Asst	Columbia Elementary	8/12/2022
1020076	Torres	Marian	Liaison, Home/School Spanish	Terronez Middle School	6/8/2023
1078736	Vang	Mai Kou	Paraprof, Bilingual Hmong	Balderas Elementary	3/31/2023
1064889	Villasenor Flores	Rogelio	Custodian	Burroghs Elementary	3/29/2023
1082000	Williams	Asia	Assistant, Noontime	Delmar Elementary	3/14/2023
1036874	Xiong	James	Custodian	Scandinavian Middle School	6/30/2023
1033630	Zuniga	Cecilia	Manager, School Office Elementary	Jackson Elementary	4/18/2023

#### Management Classified

1064651	Christensen	Caine	Director, General	Prevention And Intervention	4/2/2023
1047906	Olagunju	Lawrence	Manager II, General	Instructional Services	6/30/2023

#### Management Certificated

1008124	Severns	Julie	Administrator, Leadership Dev	Professional Development E St	6/30/2023
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## LEAVE REQUEST

### Certificated Personnel

1067492	Frye	Adam	Teacher, Elementary	Birney Elementary	8/1/2023
1066169	Lopez	Marcos	Teacher, Senior High	Mclane High School	4/24/2023

### Classified Personnel

1070722	Castillo Cruz	Alejandra	Paraprof, Instructional Asst	Burroughs Elementary	3/19/2023
1070739	Cruz	Aimee	Liaison, Home/School Spanish	Roosevelt High School	8/27/2023
1077164	Perry	Carl	Paraprof, Mild/Moderate	Sequoia Middle School	3/21/2023

## R39-MONTH REEMPLOYMENT RIGHTS

### Classified Personnel

1076090	Rendon	Angela	Paraprof, Moderate/Severe	Figarden Elementary	3/16/2023
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## PROMOTIONS

### Classified Personnel

1029254	Boyd	Daniel	Supervisor, Mobile Unit	Maintenance And Operations	3/15/2023
1065844	Cruz	Elsie Veronica	Driver, Truck	Packaging Center	3/13/2023
1050873	Grijalva	Reginald	Paraeducator, Autism	Starr Elementary	3/29/2023
1080023	Guerrero	Joshuah	Specialist, Hum Res Data II	Human Resources	3/14/2023
1070998	Hernandez Castro	Luis	Worker/Driver, Warehouse I	Warehouse	3/20/2023
1069080	Higareda	Alex	Paraprof, Mild/Moderate	Hoover High School	3/23/2023
1079361	Lee	Pajqhoob	Liaison, Sch/Community Hmong	Duncan Polytechnical	3/24/2023
1050427	Than	Saroeun	Technician, Hi Sch Financial	Mclane High School	3/17/2023
1051184	Vang	Maykeu	Plant Coordinator I	Wishon Elementary	3/21/2023
1073981	Villasenor	Daisy	Transltr/Assessor Spanish	Multi-Lingual/Multi-Cultural	3/20/2023

### Management Classified

1065718	Garcia	Graciela	Analyst II, Budget	Fiscal Services	3/7/2023
1078001	Machado Austin	Jacqueline	Manager I, Program	African American Academic Acce	3/15/2023
1070603	Renovato	Robert	Manager II, Maint & Oper Serv	Maintenance And Operations	3/13/2023

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**AGENDA ITEM A-3**

**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 Meeting**

**ITEM DESCRIPTION:** Included in the Board binders are draft minutes for the March 08, 2023, Board Workshop

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

**PREPARED BY:** Ambra O'Connor,  
Chief of Staff

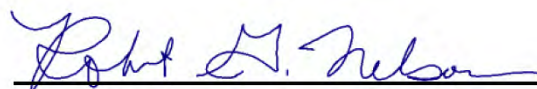
**DIVISION:** Superintendent's Office  
**PHONE NUMBER:** (559) 457-3838

**CABINET APPROVAL:** Ambra O'Connor,  
Chief of Staff

**SUPERINTENDENT APPROVAL:**



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BOARD OF EDUCATION  
REGULAR MEETING  
2309 TULARE STREET  
BOARD ROOM, 2<sup>nd</sup> FLOOR  
FRESNO, CA 93721  
[board.fresnounified.org](http://board.fresnounified.org)

## **MINUTES – BOARD OF EDUCATION REGULAR MEETING**

**Fresno, California**

**March 08, 2023**

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 March 08, 2023, there were present Board Members Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas. Deputy Superintendent Her was present and sat in for Superintendent Dr. Nelson as he was absent due to illness.

Board President Islas CONVENED the Regular Board Meeting at 4:31 p.m.

For the record, Board Member Thomas arrived at 5:05 p.m.

For the record, Board Member Jonasson Rosas arrived at 5:15 p.m.

### **OPPORTUNITY for Public Comment on Closed Session Items**

For the record, the Board received twenty-one (21) requests to address the Board on Closed Session items. The individual's name along with summary of topic is as follows:

1. Peter Beck: New teacher support and retention.
2. Tamara Smith: Shared due to a contractual error a behavior technician was removed from the school and shared how the removal has impacted Fort Miller.
3. Deynesha Thomas: Commented on the punishment system at Fresno High School and how it is not working. Shared ideas for student support systems.
4. Jessica Cox: Commented on multiple needs at Fremont as follows: restroom improvements, building upgrades, enhanced security, and substantial number of students assigned to classrooms.
5. Mark Romero: Commented on the value of smaller class sizes.
6. Chrysann Johnston: Shared concerns regarding issues of fear at Homan Elementary. Commented on proposal provided to the district by the Fresno Teachers Association.
7. Junior Romero: Commented on safety concerns at Fresno High School. Requested resources and training for campus safety assistants.
8. Camila Martinez Pimentel: Camila shared as the Vice President of the Latino Interact Club at Fresno High. Shared importance of an improved learning environment at Fresno High School. Referenced a way to improve

## **OPPORTUNITY for Public Comment on Closed Session Items-continued**

- is to implement better student support structures. Shared ideas for structures.
9. Giovanni Ordenez: Giovanni shared as the President of the Latino Interact Club at Fresno High School. Commented on the importance of recruiting highly trained employees specifically campus safety assistants.
  10. Andrew Colburn: Read letter on behalf of parent regarding request for smaller class sizes.
  11. Nathaniel Mortimer: Requested more funding for training of campus safety assistants.
  12. Jennifer Lee: Shared reasons Jennifer does not feel valued and empowered.
  13. Amy Kohl: Invited Board members to try different jobs within the district for a day. Commented on different situations faced by bus drivers.
  14. Jason Isaac: Shared story of a colleague assaulted by a student in the classroom.
  15. James Dunn: Would like the Board to address policies that do not allow administration to have consequences for student actions.
  16. Rita Keledjian: Requested additional supports for Freshman specifically those with Individualized Education Programs and Behavior Plans. Requested equal access to content.
  17. Emily Baslee: Commented as a student at Fresno High, Emily does not feel safe at school and shared reasons why.
  18. Jaylynn Chavira: Commented as a student at Fresno High, Jaylynn does not feel safe at school and shared reasons why.
  19. Leslie Prado: Commented as a student at Fresno High School and referenced the need for better trained campus safety assistants. Commented student safety is not a want but a need.
  20. Manual Bonilla: Commented on safety issues and accountability issues within the district and provided an invitation for authentic conversations between the Fresno Teachers Association and the Board.
  21. Debbie Acosta: Commented on shortages of employees in custodial and transportation positions and feels a contributing factor is surrounding districts are paying higher wages.
  22. Adrian Villalobos: Commented as Vice President of SEIU Chapter 521 and how the Union is trying to negotiate with the district for better wages to be more competitive throughout the Central Valley.

Board President Islas ADJOURNED the Regular Board Meeting to Closed Session at 5:15 p.m.

For the record, Closed Session was extended to 6:30 p.m.

For the record, Closed Session was extended to 6:50 p.m.

For the record, Closed Session was extended to 7:00 p.m.

Board President Islas RECONVENED the meeting to Open Session at 7:01 p.m.

### **Reporting Out of Closed Session**

- On a motion by Board Member Davis, seconded by Board Clerk Wittrup, the Board acted in Closed Session to non-reelect three probationary teachers at the conclusion of the 2022/23 school year, and to authorize the Superintendent or his Designee to give the affected employees notice of the Board's action by a vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas.
- On a motion by Board Member Davis, seconded by Board Member Jonasson Rosas, the Board acted in Closed Session to reassign a management employee at the conclusion of the 2022/23 school year, and to authorize the Superintendent or his Designee to give the affected employee notice of the Board's action by the following vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas.

For the record, the Workers' Compensation Settlement item for Vernell Bynum, Case Number 2012-0660; and the Workers' Compensation Settlement item for Diane Landresse, Case Number WC21-1102-6104, were acted on by the Board at the February 22, 2023, Board of Education meeting but were not reported out in Open Session.

- On a motion by Board Member Thomas, seconded by Board Clerk Wittrup the Board acted in Closed Session on a Workers' Compensation Settlement for Vernell Bynum, Case Number 2012-0660, by a vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup and Board President Islas.
- On a motion by Board Member Thomas, seconded by Board Member Levine the Board acted in Closed Session on a Workers' Compensation Settlement for Diane Landresse, Case Number WC21-1102-6104, by a vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup and Board President Islas.

### **PLEDGE OF ALLEGIANCE**

Patrick Jensen led the Flag Salute.

### **HEAR Reports from Student Board Representatives**

The Board heard comments/reports from Student Board Representatives from J.E. Young High School.

## HEAR Report from Deputy Superintendent

- Superintendent Nelson is out ill and I am honored to fill in for him tonight.
- Time is almost up to complete the Spring Climate and Culture Survey! By answering just a few questions, you will help Fresno Unified School District and your school learn what we are doing well, what needs to improve, and how we are doing when it comes to achieving the district's mission, vision, and goals. This is a quick and easy way to ensure your voice is heard, as you are a valued partner in our students' education. Do not miss this chance to share important feedback! We want to hear from as many families as possible as well as our staff who spend at least 50% of their time at school sites. Head to [www.fresnounified.org](http://www.fresnounified.org) now to complete the survey.
- With the start of a new month, enrollment for Kindergarten and Transitional Kindergarten for the next school year is now open! If your child turns five on or before September 1 this year, they are eligible to be enrolled in kindergarten. If your child turns five between September 2 and April 2, they are eligible to be enrolled in Transitional Kindergarten. Those early foundations are critical to your student's academic success, so do not wait, enroll today! You can learn more by heading to our website or contacting your neighborhood elementary school.
- I would like to call out the work of several staff members that came together to explore how we might better meet the needs of our middle school students by providing each campus with a washer and dryer. You may recall Trustee Levine first surfaced this issue a few meetings ago by highlighting the efforts of Fort Miller to raise funds to replace their washer and dryer. It became apparent how critical the washer and dryer were to the campus and this initiated a district-wide assessment. I am happy to say last week, it was determined that a washer and dryer will now be baseline equipment for middle school sites moving forward. Middle schools will soon receive information regarding the replacement and repair cycle, but we wanted to say thank you tonight to the team that quickly came together for this assessment and rollout plan.
- Huge congratulations to our soccer teams at McLane High School! Both teams finished as CIF section champions after a season of hard work and dedication! We are so proud of you all – enjoy your titles! Congrats also go out to Edison High School senior Caiden “Amir” Johnson who placed 7th in the CIF State Wrestling Championships! Way to go! One more congratulations out to our top 3 spellers in the district first in-person elementary spelling bee since 2020! The winner was Samantha Tanalgo from Manchester GATE, second place was Mateo Ortega-Arredondo from Bakman, and third place was Ian Trevino from Columbia. Congratulations all and good luck to Samantha and Mateo as they represent Fresno Unified at the Fresno County Spell-Off on March 21!
- A quick shoutout to the team and students at both Ayer Elementary and Bullard High School who have recently partnered with the Central California Food Bank to provide food box distributions for their families and surrounding communities! It is examples like these where we see our district goals in action by our staff and students. Thank you to both teams for working to increase student engagement in their schools and communities!



## HEAR Report from Deputy Superintendent – continued

- In honor of Read Across America Week, our trustees, leaders across the district, and community leaders flowed into our schools to read to our students and celebrate the importance of literacy! Since our fearless leader could not be here tonight, we will take the opportunity to show off his passion for Read Across America!
- Superintendent Nelson always has a blast reading to our students, but it is not just Read Across America week for him – it is about literacy. You will hear more over the coming months, but Bob is on a mission when it comes to reading and literacy for our students! Thank you to all our trustees and leaders who have taken time to be with our students and highlight the importance of reading.

## BOARD/SUPERINTENDENT COMMUNICATIONS

Board Members had the opportunity for Board/Superintendent communications. A summary is as follows:

**Member Jonasson Rosas:** Requested a call with information pertaining to the First Responder Career Camp, specifically lifeguard certification and student recruitment. Requested an update on the expansion of the Early Learning program. Requested if student recognition ceremony could be revisited. Thanked bus drivers for going above and beyond. Requested information as to if the district has a checklist for student gear/clothing for students participating in winter camp.

**Member Levine:** Reaffirmed the great news of adding washers and dryers to middle school campuses and thanked those involved in the assessment work to make it happen. Commented it is an example of the Board and district responding to a basic core need for students. Provided shout out to Fort Miller, specifically Culture and Climate Director, Eric Calderon, who organized a fundraiser to purchase the washer and dryer. Trustee Levine commented the fundraiser was a great idea, but it highlighted for Trustee Levine that the district should provide basic supports and services to students as lack of laundry services was causing students to miss school. Expressed hope as budget discussions begin, consideration is given for other basic holistic student needs such as hygiene products and clothing, alternatives to transportation, hopes to dig in and look further. Shared excitement for an agreement with RSS Consulting firm that, if approved, will help the district plan for the next Bond with site equity upfront.

**Member Davis:** Thanked bus drivers for their work. Shared about her participation in Read Across America.

**Member Cazares:** Congratulated McLane High School Boys Varsity Soccer, in Member Cazares' opinion they were the best team, the team had particularly good character and it was evident the coach and team put in many hours training. Thanked and congratulated Hoover High School Vice Principal Daniel Bardona on retirement, expressed appreciation for work in the district. Thanked women in honor of National Women's Day.



## BOARD/SUPERINTENDENT COMMUNICATIONS-continued

**Clerk Wittrup:** Congratulated the Bullard High School Cheerleaders for receiving second place at the State Championship. Thanked Bullard students, staff, and community for giving up a Saturday to distribute food from the new Bullard Pantry.

**Board President Islas:** Provided shout out in honor of National Women's Day to colleagues on dais, staff, and young women for their excellence, for continuing to break glass ceilings and push boundaries, feels collectively women are shaping the world for the better. Shout out to McLane Highlander's, the Girls won the Division VI Valley Championship with Coach David Alvarez, Boys' won the Division III Championship with Eric Rodriguez. Shout out to Turner Tigers beginning softball and track. Additionally, Turner will have a mural developed by Jay Esquivel. Shout out to Hidalgo Eagles for hosting the Special Olympics from 9:30 a.m. to 1:30 p.m. on April 21, 2023, with special invite to Board colleagues to participate in the opening ceremonies at 9:20 a.m. Hidalgo had artwork featured at ArtHop, by Ms. Metzler's class. Shout out to Duncan as eight students received placement into Fresno City College nurses' program that only admits twenty students a year. Duncan with 97.1% applications completed was third in the state for Free Application for Federal Student Aid. Duncan's Airforce Junior Reserve Officers' Training Corps students exceeded their visit from headquarters.

### OPPORTUNITY for Public Comment on Consent Agenda Items

For the record, the Board received zero requests to address the Board on the Consent Agenda.

On a motion by Board Member Thomas, seconded by Board Member Cazares, the Consent Agenda, apart from Agenda Items A-4 and A-23, which were pulled by Board Members for further discussion, was approved by a roll call vote of 7-0-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas.

**ALL CONSENT AGENDA** items are considered routine by the Board of Education and will be enacted by one motion. There will be no separate discussion of items unless a Board member so requests, in which event, the item(s) will be considered following approval of the Consent Agenda. Pulled Consent Agenda Items will be considered for approval after the Conference/Discussion Agenda.

### A. CONSENT AGENDA

#### **A-1, APPROVE Personnel List**

**APPROVED as recommended**, the Personnel List, Appendix A, as submitted.

## **A. CONSENT AGENDA – continued**

### **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 February 22, 2023, Regular Board Meeting.

### **A-3, APPROVE Minutes from Prior Meeting**

**APPROVED as recommended**, the draft minutes for the February 22, 2023, Regular Board Meeting.

### **A-4, ADOPT Resolution Proclaiming April 2023 Autism Acceptance Month**

**ADOPTED as recommended**, a resolution proclaiming April 2023 as Autism Acceptance Month.

For the record, Board Members had comments/questions pertaining to Agenda Item A-4. A summary is as follows:

**Clerk Wittrup:** Recognized special education teachers, psychologists, occupational therapists, speech language pathologists, adaptive physical education teachers, administrators, paraprofessionals, bus drivers, and parents who are incredibly dedicated in support of students with autism. Commented, the resolution tells of early interventions provided by the district that are life changing. Expressed appreciation for all those involved in service to children with autism.

Additionally, expressed concern with a resolution where words and actions do not align. Commented the words within the resolution are supportive but are window dressings if actions and practices are not aligned. Requested administrators to look at creating boundaries around autism programs to protect the space. Commented, this is done by not infringing on staff already hard-working, by limiting class size, by not adding extra work to psychologists and others working with students in program. Commented when space is not protected it erodes services and changes student outcomes. Provided a reminder to district leadership to protect and appropriately staff the program.

On a motion by Board Member Thomas, seconded by Board Member Cazares, the Board approved Agenda Item A-4, by a vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas.

### **A-5, ADOPT Variable Term Waiver for Bilingual Cross-Cultural, Language and Development Authorization**

**ADOPTED as recommended**, Variable Term Waivers for the Bilingual Cross-cultural Language and Development (BCLAD) Authorization.

## **A. CONSENT AGENDA – continued**

- A-6, ADOPT Variable Term Waiver for Career Technical Education Credential Holders**  
**ADOPTED as recommended**, Variable Term Waivers for Career Technical Education teachers, who need the English Learner Authorization until their credential is cleared.
- A-7, APPROVE Provisional Internship Permits**  
**APPROVED as recommended**, Provisional Internship Permit recommendations to rehire or hire upon Board approval.
- A-8, APPROVE Graduation Agreements for the Class of 2023**  
**APPROVED as recommended**, four agreements and tentative schedules for the Class of 2023 graduation ceremonies.
- A-9, APPROVE Agreement with MGT of America to Conduct Facility Conditions Assessments of All Schools**  
**APPROVED as recommended**, an agreement with MGT of America to conduct facility conditions assessments of all district schools.
- A-10, APPROVE Agreement with Gallagher Benefit Services, Inc.**  
**APPROVED as recommended**, an agreement with Gallagher Benefit Services, Inc. to provide a comprehensive classification and compensation study for 32 broad management job classifications, approximately 135 job descriptions within those broad classifications and approximately 367 positions.
- A-11, APPROVE Purchase and Sale Agreement and Escrow Instructions for Property Located at 2011 Fresno Street, aka 1212 Fulton Street and 2015 Fresno Street**  
**APPROVED as recommended**, is the Purchase and Sale Agreement and Escrow Instructions for property located at 2011 Fresno Street, aka 1212 Fulton Street and 2015 Fresno Street.
- A-12, APPROVE Amended Agreement with Wonder Valley Outdoor Education**  
**APPROVED as recommended**, an amended agreement with Wonder Valley Outdoor Education Center.
- A-13, APPROVE Award of Bid 23-23, Ericson Elementary School New Multi-Purpose Building, and Interim Housing**  
**APPROVED as recommended**, information on Bid 23-23, Ericson Elementary School New Multi-Purpose Building, and Interim Housing.
- A-14, APPROVE Award of Bid 23-26A and REJECT Bid 23-26B, Unit Ventilators and Heat Pumps for HVAC Projects**  
**APPROVED and REJECTED as recommended**, information on Bid 23-26, Unit

## **A. CONSENT AGENDA – continued**

Ventilators and Heat Pumps for HVAC Projects, to establish a fixed unit price for the purchase of HVAC equipment, including unit ventilators and heat pump units for use district wide. Section B: Staff recommends rejection based on substituted equipment that did not meet required specifications or were not deemed best value to the district.

### **A-15, APPROVE Award of Bid 23-31, Kisling Building Modernization**

**APPROVED as recommended**, information on Bid 23-31, Kisling Building Modernization.

### **A-16, APPROVE Request for Qualifications and Proposals 23-12, Design-Build Services**

**APPROVED as recommended**, a Request for Qualifications and Proposals (RFQP) 23-12, Design-Build Services.

### **A-17, APPROVE Proposed Revisions for Board Bylaw**

**APPROVED as recommended**, a proposed revision for Board Bylaw 9005 Governance Standards.

### **A-18, DENY Claim GL22-0912-8449**

**DENIED as recommended**, a Claim for Damages by Rodney A. Branch, case GL22-0912-8449.

### **A-19, DENY Claim GL23-0120-8385**

**DENIED as recommended**, a Claim for Damages by Daniel White, case GL23-0120-8385.

### **A-20, RATIFY Agreement with Early Learning Department and Fresno County Superintendent of Schools**

**RATIFIED as recommended**, an agreement with Early Learning and Fresno County Superintendent of Schools, who was awarded Early Educator Teacher Development Grant funding by the California Department of Education, in combination with the California Pre-kindergarten Planning and Implementation Grant.

### **A-21, RATIFY Grant Application to the 2023 Fresh Fruit and Vegetable Program**

**RATIFIED as recommended**, a grant application to the 2023 Fresh Fruit and Vegetables Program (FFVP) through the California Department of Education.

### **A-22, RATIFY Purchase Orders from December 01, 2022 through December 31, 2022 – Primary Report**

**RATIFIED as recommended**, information on purchase orders issued from December 01, 2022 through December 31, 2022. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all

## **A. CONSENT AGENDA – continued**

purchase orders issued during the reported dates except for 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-23, RATIFY Purchase Orders from December 01, 2022 through December 31, 2022 – Supplemental Report**

**RATIFIED as recommended**, information on purchase orders issued from December 01, 2022 through December 31, 2022.

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

“Agenda item A-23 on tonight’s Consent Agenda contains purchase orders for California State University, Fresno Downing Planetarium and California State University, Fresno where I am currently employed. I did not participate in the making of the contracts related to these purchase orders; but, because of my employment with Fresno State I have a remote financial interest in those contracts. For these reasons, in the interest of full transparency, I am abstaining from this vote pursuant to Board Bylaw 9270.”

On a motion by Board Member Thomas, seconded by Board Member Davis, the Board approved Agenda Item A-23 by a vote of 6-0-1-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Wittrup, and Board President Islas. ABSTENSTIONS: Board Member Levine.

## **B. CONFERENCE/DISCUSSION AGENDA**

For the record, the Board agreed to move Agenda Item B-26 to first item of Conference and Discussion Agenda.

### **B-26, PRESENT and DISCUSS the First Chicanx Latinx High School Recognition Celebration**

For the record, Board Members had comments/questions pertaining to Agenda Item B-26. A summary is as follows:

**Member Davis:** Commented on the beautiful presentation. Requested neighboring communities be provided an opportunity to contribute funds for the event.

## **B. CONFERENCE/DISCUSSION AGENDA-continued**

**Member Jonasson Rosas:** Expressed appreciation for the opportunity provided to meet with students. Commended group on work completed thus far. Requested clarity as to if students had begun conversations with adults in the system.

**Member Aquino:** Commented on being absolutely blown away with project, finds it phenomenal that student leaders of color are representing the community and leaving a legacy for those that follow.

**Member Cazares:** Thanked students for providing the opportunity to attend meetings. Shared happiness to support this program. Shared from personal experience when graduating from college only attended the Latino graduation ceremony so parents could understand

**Member Thomas:** Go Tigers! Proud of work students are doing.

**Member Levine:** Shared students have full support of the Board. Blown away by their leadership, presentation, and innovation. Impressed that three of the presenters are sophomores as it represents students looking ahead, not only for themselves but others as well. Requested clarity as to if the students have considered having the program streamed online for those not able to attend in person.

**President Islas:** Thanked students for their leadership, the presentation, having the tenacity to bring this item forward.

### **OPPORTUNITY for Public Comment**

For the record, the Board received one request to address the Board on Agenda Item B-26. The individual's name along with summary of topic is as follows:

1. Miguel Arias: Congratulated the students presenting the item and commented on their commitment to moving the item forward. Shared from personal experience of not being allowed to speak Spanish or celebrate culture when at school. Thanked the Board for allowing students to present their proposal and shared that everyone should be made to feel they have a place.

## **B-24, DISCUSS and APPROVE the 2022/23 Second Interim Financial Report**

### **OPPORTUNITY for Public Comment**

For the record, the Board received zero requests to address the Board on Agenda Item B-24.

For the record, Board Members had comments/questions pertaining to Agenda Item B-24. A summary is as follows:

## **B. CONFERENCE/DISCUSSION AGENDA-continued**

**Member Thomas:** Requested clarity as to a utility increase and asked if solar panels are helping with utility costs.

On a motion by Board Member Davis, seconded by Board Clerk Wittrup, the Board approved Agenda Item A-23 by a vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas.

### **B-25, DISCUSS and APPROVE the California School Boards Association Delegate Assembly Ballot**

#### **OPPORTUNITY for Public Comment**

For the record, the Board received zero requests to address the Board on Agenda Item B-25.

For the record, Board members had comments/questions pertaining to Agenda Item B-25. A summary is as follows:

**Member Thomas:** Expressed support for incumbents Daniel Babshoff and G. Brandon Vang.

**Member Davis:** Expressed support for all four candidates listed on ballot.

On a motion by Board Member Davis, seconded by Board Member Thomas, the Board approved to vote for all four candidates (Daniel Babshoff, Joshua Sellers, Constance Schlaefer, and G. Brandon Vang) on the California School Boards Association Official 2023 Delegate Assembly Ballot, by a vote of 6-0-1-0, as follows: AYES: Board Members: Cazares, Davis, Levine, Thomas, Wittrup, and Board President Islas. ABSTENSTIONS: Board Member Jonasson Rosas.

## **C. RECEIVE INFORMATION & REPORTS**

For the record there were no items for this section of the agenda.

### **OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS**

For the record, the Board received five (5) requests to address the Board during Unscheduled Oral Communications. The individual's name along with a summary of topic is as follows:

1. **Gabriel Castro:** Commented on the importance of retaining trained bus drivers. Requested bus drivers be hired and paid a competitive wage and requested cleaning supplies to sanitize buses.

#### **OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS-continued**

2. Corina Lozoya: Commented, everything bus drivers do is for the kids. Shared concerns of not receiving a living wage, of being over-worked, not receiving support with student behavior issues, and other stressors of the job. Requested to be paid what is deserved, specifically with CHP licensing requirements. Requested a livable wage.
3. Samantha Trass: Thanked the Board for recognizing (earlier in the evening) what bus drivers do and invited the Board to come ride a bus route. Commented on disrespect and abuse faced by bus drivers. Shared concern that bus drivers feel they are not supported.
4. Steven Fabela: Commented on a law pertaining to the authority of the driver. Requested Board/District to review policies and procedures that conflict with said law.
5. Alicia Crispin: Shared several concerns pertaining to incidents at Jackson Elementary School; specially dealing with the principal, vice principal, and child's teacher. Shared concerns have been discussed several times with district leadership.

#### **D. ADJOURNMENT**

Board President Islas ADJOURNED the meeting at 8:30 p.m.



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**AGENDA ITEM A-4**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Adopt**

(**Adopt**, Approve, Discuss, Receive, etc.)

**TITLE AND SUBJECT:** Adopt Resolution 23-43, Proclaiming April 2023 as School Library Month

**ITEM DESCRIPTION:** Included in the Board binders is a resolution proclaiming April 2023 as School Library Month. School Library Month is a celebration sponsored by the American Association of School Librarians. During the month of April, teacher librarians and library media technicians are encouraged to create activities to support their school and local community in celebrating the essential role of strong school library programs.

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

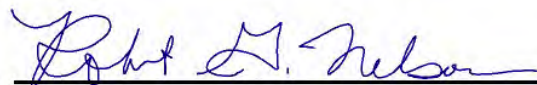
**PREPARED BY:** Thomas Nixon,  
Library Services Manager & Edith Navarro,  
Administrator

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

**CABINET APPROVAL:** Dr. Natasha Baker,  
Chief Academic Officer

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_



## BOARD OF EDUCATION

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

## SUPERINTENDENT

Robert G. Nelson, Ed.D.

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

In the Matter of Proclaiming     )  
The Month of April 2023         )  
School Library Month             )

### Resolution 23-43

**WHEREAS**, April 2023 has been designated the 38<sup>th</sup> annual national School Library Month; and

**WHEREAS**, school libraries provide materials for teachers and students that will encourage growth and knowledge; and

**WHEREAS**, school libraries provide materials that will develop literary, cultural, aesthetic appreciation, and ethical standards; and

**WHEREAS**, school libraries provide materials which reflect the ideas and beliefs of religious, social, political, historical and ethnic groups and their contributions to the American and world heritage and culture; and

**WHEREAS**, school libraries provide books to encourage children to read for pleasure; and

**WHEREAS**, school libraries provide books to meet individual needs, varied interests, abilities, socioeconomic backgrounds and maturity levels of the students served; and

**WHEREAS**, school libraries are a fun place for students to go and all students deserve a well-managed library to provide free expression and access to ideas;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education of Fresno Unified School District designates the month of April 2023 as School Library Month


**ADOPTED THIS 12<sup>th</sup> day of March 2023** by the Board of Education of Fresno Unified School District, by the following vote:

AYES:         7

NOES:         0

ABSENT:       0

  
Genoveva Islas, Board President

  
Robert G. Nelson, Ed.D., Superintendent

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**AGENDA ITEM A-5**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Adopt**

(Adopt, Approve, Discuss, Receive, etc.)

**TITLE AND SUBJECT:** Adopt Resolution 23-49, Requesting Renewal of Exemption from Definition of School Building for J.E. Young Academic Center, and Fulton Special Education Program

**ITEM DESCRIPTION:** Included in the Board binders and recommended for adoption is Resolution 23-49, requesting a renewal of the district's exemption from the Education Code definition of "school building" for J.E. Young Academic Center located at 822 N Abby Street and Fulton Special Education program located at 3058 N Millbrook Avenue through April 11, 2025. The buildings, which are owned by the district, were not originally constructed for the purpose of housing educational programs and therefore not designed to meet Division of the State Architect requirements. However, they do comply with local building codes and they serve 25 students or fewer at one time. An exemption from the State Allocation Board is required to allow the educational programs to be housed at these locations.

J.E. Young Academic Center serves high school students in an independent study and on-line learning environment and is envisioned to be relocated to the new campus to be developed at the Farber Educational Campus. The Fulton Special Education program, which serves students grades seventh through twelve with emotional/behavioral disabilities, is planned to be relocated to the portables located on the Patiño Campus (previously the Design Science Campus and currently utilized by Fresno City College). Timing of these moves is targeted for 2023/24, depending on design and design review timelines, funding availability, and Board approvals.

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

**PREPARED BY:** Deana Clayton,  
Project Manager

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

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

**SUPERINTENDENT APPROVAL:**



**FRESNO UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 23-49**

**RESOLUTION OF THE BOARD OF TRUSTEES OF  
THE FRESNO UNIFIED SCHOOL DISTRICT  
REQUESTING A RENEWAL EXEMPTION FROM  
THE DEFINITION OF "SCHOOL BUILDING" IN  
EDUCATION CODE SECTION 17283**

**WHEREAS**, the District is requesting an exemption from the definition of "school building" in Education Code Section 17283; and

**WHEREAS**, buildings with an approved Exemption Request remain subject to the provisions of the School Facilities Program and are included in the District's Gross Classroom Inventory; and

**WHEREAS**, the District is requesting to utilize the leased and owned buildings from April 12, 2023, to April 11, 2025; and

**WHEREAS**, the District is requesting approval from the State Allocation Board to use the following building(s) for educational purposes;

**822 North Abby Street  
Fresno, CA 93701**

**3058 N Millbrook Avenue  
Fresno, CA 93726**

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

**Section 1.** The District agrees to indemnify, defend and hold the State of California, its officers and employees harmless from any legal claims that may arise from the use of said leased/owned buildings that do not comply with the definition of "school buildings" within Education Code Section 17283.

**Section 2.** The District hereby elects to use the building listed above upon approval of the State Allocation Board.

**Section 3.** The District certifies that this request is in compliance with Education Code Section 17289.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the Fresno Unified School District this 12<sup>th</sup> day of April 2023, by the following vote:

AYES: 7

NOES: 0

ABSTAINED: 0

ABSENT: 0

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



President of the Board of Education  
Fresno Unified School District

I, Susan Wittrup, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 12<sup>th</sup> day of April 2023, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 12<sup>th</sup> day of April 2023.



Susan Wittrup (Apr 13, 2023 12:22 PDT)

Clerk of the Board of Education  
Fresno Unified School District

The district is applying for a ☐ new ☒ renewal request for an exemption from definition of "school building" within Education Code, Section 17283. Buildings with an approved Exemption Request remain subject to the provisions of the School Facilities Program; therefore, they are included in the school district's Gross Classroom Inventory.

SCHOOL DISTRICT/SUPERINTENDENT OF SCHOOLS <b>Fresno Unified School District</b>	DISTRICT REPRESENTATIVE Paul Idsvoog, Chief Operations & Classified Labor Management Officer
COUNTY <b>Fresno</b>	PHONE NUMBER <b>(559) 457-3134</b>
THE DISTRICT IS REQUESTING TO USE LEASED/OWNED BUILDINGS FROM: <u>April</u> <u>12</u> <u>2023</u> TO: <u>April</u> <u>11</u> <u>2025</u> MONTH DAY YEAR MONTH DAY YEAR	E-MAIL ADDRESS <a href="mailto:paul.idsvoog@fresnounified.org">paul.idsvoog@fresnounified.org</a>

The above referenced School District/Superintendent of Schools, hereinafter referred to as the "District" is requesting approval from the State Allocation Board to use the building(s) for Independent Study listed below:


DISTRICT IDENTIFICATION NUMBER	BUILDING LOCATION
10 62166 1030287	822 N Abby, Fresno, CA 93701
10 62166 6112619	3058 N. Millbrook, Fresno, CA 93726

*The District agrees to indemnify, defend, and hold the State of California, its officers and employees harmless from any legal claims that may arise from the use of said leased/owned buildings that do not comply with the definition of "school buildings" within Education Code, Section 17283; and,*

***Now Therefore Be It Resolved,*** that the District hereby elects to use the building(s) listed above upon approval of the State Allocation Board.

*The District certifies that this request is in compliance with Education Code, Section 17289.*

Passed and adopted this 12 day of April 2023, Fresno  
County, California.

  
Clerk/Secretary to the Board  
Susan Wittrup



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**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 Appointment to Citizens' Bond Oversight Committee**

**ITEM DESCRIPTION:** It is recommended the Board approve the appointment of Wanda Hemmitt to the Citizens' Bond Oversight Committee (CBOC). Ms. Hemmitt is nominated by Board Member Thomas. The role of the CBOC, which meets quarterly, is to ensure bond proceeds are expended only for the purposes set forth in the ballot measures. CBOC members are appointed by the Board, and the Superintendent appoints the Chair.

Ms. Hemmitt is a community partner and advocate for West Fresno. Ms. Hemmitt is a volunteer at school events and involved in community activities. She lives within Fresno Unified School District and is not a vendor, contractor, consultant, employee, or official of the district.

Below are membership categories identified by Education Code for representation on citizens' oversight committees:

1. Active in an organization that represents the business community.
2. Active in a senior citizens' organization.
3. Active in a bona fide taxpayers' organization.
4. Parent/guardian of a Fresno Unified student.
5. Parent/guardian of a Fresno Unified student and active in a parent-teacher organization.

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

**PREPARED BY:** Paul Idsvoog,  
Chief Operations and Classified Labor  
Management Officer

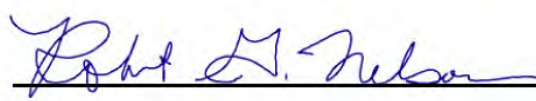
**DIVISION:** Operational Services  
**PHONE NUMBER:** (559) 457-3134

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

**SUPERINTENDENT APPROVAL:**



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Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**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 Break the Barriers**

**ITEM DESCRIPTION:** Included in the Board binders is an agreement with Break the Barriers. Break the Barriers will partner with College and Career Readiness/Extended Learning Department to provide swim lessons for up to 540 students in grades Transitional kindergartens through twelve.

Swimming lessons are 30 minutes long and will take place at Break the Barriers. Students will participate in one of three four-day sessions from June 12, 2023, to June 29, 2023.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$79,920 are available through the Expanded Learning Opportunities Program.

**PREPARED BY:** Jeremy Ward,  
Assistant Superintendent

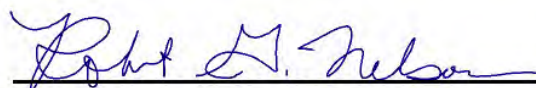
**DIVISION:** Instructional Division  
**PHONE NUMBER:** (559) 457-3731

**CABINET APPROVAL:** Dr. Natasha Baker,  
Chief Academic Officer

**SUPERINTENDENT APPROVAL:**



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# Fresno Unified School District

## Contract Routing Form

Completed independent contract agreement must be attached

24344

Vendor Number

Break the Barriers

Vendor Name

559-307-0729

Phone Number

From: 6/1/2023

Term (Duration)

FUSD Contract Administrator:

Valerie Martinez

Name

8555 N. Cedar Avenue Fresno, CA 93720

Address

Jared Hergenrader

Vendor Contact

Through: 6/30/2023

Extended Learning

559-248-7539

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0790-1981-5899

Annual Cost \$79,920.00

(Contract will not be authorized to exceed this amount w/c

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:

Break the Barriers agrees to provide water safety and swim lessons for 540 FUSD students. Students will participate in a 30 minute lesson daily for one week (M-Th) with 30 students per class and receive a T-shirt.

Dates: 6/12-6/15, 6/19-6/22, 6/26-6/29.

Times: 3:15 - 3:45 pm, 4:00-4:30 pm, 4:45 - 5:15 pm, 5:30 - 6:00 pm, 6:15 - 6:45pm, 7:15 - 7:30 pm

At the end of the program Break the Barriers will submit an executive summary report and an invoice outlining services provided.

Please indicate where the work will be performed: Work to be performed remotely in the st

Date Item is to appear on Board of Education Agenda: 04/12/23 Will this contract be submitted with Bundled Contracts? No  
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

*NBA*

3/24/2023

Signed

Date

Reviewed & approved by Risk Management

*Sheryl S*

3/31/2023

Signed

Date

Reviewed & approved by Department Head

*QW*  
Jeremy Ward (Mar 3, 2023 10:02 PST)

Mar 3, 2023

Signed

Date

Please return signed agreement back to (name/email) : Frandis Thao & Francine Pedersen Extended Learning



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 060-2600-0790-1981-5899

District Contact Person: Valerie Martinez

Budget Manager Approval: Jeremy Ward (Mar 2, 2023 10:36 PST)

Contractor's Vendor Name: Break the Barriers

Contractor's Contact Person: Jared Hergenrader

Contractor's Title: CEO

Contractor's Telephone

Number: 559-307-0729

Contractor's E-mail: jared@breakthebarriers.org

Contractor's Address: 8555 N. Cedar Avenue Fresno, CA 93720

This Independent Contractor Services Agreement is made and entered into effective 06/01/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Break the Barriers ("Contractor").

1. Contractor Services. Contractor agrees to provide

Break the Barriers agrees to provide water safety and swim lessons for 540 FUSD students. Students will participate in a 30 minute lesson daily for one week (M-Th) with 30 students per class and receive a T-shirt.

Dates: 6/12-6/15, 6/19-6/22, 6/26-6/29.

Times: 3:15 - 3:45 pm, 4:00-4:30 pm, 4:45 - 5:15 pm, 5:30 - 6:00 pm, 6:15 - 6:45pm, 7:15 - 7:30 pm

At the end of the program, Break the Barriers will submit an executive summary report and an invoice outlining services provided.

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 06/01/2023 , and shall terminate on 06/30/2023 . 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 \$148.00 student per , Not to exceed \$79,920 . C. Checks will be made payable to Break the Barriers . 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. ☐ Yes (See below) ☒ No, Vendor initial here JH

- a Lodging \$0 Actual cost of single occupancy. Not to exceed \$100 per night. \*Receipt Required.
- b Meals \$0 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. \*Receipt Required.
- c Travel \$0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d Supplies \$0 As negotiated with school/department contracting for service.
- e Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$79,920.00
- f Other \$0

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. 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 this Agreement.

Contractor's initials JH District's initials SS

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 David Chavez, by phone at 559-457-3500, by email at [David.Chavez@fresnounified.org](mailto:David.Chavez@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 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. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure

or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

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 this Agreement as proof of insurance.** The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

17. Independent Contractor Status. 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. 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 may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant 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 JH District's initials SS

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. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

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

District:

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

Contractor: Break the Barriers

*Name:* Jared Hergenrader CEO

*Address:*

8555 N. Cedar Avenue  
Fresno, CA 93720

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

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
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. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. 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  
Patrick Jensen, Interim Chief Financial Office

\_\_\_\_\_

*Date*

Risk Management  
Approved As To Form:  
Stacey Sandoval, Executive Director

 \_\_\_\_\_

**3/31/2023**

*Date*

**CONTRACTOR**

Break the Barriers

  
Jared Hergenrader (Mar 2, 2023 10:13 PST)

*Name:* Jared Hergenrader *, Title:* CEO

Mar 2, 2023

*Date*



## AGENDA ITEM A-8

Board Meeting Date: April 12, 2023

### 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 Coach Fleck Consulting

ITEM DESCRIPTION: Included in the Board binders is an agreement with Coach Fleck Consulting. Department to provide swim lessons for up to 620 students in grades Transitional kindergarten through twelve. The lessons will emphasize technical skills and water safety. Additionally, Coach Fleck Consulting will provide diving lessons for 90 students in grades second through twelve.

All swimming and diving lessons are 30 minutes long and will take place at the Fresno State Aquatic Center. There will be three eight-day sessions and one five-day session for swimming lessons and three eight-day sessions for diving lessons.

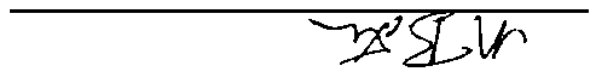
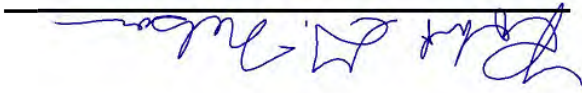
Swimming and diving lessons will begin May 15 and continue through June 30, 2023.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$143,400 are available through the Expanded Learning Opportunities Program.

PREPARED BY: Jeremy Ward,  
Assistant Superintendent

CABINET APPROVAL: Natasha Baker,  
Chief Academic Officer

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





# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

31385

Vendor Number

Coach Fleck Consulting

1550 North Poplar

Fresno, CA 93728

Vendor Name

559-681-0639

Address

Jeanne Fleck

Phone Number

Vendor Contact

From: 05/01/2023

Through: 06/30/2023

Term (Duration)

FUSD Contract Administrator:

Valerie Martinez

Extended Learning

559-248-7539

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0790-1981-5899

Annual Cost \$143,400.00

(Contract will not be authorized to exceed this amount w/

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:

Coach Fleck Consulting agrees to provide swim lessons for 620 students in grades K-12. Fresno State Swim Lessons are a development program designed to teach students proper technique and provide quality training to swimmers of all abilities. The lessons will emphasize technical skills and water safety in a structured, fun environment. Students will be taught by the Fresno State Swim Team and supervised by Coach Fleck.

Coach Fleck Consulting also agrees to provide diving lessons for 90 students in grades 2-12. Members of the Fresno State Diving Program will teach basic fundamental of diving to swimmers with little or no diving experience. Students attending must know how to swim.

All swimming & diving lessons are 30 minutes long and will take place at the Fresno State Aquatic Center.

Please indicate where the work will be performed: Work to be performed remotely in the st

Date Item is to appear on Board of Education Agenda: 04/12/23 Will this contract be submitted with Bundled Contracts? No  
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

*AB*

3/24/2023

Signed

Date

Reviewed & approved by Risk Management

*Handwritten signature*

3/31/2023

Signed

Date

Reviewed & approved by Department Head

*Handwritten signature*  
Jeremy Ward (Mar 2, 2023 17:18 PST)

Mar 2, 2023

Signed

Date

Please return signed agreement back to (name/email) : Frandis Thao & Francine Pedersen Extended Learning



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 060-2600-0790-1981-5899

District Contact Person: Valerie Martinez

Budget Manager Approval: Jeremy Ward (Mar 2, 2023 17:18 PST)

Contractor's Vendor Name: Coach Fleck Consulting

Contractor's Contact Person: Jeanne Fleck

Contractor's Title: Owner

Contractor's Telephone  
Number: 559-681-0639

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

Contractor's Address: 1550 North Poplar Fresno, CA 93728

This Independent Contractor Services Agreement is made and entered into effective 05/01/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Coach Fleck Consulting ("Contractor").

#### 1. Contractor Services. Contractor agrees to provide

Coach Fleck Consulting agrees to provide three 8-day sessions and one 5-day session of swim lessons for a total of 620 students in grades K-12. Fresno State Swim Lessons are a development program designed to teach students proper technique and provide quality training to swimmers of all abilities. The lessons will emphasize technical skills and water safety in a structured, fun environment. Students will be taught by the Fresno State Swim Team and supervised by Coach Fleck.

Coach Fleck Consulting agrees to provide three 8-day sessions of diving lessons for a total of 90 students in grades 2-12. Members of the Fresno State Diving Program will teach basic fundamental of diving to swimmers with little or no diving experience. Students attending must know how to swim to participate.

All swimming & diving lessons are 30 minutes long and will take place at the Fresno State Aquatic Center.

Coach Fleck Consulting will also submit an invoice for 25% of the total contract (\$35,850.00) prior to the start of program services once a P.O. has been generated. Coach Fleck Consulting will also submit monthly invoices outlining services provided and an executive summary report.

Session Dates for Swim Lessons:

Session A: May 15 -18 & May 22-25; Session B: May 30 - June 2 & June 5 -8; Session C: June 12-15 & June 19 - 22;

Session D: June 26-30

Times for each Session (Sessions C & D will not offer 6:40 pm - 7:00 pm time slots):

4:00 pm - 4:30 pm, 4:40 pm-5:10 pm, 5:20 pm-5:50 pm, 6:00 pm -6:30 pm, 6:40 pm -7:00 pm

Session Dates for Diving Lessons:

Session A: May 15 -18 & May 22-25; Session B: May 30 - June 2 & June 5 -8; Session C: June 12-15 & June 19 - 22

Times for each Session:

4:00 pm - 4:30 pm, 4:40 pm-5:10 pm, 5:20 pm-5:50 pm

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 05/01/2023 , and shall terminate on 06/30/2023 . 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 \$143,400.00 per agreement \$143,400.00 . Checks will be made payable to Coach Fleck Consulting . 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. ☐ Yes (See below) ☒ No, Vendor initial here if

- a. Lodging \$0 Actual cost of single occupancy. Not to exceed \$100 per night. *\*Receipt Required.*
- b. Meals \$0 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *\*Receipt Required.*
- c. Travel \$0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$0 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$143,400.00
- f. Other \$0

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. 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 this Agreement.

Contractor's initials if District's initials DP

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 David Chavez, by phone at 559-457-3500, by email at [David.Chavez@fresnounified.org](mailto:David.Chavez@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 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. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure

or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

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 this Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

17. Independent Contractor Status. 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. 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 may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant 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 if District's initials SS

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. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

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

District:

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

Contractor: Coach Fleck Consulting

*Name:* Jeanne Fleck

*Address:*

1550 North Poplar  
Fresno, CA 93728

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

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
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. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. 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  
Patrick Jensen, Interim Chief Financial Officer

\_\_\_\_\_

\_\_\_\_\_  
*Date*

Risk Management  
Approved As To Form:  
Stacey Sandoval, Executive Director

 \_\_\_\_\_

**3/31/2023**

\_\_\_\_\_  
*Date*

**CONTRACTOR**

Coach Fleck Consulting

  
jeanne fleck (Mar 2, 2023 15:11 PST)

\_\_\_\_\_  
*Name:* Jeanne Fleck *, Title:* Owner

Mar 2, 2023

\_\_\_\_\_  
*Date*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**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 Agreement with Education & Leadership Foundation**

**ITEM DESCRIPTION:** Included in the Board binders is an agreement with Education & Leadership Foundation. Education & Leadership Foundation (ELF) will partner with the College and Career Readiness/Extended Learning Department to provide families with Summer Camp awareness and registration support at individual elementary schools to promote participation of students in the 2023 Summer Camp opportunities.

ELF will provide:

- Outreach support for elementary schools, including ten days of outreach services prior to summer camps.
- Be present at each school site one to two times per week (depending on the need).
- Provide a Parent/Caregiver coffee hour event to provide information and assistance with summer camp application completion.
- In the afternoons, set up outreach booths to provide information and assistance with application completion.
- Recruit and train 20 outreach staff members who will be paired to create ten outreach teams and hire a coffee hour coordinator.
- Submit a monthly executive summary report and an invoice outlining the services provided.

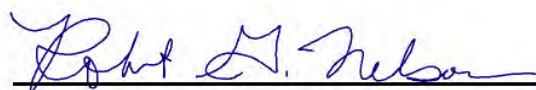
**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$58,905.07 are available through the Expanded Learning Opportunities Program.

PREPARED BY: Jeremy Ward,  
Assistant Superintendent

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

CABINET APPROVAL: Dr. Natasha Baker,  
Chief Academic Officer

SUPERINTENDENT APPROVAL:





# Fresno Unified School District

## Contract Routing Form

Completed independent contract agreement must be attached

21976

**Vendor Number**

Education & Leadership Foundation

1220 E. Olive Ave., Fresno, CA 93728

**Vendor Name**

559-291-5428

**Address**

Matias Bernal

**Phone Number**

**Vendor Contact**

**From:** 04/13/2023

**Through:** 06/30/2023

**Term (Duration)**

**FUSD Contract Administrator:**

Valerie Martinez

Extended Learning

559-248-7539

**Name**

**Site/ Dept**

**Telephone number**

**Budget (Fund-Unit-Dept.-Activity-Object)** 060-2600-0790-1981-5899

**Annual Cost** \$58,905.07

(Contract will not be authorized to exceed this amount w/

**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:**

Education & Leadership Foundation (ELF) will provide outreach support for 30 FUSD elementary schools, including 10 days of outreach services prior to Summer Camps. ELF will be present at each school site 1 to 2 times per week (depending on need). ELF will provide a Parent/Caregiver Coffee Hour event to provide information and assistance with summer camp application completion. In the afternoons, ELF will set up outreach booths to provide information and assistance with application completion. ELF will recruit and train 20 outreach staff members who will be paired to create 10 outreach teams. ELF will also recruit and hire a Coffee Hour Coordinator.

ELF will submit a monthly executive summary report and an invoice outlining services provided.

Please indicate where the work will be performed: Work to be performed on FUSD property

Date Item is to appear on Board of Education Agenda: 04/12/23 Will this contract be submitted with Bundled Contracts? No  
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

*M. Bernal*  
Signed

3/24/2023

Date

Reviewed & approved by Risk Management

*Sheryl S.*  
Signed

3/31/2023

Date

Reviewed & approved by Department Head

*Jeremy Ward*  
Signed  
Jeremy Ward (Mar 6, 2023 09:45 PST)

Mar 6, 2023

Date

Please return signed agreement back to (name/email): Frandis Thao & Francine Pedersen Extended Learning



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 060-2600-0790-1981-5899

District Contact Person: Valerie Martinez

Budget Manager Approval: James Ward (Mar 6, 2023 09:45 PST)

Contractor's Vendor Name: Education & Leadership Foundation

Contractor's Contact Person: Matias Bernal

Contractor's Title: Executive Director

Contractor's Telephone

Number: 559-291-5428

Contractor's E-mail: mbernal@education-leadership.org

Contractor's Address: 1220 E. Olive Ave. Fresno, CA 93728

This Independent Contractor Services Agreement is made and entered into effective 04/13/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Education & Leadership Foundation ("Contractor").

1. Contractor Services. Contractor agrees to provide

Education & Leadership Foundation (ELF) will provide outreach support for 30 FUSD elementary schools which includes the following:

1. Ten days of outreach services prior to Summer Camps.
2. ELF will be present at each school site 1 to 2 times per week (depending on need).
3. ELF will provide a Parent/Caregiver coffee hour event to provide information and assistance with summer camp application completion.
4. In the afternoons, ELF will set up outreach booths to provide information and assistance with Summer Camp application completion.
5. ELF will recruit and train 20 outreach staff members who will be paired to create 10 outreach teams.
6. Outreach staff will work a total of 10.5 days each (outreach and training) and 6 hours daily (2 shifts, AM and PM).
7. ELF will recruit and hire a Coffee Hour Coordinator who will work a total of 11 days (10 outreach days and 1 training day) for 3 hours daily (AM).

ELF will submit a monthly executive summary report and an invoice outlining services provided.

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 04/13/2023 , and shall terminate on 06/30/2023 . 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 \$58,905.07 per agreement \$58,905.07 . Checks will be made payable to Education & Leadership Found. 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. ☐ Yes (See below) ☒ No, Vendor initial here MB

- a. Lodging \$0 Actual cost of single occupancy. Not to exceed \$100 per night. \*Receipt Required.
- b. Meals \$0 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. \*Receipt Required.
- c. Travel \$0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$0 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$58,905.07
- f. Other \$0

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. 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 this Agreement.

Contractor's initials MB 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 David Chavez, by phone at 559-457-3500, by email at [David.Chavez@fresnounified.org](mailto:David.Chavez@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 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. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure

or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

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 this Agreement as proof of insurance.** The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.



17. Independent Contractor Status. 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. 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 may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant 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 MB District's initials SS

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. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.



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

District:

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

Contractor: Education & Leadership Foundation

*Name:* Matias Bernal

*Address:*

1220 E. Olive Avenue  
Fresno, CA 93728

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

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
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. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. 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  
Patrick Jensen, Interim Chief Financial Officer

\_\_\_\_\_  
*Date*

Risk Management  
Approved As To Form:  
Stacey Sandoval, Executive Director

  
\_\_\_\_\_

**3/31/2023**  
\_\_\_\_\_

*Date*

**CONTRACTOR**

Education & Leadership Foundation

*Matias Bernal*

\_\_\_\_\_  
*Name:* Matias Bernal *, Title:* Executive Director

Mar 2, 2023  
\_\_\_\_\_

*Date*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**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 Agreement with Fresno Chaffee Zoo**

**ITEM DESCRIPTION:** Included in the Board binders is an agreement with Fresno Chaffee Zoo. Fresno Chaffee Zoo will partner with the College and Career Readiness/Extended Learning Department to provide Zoo mobile programs for 14 days of Summer Academy at 28 of our school sites. Program services include interactive ambassador animal presentations that will align with Next Generation Science Standards. Each Zoo mobile program consists of up to four 30-minute presentations per school site and can be performed at two school sites per day for a total of up to 112 Zoo mobile presentations.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$22,540 are available through the Extended Learning Opportunities Program.

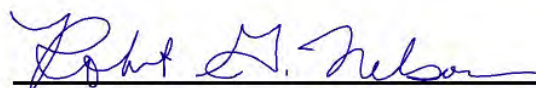
**PREPARED BY:** Jeremy Ward,  
Assistant Superintendent

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

**CABINET APPROVAL:** Dr. Natasha Baker,  
Chief Academic Officer

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_



# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

92908

Vendor Number

Fresno Chaffee Zoo

1250 W. Olive Avenue, Fresno, CA 93728

Vendor Name

559-498-5920

Address

Jon Forrest Dohlin

Phone Number

Vendor Contact

From: 06/01/2023

Through: 06/30/2023

Term (Duration)

FUSD Contract Administrator:

Valerie Martinez

Extended Learning

559-248-7539

Name

Site Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0790-1546-5899

Annual Cost \$22,540.00

(Contract will not be authorized to exceed this amount w/

**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:

Fresno Chaffee Zoo agrees to provide Zoomobile Programs for 14 days of Summer Academy at 28 Fresno Unified School District school sites. Program services include interactive ambassador animal presentations that align with Next Generation Science Standards. Each Zoomobile Program consists of up to four 30-minute presentations per school site and can be performed at two school sites per day for a total of up to 112 Zoomobile presentations.

Please indicate where the work will be performed: Work to be performed on FUSD property

Date Item is to appear on Board of Education Agenda: 04/12/23 Will this contract be submitted with Bundled Contracts? No  
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

*AB*  
Signed

3/24/2023

Date

Reviewed & approved by Risk Management

*[Signature]*  
Signed

3/29/2023

Date

Reviewed & approved by Department Head

*[Signature]*  
Signed

Mar 15, 2023

Date

Please return signed agreement back to (name/email) Frandis Thao & Francine Pedersen Extended Learning



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 060-2600-0790-1546-5899

District Contact Person: Valerie Martinez

Budget Manager Approval: Approved  
Approved by: [Signature] Date: [Date]

Contractor's Vendor Name: Fresno Chaffee Zoo

Contractor's Contact Person: Jon Forrest Dohlin

Contractor's Title: CEO & Zoo Director

Contractor's Telephone  
Number: 559-498-5920

Contractor's E-mail: [jdohlin@fresnochaffeezoo.org](mailto:jdohlin@fresnochaffeezoo.org)

Contractor's Address: 1250 W. Olive Avenue, Fresno, CA 93728

This Independent Contractor Services Agreement is made and entered into effective 06/01/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Fresno Chaffee Zoo ("Contractor").

1. Contractor Services. Contractor agrees to provide

Fresno Chaffee Zoo agrees to provide Zoomobile Programs for 14 days of Summer Academy at 28 Fresno Unified School District school sites. Program services include interactive ambassador animal presentations that align with Next Generation Science Standards. Each Zoomobile Program consists of up to four 30-minute presentations per school site and can be performed at two school sites per day for a total of up to 112 Zoomobile presentations.

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 06/01/2023 , and shall terminate on 06/30/2023 . 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 \$805.00 per school site \$22,540.00 . Checks will be made payable to Fresno Chaffee Zoo . 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. ☐ Yes (See below) ☒ No. Vendor initial here JFD

- a Lodging \$0 Actual cost of single occupancy. Not to exceed \$100 per night. \*Receipt Required
- b Meals \$0 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. \*Receipt Required
- c Travel \$0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d Supplies \$0 As negotiated with school department contracting for service.
- e Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$22,540.00
- f Other \$0

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. 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 this Agreement.

Contractor's initials JFD District's initials SS

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 David Chavez, by phone at 559-457-3500, by email at [David.Chavez@fresnounified.org](mailto:David.Chavez@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 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. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure



or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

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 this Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.



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18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
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 may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant 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 JFD

District's initials SS

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. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

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

District:

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

Contractor: Fresno Chaffee Zoo

*Name* Jon Forrest Dohlin

*Address*

1250 W. Olive Avenue  
Fresno, CA 93728

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

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
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. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. 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  
Patrick Jensen, Interim Chief Financial Officer

\_\_\_\_\_

\_\_\_\_\_  
*Date*

Risk Management  
Approved As To Form:  
Stacey Sandoval, Executive Director

  
\_\_\_\_\_

**3/29/2023**

\_\_\_\_\_  
*Date*

**CONTRACTOR**

Fresno Chaffee Zoo



Jon Forrest Dohlin (Mar 14, 2023 16:50 PDT)

*Name:* Jon Forrest Dohlin, *Title:* CEO & Zoo Director

Mar 14, 2023

\_\_\_\_\_  
*Date*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**AGENDA ITEM A-11**

**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 High Performance Academy, LLC.

**ITEM DESCRIPTION:** Included in the Board binders is an agreement with High Performance Academy LLC. High Performance Academy LLC will partner with College and Career Readiness/Extended Learning Department to create and provide marketing content and community outreach events. These events will be at individual elementary school sites to increase awareness and understanding for students and families of the 2023 Summer Camp opportunities.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$267,313 are available through the Expanded Learning Opportunities Program.

**PREPARED BY:** Jeremy Ward,  
Assistant Superintendent

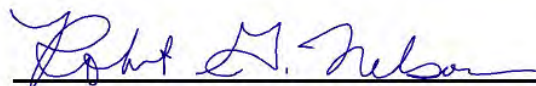
**DIVISION:** Instructional Division  
**PHONE NUMBER:** (559) 457-3731

**CABINET APPROVAL:** Dr. Natasha Baker,  
Chief Academic Officer

**SUPERINTENDENT APPROVAL**



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# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

31786

**Vendor Number**

High Performance Academy LLC.

275 N. Minnewawa Ave. Clovis, CA 93612

**Vendor Name**

559-472-3941

**Address**

Jesus Garcia

**Phone Number**

**Vendor Contact**

**From:** 04/13/2023

**Through:** 06/30/2023

**Term (Duration)**

**FUSD Contract Administrator:**

Valerie Martinez

Extended Learning

559-248-7539

**Name**

**Site/ Dept**

**Telephone number**

**Budget (Fund-Unit-Dept.-Activity-Object)** 060-2600-0790-1981-5899

**Annual Cost** \$267,312.50

(Contract will not be authorized to exceed this amount w/c

**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:**

High Performance Academy LLC. (HPA) will provide trilingual marketing content (English, Hmong, Spanish) and various outreach events to increase awareness and participation in 2023 Summer Camps and After School Programs. HPA will conduct promotional giveaways; a Cinco De Mayo-FUSD x HPA Night, which includes 500 Fresno Fuego tailgate and game experience tickets; Street Team Event Activation at 40 FUSD sites between April 13 - June 30, and five Soccer Camps for 150 students and their families, which includes a DJ, 360 photo booth, entertainment, and a food truck.

At the conclusion of the outreach events, HPA will submit an executive summary report and an invoice outlining services provided.

Please indicate where the work will be performed: Work to be performed on FUSD property

Date Item is to appear on **Board of Education Agenda:** 04/12/23 Will this contract be submitted with **Bundled Contracts?** No  
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

*AB*

3/24/2023

Signed

Date

Reviewed & approved by Risk Management

*Harvey*

3/31/2023

Signed

Date

Reviewed & approved by Department Head

*James*

Mar 15, 2023

Signed

Date

Please return signed agreement back to (name/email) : Frandis Thao & Francine Pedersen Extended Learning



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 060-2600-0790-1981-5899

District Contact Person: Valerie Martinez

Budget Manager Approval: 04/22  
Secretary and (Mar 15, 2023 to CC PD)

Contractor's Vendor Name: High Performance Academy LLC.

Contractor's Contact Person: Jesus Garcia

Contractor's Title: Founder

Contractor's Telephone

Number: 559-472-3941

Contractor's E-mail: [jesus@hpanation.com](mailto:jesus@hpanation.com)

Contractor's Address: 275 N. Minnewawa Avenue, Clovis, CA 93612

This Independent Contractor Services Agreement is made and entered into effective 04/13/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and High Performance Academy LLC. ("Contractor").

#### I. Contractor Services. Contractor agrees to provide

High Performance Academy LLC. (HPA) will provide trilingual marketing content (English, Hmong, Spanish) and various outreach events to increase awareness and participation in 2023 Summer Camps and After School Programs. HPA will conduct promotional giveaways; a Cinco De Mayo-FUSD x HPA Night, which includes 500 Fresno Fuego tailgate and game experience tickets; Street Team Event Activation at 40 FUSD sites between April 13 - June 30, and five Soccer Camps for 150 students and their families, which includes a DJ, 360 photo booth, entertainment, and a food truck.

At the conclusion of the outreach events, HPA will submit an executive summary report and an invoice outlining services provided.

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 04/13/2023 , and shall terminate on 06/30/2023 . 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 \$267,312.50 per agreement \$267,312.50 , Not to exceed . Checks will be made payable to High Performance Academy LLC. 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. ☐ Yes (See below) ☒ No, Vendor initial here JD

- a. Lodging \$0 Actual cost of single occupancy. Not to exceed \$100 per night. \*Receipt Required.
- b. Meals \$0 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. \*Receipt Required.
- c. Travel \$0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$0 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$267,312.50
- f. Other \$0

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. 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 this Agreement.

Contractor's initials JD District's initials MS

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 David Chavez, by phone at 559-457-3500, by email at [David.Chavez@fresnounified.org](mailto:David.Chavez@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.

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- 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.
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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 may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant 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 JD District's initials SS

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. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

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

District:

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

Contractor: High Performance Academy L

*Name:* Jesus Garcia

*Address:*

275 N. Minnewawa Avenue  
Clovis, CA 93612

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

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
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. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. 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  
Patrick Jensen, Interim Chief Financial Offic

\_\_\_\_\_

*Date*

Risk Management  
Approved As To Form:  
Stacey Sandoval, Executive Director



\_\_\_\_\_

**3/31/2023**

*Date*

**CONTRACTOR**

High Performance Academy LLC.



\_\_\_\_\_  
*Name:* Jesus Garcia                      *Title:* Founder

Mar 15, 2023

*Date*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**AGENDA ITEM A-12**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive, etc.)

**TITLE AND SUBJECT:** Approve Multiyear Agreement with Key Government Finance for Updates, Subscriptions, and Support of Core Network Infrastructure, Content Filter, and Firewall

**ITEM DESCRIPTION:** Included in the Board binders is information on the multiyear agreement with Key Government Finance from Development Group, Inc. for annual updates, subscriptions, and support of Cisco core network infrastructure, Cisco Umbrella content filter, and Cisco Firepower firewall.

It is recommended the Board approve the multiyear agreement with Key Government Finance from Development Group, Inc. for annual updates, subscriptions, and support of Cisco core network infrastructure, Cisco Umbrella content filter, and Cisco Firepower firewall.

The board previously authorized Development Group, Inc. for purchases of technology goods and services through piggyback contract #3-17-70-2686N, California Multiple Award Schedule (CMAS). This multiyear contract provides discounted pricing and protections against price increases during the term of the contract.

This contract represents a discounted annual payment over each of three years as follows:

- \$383,554 in July 2023
- \$383,554 in July 2024
- \$383,554 in July 2025

These payments cover the annual updates and technical support through June of 2026.

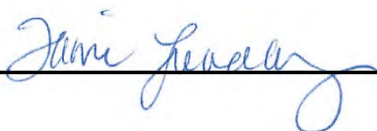
**FINANCIAL SUMMARY:** Sufficient funds are available in the Information Technology budget for the annual amount of \$383,554.


**PREPARED BY:** Philip Neufeld,  
Executive Officer

**DIVISION:** Information Technology  
**PHONE NUMBER:** (559) 457-3164

**CABINET APPROVAL:** Tami Lundberg,  
Chief Technology Officer

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_



# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>24985</u>	
<b>Vendor Number</b>	
<b>Key Government Finance</b>	1000 South McCalin Blvd, Superior, CO 80027
<b>Vendor Name</b>	<b>Address</b>
720-304-1295	Peter Brook
<b>Phone Number</b>	<b>Vendor Contact</b>
<b>From:</b> 7/1/2023	<b>Through:</b> 6/30/2026
<b>Term (Duration)</b>	
<b>FUSD Contract Administrator:</b>	
Philip Neufeld	Information Technology 559-250-7442
<i>Name</i>	<i>Site/ Dept Telephone number</i>

**Budget (Fund-Unit-Dept.-Activity-Object)** 030-0140-0886-0000-7707-5899

**Annual Cost** \$ 383,554.00 (Estimated Amount)

**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:**

For annual updates, subscriptions, and support of Cisco core network infrastructure, Cisco Umbrella content filter, and Cisco Firepower firewall.

This contract represents a discounted annual payment over each of three years as follows:

- \$383,554 in July 2023
- \$383,554 in July 2024
- \$383,554 in July 2025

These payments cover the annual updates and technical support through June of 2026.

Please indicate where the work will be performed: Work to be performed remotely in the st

Date Item is to appear on **Board of Education Agenda:** 04/12/23 Will this contract be submitted with Bundled Contracts? No  
(Contracts of \$15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:**

*[Signature]* 3/24/23  
Signed Date

Reviewed & approved by **Risk Management**

*[Signature]* 3/24/23  
Signed Date

Reviewed & approved by **Department Head**

*[Signature]* 3/24/23  
Signed Date

Please return signed agreement back to (name/email) : Steve Evans/Steven.Evans@fresnounified.o



Key Government Finance, Inc.  
1000 South McCaslin Boulevard  
Superior, CO 80027-9456

March 21, 2023

Fresno Unified School District  
2309 Tulare St  
Fresno, CA 937212266

Re: Taxable Installment Payment Agreement

Dear Philip Neufeld:

Enclosed, please find two (2) sets of financing documents for your review and execution - please **print out two (2) sets**. Execute both sets and return all of the originals to my attention. **The original sets of the executed documents are required prior to funding your transaction. To expedite the return of these documents, please overnight them to me:**

**KEY GOVERNMENT FINANCE, INC.**

**ATTN: Peter Brook**

**1000 S. MCCASLIN BLVD, SUPERIOR, CO 80027**

Only the person(s) with Signing Authority, as listed in the contract, should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, Key Government Finance will return a fully executed original set for your files.

***Please Note: All fully executed documents must be returned no later than April 14, 2023; otherwise, the transaction is subject to repricing. Also, one of our representatives will contact you prior to funding to conduct a Telephone Audit to review the terms of your contract and to confirm the property that we are financing for you. We will also answer any questions you may have. If you will not be available, list the name of any individual that you wish to authorize on your behalf to complete this Audit.***

Name \_\_\_\_\_ Title \_\_\_\_\_

Executed documents required for funding are:

- o Taxable Installment Payment Agreement\*
- o Schedule to Installment Payment Agreement\*
- o Exhibit A – Customer's Counsel's Opinion. Exhibit A is the standard legal opinion used by Key Government Finance, Inc. This opinion will need to be processed by your attorney on their letterhead. Your attorney will want to review the Installment Payment Agreement.
- o Board Minutes/Resolution We will require board resolution (or minutes) evidencing formal approval of the acquisition, the content of which shall indicate an intent to appropriate or formally fund payments related to the acquisition.
- o 1<sup>st</sup> Payment (if required)

\*The items above marked with an asterisk require a signature in the presence of a witness/attestor. The attesting of the signature does not require a notary, but the signature of a person present at the time the document is signed.

Please contact me at 720-304-1295 with any questions.

Sincerely,  
Peter Brook  
Account Manager

## Taxable Installment Payment Agreement, Dated April 14, 2023

**AGREEMENT:** This Installment Payment Agreement ("IPA") is made by and between Key Government Finance, Inc. ("KGF") and the Customer named below in connection with the license to be granted by Licensor (as defined in the Schedule) to Customer of certain software described in the Schedule (the "Licensed Software") and provision by Licensor of certain maintenance, professional and/or support services in connection with the Licensed Software ("Services"), all as further identified in the software license agreement described in the Schedule ("License Agreement"). Software license fees and related service fees in the amounts set forth in the Schedule (collectively, "Fees") are owing by Customer to Licensor pursuant to the License Agreement. Customer and KGF have agreed that instead of Customer's paying the Fees to Licensor, KGF will satisfy Customer's obligation to pay the Fees to Licensor and, in consideration thereof, Customer agrees to pay KGF the Installment Payments (as defined below) due hereunder, all upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Schedule. Customer acknowledges that the Installment Payments to be paid by Customer to KGF may exceed the amounts paid by KGF to the Licensor in satisfaction of the Customer's obligations to pay the Fees. Any amounts set forth in the License Agreement that are not financed under this Agreement shall be due and payable by Customer to Licensor at the times and in the manner set forth in the License Agreement. This IPA is separate from, and independent of, the License Agreement. This IPA together with the Schedule shall be defined as this "Agreement." **THIS AGREEMENT MERGES ALL PRIOR UNDERSTANDINGS AND CONSTITUTES THE FINAL AND COMPLETE AGREEMENT** between KGF and Customer relating to the Licensed Software, Services, Fees and Installment Payments. Documentation (e.g., orders and invoices) between or among Customer and Licensor or any services vendor, dealer, distributor or manufacturer does not apply to this Agreement or to KGF. KGF shall have no obligation to advance any funds hereunder unless and until Customer satisfies all conditions precedent and other requirements of KGF, including providing such evidence of acceptance of the Licensed Software as KGF shall require in its sole discretion. KGF and Customer agree as follows:

**TERM:** The Term of this Agreement shall begin on the commencement date set forth in the Schedule and shall terminate upon payment of the final Installment Payment set forth in the Schedule, unless terminated sooner pursuant to this Agreement.

**INSTALLMENT PAYMENTS:** Customer shall promptly pay Installment Payments in the amounts, and on the dates specified, in the Schedule.

**NO OFFSET:** SUBJECT TO THE PARAGRAPH ENTITLED "NONAPPROPRIATION" HEREIN, THE OBLIGATIONS OF CUSTOMER TO PAY THE INSTALLMENT PAYMENTS DUE UNDER THE SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY FOR WHICH THE LICENSED SOFTWARE OR SERVICES ARE BEING PROVIDED, ANY PROVISION IN THE LICENSE AGREEMENT RELATING TO THE POSSIBILITY OF OFFSET, REFUND OR SUSPENSION OF PAYMENT, REVOCATION OF THE SOFTWARE LICENSE OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT CUSTOMER'S RIGHTS OR ACTIONS AGAINST LICENSOR OR ANY VENDOR. Customer shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Licensed Software or Services.

**LATE CHARGES:** Should Customer fail to duly pay any part of any Installment Payment or other sum to be paid to KGF under this Agreement on the date on which such amount is due hereunder, then Customer shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

**TAXES:** (a) To the extent applicable, Customer shall timely pay all assessments, license fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines, or penalties whatsoever, whether payable by KGF or Customer, on or relating to the Installment Payments, Licensed Software or Services, or the use, ownership or operation thereof, and on or relating to this Agreement; excluding, however, KGF's net income taxes. Applicable sales and use taxes shall be paid with the Installment Payments unless Customer provides evidence of direct payment authority or an exemption certificate valid in the state where the Licensed Software and Services are provided.

(b) Customer agrees that it will not list or report any Licensed Software or Services for property tax purposes unless otherwise directed in writing by KGF. Upon receipt of any property tax bill pertaining to the Licensed Software or Services from the appropriate taxing authority, KGF will pay such tax and invoice Customer for the expense. Customer will reimburse KGF for such expense on the next Installment Payment date. Customer shall be responsible for claiming or obtaining any exemption from property taxes to which Customer may be entitled under applicable law, and for informing KGF of any such exemption.



**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** Customer hereby represents and warrants to KGF that: (a) Customer is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulations and Rulings related thereto. (b) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and, if required, by its governing body pursuant to a resolution (which resolution, if requested by KGF, is attached hereto), to execute and deliver the License Agreement and this Agreement and to carry out its obligations thereunder and hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the License Agreement and this Agreement. (d) The Licensed Software and the Services will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Customer's need for the Licensed Software and Services is not expected to diminish during the term of this Agreement. (e) Customer has funds available to pay Installment Payments until the end of its current appropriation period and intends to request funds in accordance with applicable provisions of law to make Installment Payments in each appropriation period, from now until the end of the term of this Agreement. (f) Customer has never defaulted, failed to pay or non-appropriated on a lease, loan or bond. (g) The Customer shall not waive the performance of, or amend, modify or otherwise alter any term or condition of the License agreement. (h) The Customer shall comply at all times with all applicable requirements of the Code. (i) Customer's exact legal name is as set forth on the first page of this Agreement. Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to KGF. (j) As of the date hereof, no litigation is pending (or, to Customer's knowledge, threatened) against Customer in any court (1) seeking to restrain or enjoin the delivery of the Agreement or of other agreements similar to the Agreement; (2) questioning the authority of Customer to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on, the Agreement; (3) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (4) affecting the provisions made for the payment of or security for the Agreement. (k) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Non-Appropriation exists at the date hereof with respect to this Agreement. (l) Customer has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Installment Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

**RISK OF LOSS: COVENANTS.** Customer shall not be required to indemnify or hold KGF harmless against liabilities arising from the Agreement. However, as between KGF and Customer, and to the extent permitted by law and subject to appropriation of funds by Customer, Customer shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, proceedings, actions, damages or losses arising under or related to the Licensed Software and Services, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that Customer shall not bear the risk of loss of, nor pay for, any claims, proceedings, actions, damages or losses that arise directly from the gross negligence or willful misconduct of KGF.

**ASSIGNMENT BY CUSTOMER:** Without KGF's prior written consent, Customer may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Licensed Software or Services, this Agreement or any interest therein. Customer agrees not to take any action that would eliminate the need for the Licensed Software or Services during the Term; provided that in the event of a Nonappropriation, as hereinafter defined, this restriction shall not apply.

**ASSIGNMENT BY KGF:** KGF may assign, sell or encumber all or any part of this Agreement, the Installment Payments and any other rights or interests of KGF hereunder.

**NONAPPROPRIATION:** Non-Appropriation means the failure of Customer's governing body to appropriate funds to pay Installment Payments. If the Customer appropriates moneys for the Installment Payments, the Customer's obligation to pay Installment Payments will be irrevocable, enforceable and the failure to pay the Installment Payments will be an Event of Default under this Agreement. If sufficient funds are not appropriated to make Installment Payments under this Agreement, this Agreement shall terminate and Customer shall not be obligated to make Installment Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which Installment Payments have been appropriated, cease receiving the Licensed Software and Services. If Customer fails to cease receiving the Licensed Software or Services, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of Installment Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to cease receiving the Licensed Software or Services and for any other loss suffered by KGF as a result of Customer's failure to cease receiving the Licensed Software or Services as required. Customer shall notify KGF in writing within seven (7) days after the failure of the Customer to appropriate funds sufficient for the payment of the Installment Payments, but failure to provide such notice shall not operate to extend the term of this Agreement or result in any liability to Customer.

**EVENTS OF DEFAULT:** Customer shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by KGF in writing: (a) Default by Customer in payment of any Installment Payment or any other indebtedness or obligation now or hereafter owed by Customer to KGF under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by KGF to Customer, or (b) any warranty, representation or statement made or furnished to KGF by or on behalf of Customer proves to have been false in any material respect when made or furnished, or (c) dissolution, termination of existence, discontinuance of the Customer, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Customer, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Customer. UPON THE OCCURRENCE OF A DEFAULT, CUSTOMER IRREVOCABLY CONSENTS TO KGF'S REQUEST FOR A TERMINATION BY LICENSOR OF ANY SERVICES AND OF ANY LICENSE FOR THE LICENSED SOFTWARE AND IRREVOCABLY WAIVES ANY CLAIM IT MAY HAVE AGAINST KGF OR LICENSOR WITH RESPECT THERETO. LICENSOR SHALL BE A THIRD PARTY BENEFICIARY OF THIS CONSENT AND WAIVER.

**REMEDIES OF KGF:** Upon the occurrence of any Event of Default and at any time thereafter, KGF may, without any further notice, exercise one or more of the following remedies as KGF in its sole discretion shall elect: (a) terminate this Agreement and all of Customer's rights hereunder as to any or all items of the Licensed Software or Services, including notifying Licensor to cease providing the Licensed Software or Services to Customer, which shall be binding on Licensor and the Customer; (b) proceed by appropriate court action or actions to enforce performance by Customer of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to KGF at law or in equity or otherwise; (c) KGF may cause Licensor to terminate or cause to be terminated all licenses granted to Customer under the License Agreement to the extent such licenses have been financed pursuant to this Agreement, and/or withhold or cause to be withheld any Services provided under or in connection with the License Agreement; (d) declare all unpaid Installment Payments and other sums payable hereunder during the current fiscal year of the Term to be immediately due and payable without any presentment, demand or protest and/or take any and all actions to which KGF shall be entitled under applicable law. Upon KGF's written demand therefor, Customer shall immediately cease its use of the Licensed Software and related Services regardless of whether Customer is in default of its obligations under the License Agreement and Customer shall, at KGF's sole option, either (i) deliver to KGF in writing the certification of a duly authorized officer of Customer to the effect that Customer has ceased its use of the Licensed Software and related Services, or (ii) assemble the Licensed Software and make it available to KGF at a place to be designated by KGF which is reasonably convenient to KGF and Customer. In the event Customer is entitled to transfer the right to use the Licensed Software to any third party, Customer hereby (x) agrees to transfer any such right to use the Licensed Software to KGF or any third party selected by KGF, and (y) acknowledges that Customer shall have no right to fees payable by any third party in connection with such transfer. No right or remedy herein conferred upon or reserved to KGF is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Customer agrees to pay to KGF or reimburse KGF for, in addition to all other amounts due hereunder, all of KGF's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. **UNLESS PROHIBITED BY LAW, CUSTOMER AND KGF HEREBY IRREVOCABLY WAIVED ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

**DISCLAIMER OF WARRANTIES:** Customer acknowledges that KGF does not hold title to the Licensed Software and that Customer is or shall be the licensee of the same directly from Licensor. The use of the Licensed Software by Customer is subject to the terms of the License Agreement. KGF MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, AND KGF DISCLAIMS SAME. CUSTOMER WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST KGF FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES) OR EXPENSE ARISING OUT OF, CAUSED BY OR RELATED TO THE LICENSED SOFTWARE OR ANY SERVICES COVERED BY THE LICENSE AGREEMENT OR A TERMINATION OF THE LICENSED SOFTWARE AND SERVICES, EVEN IF KGF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

**GRANT OF SECURITY INTEREST:** To secure Customer's payment and performance of its obligations under this Agreement, Customer hereby grants KGF a security interest in (a) the License Agreement, including, without limitation, the licenses granted thereunder; (b) all rights to payment thereunder relating to any refund, indemnification, and/or abatement to which Customer is or becomes entitled, no matter how or when arising, whether such rights are classified as accounts, general intangibles, or otherwise; and (c) all proceeds of the foregoing to secure all obligations to KGF and its affiliates arising in connection with this Agreement or otherwise. Customer authorizes KGF to file financing statements.

**LICENSOR BANKRUPTCY:** In the event of a Licensor bankruptcy, Customer agrees to take no action toward the termination of this Agreement and shall continue to make payments to KGF in accordance with the terms of the License Agreement and this Agreement. To the extent that the License Agreement grants Customer an interest in the source code, Customer shall take all legal action necessary under the United States Bankruptcy Code or otherwise in order to obtain the source code and shall take other actions as necessary to protect its rights to use the Licensed Software. In the event Customer fails to take such action, Customer hereby appoints KGF as its attorney-in-fact, coupled with an interest, to take all actions as are necessary to secure Customer's right to use the Licensed Software, all at Customer's sole cost and expense.

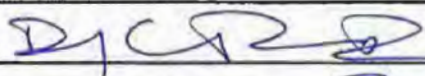
**NOTICES:** All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to KGF or Customer at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

**CONTINUING DISCLOSURE:** KGF acknowledges that, in connection with Customer's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Customer pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Customer may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Agreement and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Customer shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding KGF or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Customer acknowledges and agrees that KGF is not responsible in connection with any EMMA Notice relating to this Agreement for Customer's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

**AMENDMENTS AND WAIVERS:** This Agreement and the Schedule executed by KGF and Customer constitute the entire agreement between KGF and Customer with respect to the Licensed Software and Services and this Agreement may not be amended except in writing signed by both parties.

**CONSTRUCTION:** This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon KGF and Customer and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

IN WITNESS WHEREOF, KGF and Customer have caused this IPA to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Accepted by KGF:</b>
Key Government Finance, Inc. ("KGF") 1000 South McCaslin Blvd. Superior, CO 80027
By: 
Name: <u>Douglas C. Pearce II</u>
Title: <u>Assistant V.P.</u>

<b>Agreed to by Customer:</b>
Fresno Unified School District ("Customer") 2309 Tulare St Fresno, CA 937212266
By:
Name:
Title:
The above named representative of Customer held at the time of authorization of this IPA by the governing body of Customer and holds at the present time the office set forth above, has been duly authorized to sign this IPA, and the signature set forth above is his or her true signature.
Attest By:
Name:
Title:

## Schedule to Installment Payment Agreement

This **Schedule** is entered into pursuant to the Taxable Installment Payment Agreement dated as of April 14, 2023 between KGF and Customer.

1. Interpretation. The terms and conditions of the Taxable Installment Payment Agreement (the "Agreement") are incorporated herein.
2. Licensor. Cisco Systems, Inc.
3. Software License Agreement. The Software License Agreement subject to this Schedule is as set forth in that certain Development Group, Inc Proposal No. 29750, dated 02/07/2023 and Proposal No. 29694, dated 01/30/2023.
4. Licensed Software. The Licensed Software subject to this Schedule is as set forth in that certain .
5. Services Description. The Services subject to this Schedule are as set forth in that certain Development Group, Inc Proposal No. 29750, dated 02/07/2023 and Proposal No. 29694, dated 01/30/2023.
6. Software license fees and related service fees.

License and/or Service Fees:	\$1,150,661.56
Sales/use tax financed (if any):	\$0.00
Total Amount financed:	\$1,150,661.56

7. Term and Payments. Term and Installment Payments are per the table below. Customer, so long as no Event of Default has occurred and is continuing, shall have the option to prepay the Installment Payments due under this Schedule by paying the Principal portion shown in the table below, plus all accrued and unpaid interest thereon, plus a prepayment premium equal to 3% of the outstanding principal.
8. Expiration. KGF, at its sole determination, may choose not to accept this Schedule if the fully executed, original Agreement (including this Schedule and all ancillary documents) are not received by KGF at its place of business by April 14, 2023
9. Opinion of Counsel. Customer has provided the opinion of its legal counsel substantially in the form as attached as Exhibit A, hereto.
10. Commencement Date. April 14, 2023
11. Payment of Proceeds. The undersigned, an authorized representative of Customer hereby requests and authorizes KGF to disburse the net proceeds of the Agreement as follows:

PAYEE NAME	AMOUNT	PAY BY	
Development Group, Inc.	\$1,150,661.56	<input type="checkbox"/> Check	<input checked="" type="checkbox"/> Wire
			(please separately include vendor's wire instructions)

**Please Note:**

If you are directing us to make a payment to a third party (i.e. not paying your own bank account) then we strongly recommend that you phone the third party payee on a verifiable phone number and confirm that the payment instructions that you received are valid. Fraudulent emails with fake payment instructions, fake phone numbers and contact names, are common and you should not rely on any information received via email without subsequently validating that information.

**12. Customer's Invoice Instructions:**

**CUSTOMER'S BILL TO ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CUSTOMER'S BILLING CONTACT:**

First and Last Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**PURCHASE ORDER NUMBER:**

Invoices require purchase order numbers: YES \_\_\_ NO \_\_\_ Purchase Order Number: \_\_\_\_\_

Payment Due Date	Installment Payment	Outstanding Balance
7/1/2023	\$ 385,701.40	\$ 771,402.79
7/1/2024	\$ 385,701.40	\$ 385,701.40
7/1/2025	\$ 385,701.40	\$ -

IN WITNESS WHEREOF, KGF and Customer have caused this Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above. This Schedule shall not be binding upon KGF until any and all conditions precedent contained herein have been met and receipt of, in form satisfactory to KGF in its sole discretion, all required documentation and credit enhancements from Customer including but not limited to, acceptance certificate, counsel opinion(s), insurance certificate(s), and tax documentation.

Key Government Finance, Inc.
By: <u>Dy C P R</u>
Name: <u>Douglas C. Pearson II</u>
Title: <u>Assistant V.P.</u>

Fresno Unified School District
By:
Name:
Title:

The above named representative of Customer held at the time of authorization of this Schedule by the governing body of Customer and holds at the present time the office set forth above, has been duly authorized to sign this Schedule, and the signature set forth above is his or her true signature.

Attest By:
Name:
Title:



ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A PROFESSIONAL LAW CORPORATION

ATTORNEYS AT LAW

10 RIVER PARK PLACE EAST, SUITE 240  
FRESNO, CALIFORNIA 93720-1534  
(559) 225-6700

FAX (559) 225-3416  
WWW.AALRR.COM

CERRITOS  
(562) 653-3200

IRVINE  
(949) 453-4260

MARIN  
(628) 234-6200

PASADENA  
(626) 583-8600

BMartin@aalrr.com  
(559) 221-2881

PLEASANTON  
(925) 227-9200

RIVERSIDE  
(951) 683-1122

SACRAMENTO  
(916) 923-1200

SAN DIEGO  
(858) 485-9526

OUR FILE NUMBER

005801.00001  
40635053.1

March 24, 2023

Key Government Finance, Inc.  
Attn: Peter Brook  
1000 S. McCaslin Blvd.  
Superior, CO 80027

Fresno Unified School District  
Attn: Stacey A. Sandoval  
2309 Tulare Street  
Fresno, California 93721

**Re: Installment Payment Agreement between Key Government Finance, Inc. and  
Fresno Unified School District; Lease No. 2003334893**

Dear Ladies and Gentlemen:

We have acted as special counsel to Fresno Unified School District ("Customer"), in connection with the Installment Payment Agreement (Lease No. 2003334893), and Schedule dated as of April 14, 2023, between Fresno Unified School District ("Customer") and Key Government Finance, Inc. ("KGF"), and any amendment or addendum thereto, if any (the "Installment Payment Agreement"), and the License Agreement, as such term is defined in the Installment Payment Agreement, between Licensor and Customer (together, the Installment Payment Agreement and License Agreement being referred to herein as, the "Agreement"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

We have assumed, without undertaking to verify the same by independent investigation, the following: (a) the authenticity of original documents and the genuineness of all signatures; (b) the conformity to the originals of all documents submitted to us as copies; (c) as to matters of fact, the truth, accuracy, and completeness of the information, representations, and warranties contained in the documents, certificates, records and papers; (d) compliance with all covenants and agreements contained in the Agreement; (e) the due authorization of the execution, delivery and performance by the parties, as applicable; and (f) the absence of any evidence extrinsic to the provisions of the Agreement between the Parties, that the Parties intended a meaning contrary to that expressed below by the written provisions of the Agreement.

Key Government Finance, Inc.

March 24, 2023

Page 2

The opinions hereinafter expressed are based on an analysis of existing laws, regulations, rulings and court decisions, and cover certain matters not directly addressed by such authorities. Moreover, the opinions hereinafter expressed may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or omitted or do occur and we disclaim any obligation to update this letter.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Customer is a public body corporate and politic, duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Customer has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.
3. All proceedings of Customer and its governing body relating to the authorization and approval of the Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
4. The Agreement has been duly executed and delivered by Customer and constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Customer, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
5. The execution of the Agreement and the appropriation of moneys to pay the Payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Customer.
6. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Customer in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Customer to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Key Government Finance, Inc.

March 24, 2023

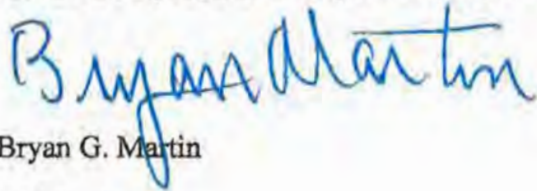
Page 3

We express no opinion as to matters governed by laws other than the laws of the State and the federal laws of the United States of America, and express no opinion as to the effect or enforceability of the provisions of the Agreement to the extent that: (1) such provisions require District to waive trial by jury; or (2) such provisions require District to indemnify Key Government Finance, Inc., and/or Vendor.

No attorney-client relation has existed or exists between our firm and Key Government Finance, Inc., or Vendor in connection with the authorization or delivery of the Agreement or by virtue of this letter. This letter is delivered to the addressee hereof, solely for its benefit in connection with the execution and delivery of the Agreement. The foregoing opinions may be relied upon by Key Government Finance, Inc., its successors and assigns.

Very truly yours,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO



Bryan G. Martin

BGM:sah



## EMAIL INVOICE ACKNOWLEDGEMENT

Key Government Finance, Inc. sends payment invoices, as a courtesy and for your information, to its clients via email in order to provide a faster and more efficient service.

Please provide the information requested below in order for us to ensure that these invoices are sent to the appropriate email address.

Email Address \_\_\_\_\_

Retype email address \_\_\_\_\_

We recommend that you provide a team email address that is monitored by more than one person in order to reduce the risk that the recipient is unavailable. Request to change this email address should be email to [customerservice@leasingcentral.com](mailto:customerservice@leasingcentral.com).

We also recommend that you add the [noreply@leasingcentral.com](mailto:noreply@leasingcentral.com) email address to your email address book so that these emails are not flagged as Spam.

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### Acknowledgement

The email address provided above is confirmed to be correct, secure, and should be utilized for all current, proposed and future transaction payment invoices between Key Government Finance, Inc. and Fresno Unified School District

Fresno Unified School District acknowledges that it will no longer receive paper invoices and that it remains obligated to make all payments as they come due, regardless of whether an invoice has been received or not.

### Fresno Unified School District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# INVOICE



Key Government Finance, Inc.  
1000 S. McCaslin Blvd.  
Superior CO 80027

<b>Bill to:</b> Fresno Unified School District 2900 Tulare St Fresno, CA 93721-1440		<b>Invoice No.</b> 2003334885 - 01	
		<b>Invoice Date:</b> March 21, 2023	
		<b>Lease No.</b> 2003334885	
		<b>Purchase Order No.</b>	
		<b>Reference:</b> Cisco SmartNet and Licenses	
<b>Qty</b>			
1	<b>Item</b>	<b>Description</b>	<b>Total</b>
	Rental Payment	Payment due July 01, 2023	\$385,701.40
		<b>Tax</b>	
		<b>Balance Due</b>	\$385,701.40
<b>Please remit funds to:</b> Key Government Finance, Inc. Attn: Peter Brook 1000 S. McCaslin Blvd. Superior, CO 80027 Contact Phone: 720-304-1295		<b>REMITTANCE INFORMATION</b>	
		<b>Date:</b>	
		<b>Amount Due:</b>	
		<b>Amount Enclosed:</b>	
<b>Please remember to:</b> 1) Make checks payable to Key Government Finance, Inc 2) Return a copy of this invoice with your payment. 3) Keep a copy of this invoice for your records. 4) Direct all inquiries to the contact listed above.			
<b>Comments:</b>			

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

**DISTRICT**

Fresno Unified School District

Patrick Jensen, Interim Chief Financial Officer

\_\_\_\_\_  
*Date*

Risk Management

Approved As To Form:

Stacey Sandoval, Executive Director

\_\_\_\_\_  
*3/24/23*  
*Date*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**AGENDA ITEM A-13**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive, etc.)

**TITLE AND SUBJECT:** Approve Multiyear Agreement with Key Government Finance for Updates and Technical Support of District Telecommunications Systems

**ITEM DESCRIPTION:** Included in the Board binders is information on the multiyear agreement with Key Government Finance from Development Group, Inc. for annual updates and technical support of the district's Cisco telecommunication systems.

It is recommended the Board approve the multiyear agreement with Key Government Finance from Development Group, Inc. for annual updates and support of the district's Cisco telecommunication systems. The Board previously authorized Development Group, Inc. for purchases of technology goods and services through piggyback contract #3-17-70-2686N, California Multiple Award Schedule (CMAS). This multiyear contract provides discounted pricing and protections against price increases during the term of the contract.

This contract represents a discounted annual payment over each of five years as follows:

- \$184,671 in July 2023
- \$184,671 in July 2024
- \$184,671 in July 2025
- \$184,671 in July 2026
- \$184,671 in July 2027

These payments cover the annual updates and technical support through June of 2028.


**FINANCIAL SUMMARY:** Sufficient funds are available in the Information Technology budget for the annual amount of \$184,671.

**PREPARED BY:** Philip Neufeld,  
Executive Officer

**DIVISION:** Information Technology  
**PHONE NUMBER:** (559) 457-3164

**CABINET APPROVAL:** Tami Lundberg,  
Chief Technology Officer

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_  
Philip Neufeld  
Executive Officer

  
\_\_\_\_\_  
Tami Lundberg  
Chief Technology Officer



# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

24985

Vendor Number

Key Government Finance

1000 South McCalin Blvd, Superior, CO 80027

Vendor Name

720-304-1295

Address

Peter Brook

Phone Number

Vendor Contact

From: 7/1/2023

Through: 6/30/2028

Term (Duration)

FUSD Contract Administrator:

Philip Neufeld

Information Technology

559-250-7442

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 030-0140-0886-0000-7707-5899

Annual Cost \$ 184,671.00 (Estimated Amount)

**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:**

For annual updates and technical support of the District's Cisco telecommunication systems.

This contract represents a discounted annual payment over each of five years as follows:

- \$184,671 in July 2023
- \$184,671 in July 2024
- \$184,671 in July 2025
- \$184,671 in July 2026
- \$184,671 in July 2027

These payments cover the annual updates and technical support through June of 2028.

Please indicate where the work will be performed: Work to be performed remotely in the st

Date Item is to appear on **Board of Education Agenda: 04/12/23** Will this contract be submitted with Bundled Contracts? No  
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

*[Signature]* 3/24/23  
Signed Date

Reviewed & approved by Risk Management

*[Signature]* 3/24/23  
Signed Date

Reviewed & approved by Department Head

*[Signature]* 3/24/23  
Signed Date

Please return signed agreement back to (name/email) : Steve Evans/Steven.Evans@fresnounified.org



Key Government Finance, Inc.  
1000 South McCaslin Boulevard  
Superior, CO 80027-9456

March 21, 2023

Fresno Unified School District  
2309 Tulare St  
Fresno, CA 937212266

Re: Taxable Installment Payment Agreement

Dear Philip Neufeld:

Enclosed, please find two (2) sets of financing documents for your review and execution - please **print out two (2) sets**. Execute both sets and return all of the originals to my attention. **The original sets of the executed documents are required prior to funding your transaction. To expedite the return of these documents, please overnight them to me:**

**KEY GOVERNMENT FINANCE, INC.**

**ATTN: Peter Brook**

**1000 S. MCCASLIN BLVD, SUPERIOR, CO 80027**

Only the person(s) with Signing Authority, as listed in the contract, should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, Key Government Finance will return a fully executed original set for your files.

***Please Note: All fully executed documents must be returned no later than April 14, 2023; otherwise, the transaction is subject to re-pricing. Also, one of our representatives will contact you prior to funding to conduct a Telephone Audit to review the terms of your contract and to confirm the property that we are financing for you. We will also answer any questions you may have. If you will not be available, list the name of any individual that you wish to authorize on your behalf to complete this Audit.***

Name \_\_\_\_\_ Title \_\_\_\_\_

Executed documents required for funding are:

- Taxable Installment Payment Agreement\*
- Schedule to Installment Payment Agreement\*
- Exhibit A – Customer's Counsel's Opinion. Exhibit A is the standard legal opinion used by Key Government Finance, Inc. This opinion will need to be processed by your attorney on their letterhead. Your attorney will want to review the Installment Payment Agreement.
- Board Minutes/Resolution We will require board resolution (or minutes) evidencing formal approval of the acquisition, the content of which shall indicate an intent to appropriate or formally fund payments related to the acquisition.
- 1<sup>st</sup> Payment (if required)

\*The items above marked with an asterisk require a signature in the presence of a witness/attestor. The attesting of the signature does not require a notary, but the signature of a person present at the time the document is signed.

Please contact me at 720-304-1295 with any questions.

Sincerely,  
Peter Brook  
Account Manager

## Taxable Installment Payment Agreement, Dated April 14, 2023

**AGREEMENT:** This Installment Payment Agreement ("IPA") is made by and between Key Government Finance, Inc. ("KGF") and the Customer named below in connection with the license to be granted by Licensor (as defined in the Schedule) to Customer of certain software described in the Schedule (the "Licensed Software") and provision by Licensor of certain maintenance, professional and/or support services in connection with the Licensed Software ("Services"), all as further identified in the software license agreement described in the Schedule ("License Agreement"). Software license fees and related service fees in the amounts set forth in the Schedule (collectively, "Fees") are owing by Customer to Licensor pursuant to the License Agreement. Customer and KGF have agreed that instead of Customer's paying the Fees to Licensor, KGF will satisfy Customer's obligation to pay the Fees to Licensor and, in consideration thereof, Customer agrees to pay KGF the Installment Payments (as defined below) due hereunder, all upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Schedule. Customer acknowledges that the Installment Payments to be paid by Customer to KGF may exceed the amounts paid by KGF to the Licensor in satisfaction of the Customer's obligations to pay the Fees. Any amounts set forth in the License Agreement that are not financed under this Agreement shall be due and payable by Customer to Licensor at the times and in the manner set forth in the License Agreement. This IPA is separate from, and independent of, the License Agreement. This IPA together with the Schedule shall be defined as this "Agreement." **THIS AGREEMENT MERGES ALL PRIOR UNDERSTANDINGS AND CONSTITUTES THE FINAL AND COMPLETE AGREEMENT** between KGF and Customer relating to the Licensed Software, Services, Fees and Installment Payments. Documentation (e.g., orders and invoices) between or among Customer and Licensor or any services vendor, dealer, distributor or manufacturer does not apply to this Agreement or to KGF. KGF shall have no obligation to advance any funds hereunder unless and until Customer satisfies all conditions precedent and other requirements of KGF, including providing such evidence of acceptance of the Licensed Software as KGF shall require in its sole discretion. KGF and Customer agree as follows:

**TERM:** The Term of this Agreement shall begin on the commencement date set forth in the Schedule and shall terminate upon payment of the final Installment Payment set forth in the Schedule, unless terminated sooner pursuant to this Agreement.

**INSTALLMENT PAYMENTS:** Customer shall promptly pay Installment Payments in the amounts, and on the dates specified, in the Schedule.

**NO OFFSET:** SUBJECT TO THE PARAGRAPH ENTITLED "NONAPPROPRIATION" HEREIN, THE OBLIGATIONS OF CUSTOMER TO PAY THE INSTALLMENT PAYMENTS DUE UNDER THE SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY FOR WHICH THE LICENSED SOFTWARE OR SERVICES ARE BEING PROVIDED, ANY PROVISION IN THE LICENSE AGREEMENT RELATING TO THE POSSIBILITY OF OFFSET, REFUND OR SUSPENSION OF PAYMENT, REVOCATION OF THE SOFTWARE LICENSE OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT CUSTOMER'S RIGHTS OR ACTIONS AGAINST LICENSOR OR ANY VENDOR. Customer shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Licensed Software or Services.

**LATE CHARGES:** Should Customer fail to duly pay any part of any Installment Payment or other sum to be paid to KGF under this Agreement on the date on which such amount is due hereunder, then Customer shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

**TAXES:** (a) To the extent applicable, Customer shall timely pay all assessments, license fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines, or penalties whatsoever, whether payable by KGF or Customer, on or relating to the Installment Payments, Licensed Software or Services, or the use, ownership or operation thereof, and on or relating to this Agreement; excluding, however, KGF's net income taxes. Applicable sales and use taxes shall be paid with the Installment Payments unless Customer provides evidence of direct payment authority or an exemption certificate valid in the state where the Licensed Software and Services are provided.

(b) Customer agrees that it will not list or report any Licensed Software or Services for property tax purposes unless otherwise directed in writing by KGF. Upon receipt of any property tax bill pertaining to the Licensed Software or Services from the appropriate taxing authority, KGF will pay such tax and invoice Customer for the expense. Customer will reimburse KGF for such expense on the next Installment Payment date. Customer shall be responsible for claiming or obtaining any exemption from property taxes to which Customer may be entitled under applicable law, and for informing KGF of any such exemption.

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** Customer hereby represents and warrants to KGF that: (a) Customer is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulations and Rulings related thereto. (b) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and, if required, by its governing body pursuant to a resolution (which resolution, if requested by KGF, is attached hereto), to execute and deliver the License Agreement and this Agreement and to carry out its obligations thereunder and hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the License Agreement and this Agreement. (d) The Licensed Software and the Services will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Customer's need for the Licensed Software and Services is not expected to diminish during the term of this Agreement. (e) Customer has funds available to pay Installment Payments until the end of its current appropriation period and intends to request funds in accordance with applicable provisions of law to make Installment Payments in each appropriation period, from now until the end of the term of this Agreement. (f) Customer has never defaulted, failed to pay or non-appropriated on a lease, loan or bond. (g) The Customer shall not waive the performance of, or amend, modify or otherwise alter any term or condition of the License agreement. (h) The Customer shall comply at all times with all applicable requirements of the Code. (i) Customer's exact legal name is as set forth on the first page of this Agreement. Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to KGF. (j) As of the date hereof, no litigation is pending (or, to Customer's knowledge, threatened) against Customer in any court (1) seeking to restrain or enjoin the delivery of the Agreement or of other agreements similar to the Agreement; (2) questioning the authority of Customer to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on, the Agreement; (3) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (4) affecting the provisions made for the payment of or security for the Agreement. (k) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Non-Appropriation exists at the date hereof with respect to this Agreement. (l) Customer has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Installment Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

**RISK OF LOSS: COVENANTS.** Customer shall not be required to indemnify or hold KGF harmless against liabilities arising from the Agreement. However, as between KGF and Customer, and to the extent permitted by law and subject to appropriation of funds by Customer, Customer shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, proceedings, actions, damages or losses arising under or related to the Licensed Software and Services, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that Customer shall not bear the risk of loss of, nor pay for, any claims, proceedings, actions, damages or losses that arise directly from the gross negligence or willful misconduct of KGF.

**ASSIGNMENT BY CUSTOMER:** Without KGF's prior written consent, Customer may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Licensed Software or Services, this Agreement or any interest therein. Customer agrees not to take any action that would eliminate the need for the Licensed Software or Services during the Term; provided that in the event of a Nonappropriation, as hereinafter defined, this restriction shall not apply.

**ASSIGNMENT BY KGF:** KGF may assign, sell or encumber all or any part of this Agreement, the Installment Payments and any other rights or interests of KGF hereunder.

**NONAPPROPRIATION:** Non-Appropriation means the failure of Customer's governing body to appropriate funds to pay Installment Payments. If the Customer appropriates moneys for the Installment Payments, the Customer's obligation to pay Installment Payments will be irrevocable, enforceable and the failure to pay the Installment Payments will be an Event of Default under this Agreement. If sufficient funds are not appropriated to make Installment Payments under this Agreement, this Agreement shall terminate and Customer shall not be obligated to make Installment Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which Installment Payments have been appropriated, cease receiving the Licensed Software and Services. If Customer fails to cease receiving the Licensed Software or Services, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of Installment Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to cease receiving the Licensed Software or Services and for any other loss suffered by KGF as a result of Customer's failure to cease receiving the Licensed Software or Services as required. Customer shall notify KGF in writing within seven (7) days after the failure of the Customer to appropriate funds sufficient for the payment of the Installment Payments, but failure to provide such notice shall not operate to extend the term of this Agreement or result in any liability to Customer.



**EVENTS OF DEFAULT:** Customer shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by KGF in writing: (a) Default by Customer in payment of any Installment Payment or any other indebtedness or obligation now or hereafter owed by Customer to KGF under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by KGF to Customer, or (b) any warranty, representation or statement made or furnished to KGF by or on behalf of Customer proves to have been false in any material respect when made or furnished, or (c) dissolution, termination of existence, discontinuance of the Customer, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Customer, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Customer. UPON THE OCCURRENCE OF A DEFAULT, CUSTOMER IRREVOCABLY CONSENTS TO KGF'S REQUEST FOR A TERMINATION BY LICENSOR OF ANY SERVICES AND OF ANY LICENSE FOR THE LICENSED SOFTWARE AND IRREVOCABLY WAIVES ANY CLAIM IT MAY HAVE AGAINST KGF OR LICENSOR WITH RESPECT THERETO. LICENSOR SHALL BE A THIRD PARTY BENEFICIARY OF THIS CONSENT AND WAIVER.

**REMEDIES OF KGF:** Upon the occurrence of any Event of Default and at any time thereafter, KGF may, without any further notice, exercise one or more of the following remedies as KGF in its sole discretion shall elect: (a) terminate this Agreement and all of Customer's rights hereunder as to any or all items of the Licensed Software or Services, including notifying Licensor to cease providing the Licensed Software or Services to Customer, which shall be binding on Licensor and the Customer; (b) proceed by appropriate court action or actions to enforce performance by Customer of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to KGF at law or in equity or otherwise; (c) KGF may cause Licensor to terminate or cause to be terminated all licenses granted to Customer under the License Agreement to the extent such licenses have been financed pursuant to this Agreement, and/or withhold or cause to be withheld any Services provided under or in connection with the License Agreement; (d) declare all unpaid Installment Payments and other sums payable hereunder during the current fiscal year of the Term to be immediately due and payable without any presentment, demand or protest and/or take any and all actions to which KGF shall be entitled under applicable law. Upon KGF's written demand therefor, Customer shall immediately cease its use of the Licensed Software and related Services regardless of whether Customer is in default of its obligations under the License Agreement and Customer shall, at KGF's sole option, either (i) deliver to KGF in writing the certification of a duly authorized officer of Customer to the effect that Customer has ceased its use of the Licensed Software and related Services, or (ii) assemble the Licensed Software and make it available to KGF at a place to be designated by KGF which is reasonably convenient to KGF and Customer. In the event Customer is entitled to transfer the right to use the Licensed Software to any third party, Customer hereby (x) agrees to transfer any such right to use the Licensed Software to KGF or any third party selected by KGF, and (y) acknowledges that Customer shall have no right to fees payable by any third party in connection with such transfer. No right or remedy herein conferred upon or reserved to KGF is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Customer agrees to pay to KGF or reimburse KGF for, in addition to all other amounts due hereunder, all of KGF's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. **UNLESS PROHIBITED BY LAW, CUSTOMER AND KGF HEREBY IRREVOCABLY WAIVED ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

**DISCLAIMER OF WARRANTIES:** Customer acknowledges that KGF does not hold title to the Licensed Software and that Customer is or shall be the licensee of the same directly from Licensor. The use of the Licensed Software by Customer is subject to the terms of the License Agreement. KGF MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE LICENSED SOFTWARE OR SERVICES COVERED BY THE LICENSE AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, AND KGF DISCLAIMS SAME. CUSTOMER WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST KGF FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES) OR EXPENSE ARISING OUT OF, CAUSED BY OR RELATED TO THE LICENSED SOFTWARE OR ANY SERVICES COVERED BY THE LICENSE AGREEMENT OR A TERMINATION OF THE LICENSED SOFTWARE AND SERVICES, EVEN IF KGF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

**GRANT OF SECURITY INTEREST:** To secure Customer's payment and performance of its obligations under this Agreement, Customer hereby grants KGF a security interest in (a) the License Agreement, including, without limitation, the licenses granted thereunder; (b) all rights to payment thereunder relating to any refund, indemnification, and/or abatement to which Customer is or becomes entitled, no matter how or when arising, whether such rights are classified as accounts, general intangibles, or otherwise; and (c) all proceeds of the foregoing to secure all obligations to KGF and its affiliates arising in connection with this Agreement or otherwise. Customer authorizes KGF to file financing statements.

**LICENSOR BANKRUPTCY:** In the event of a Licensor bankruptcy, Customer agrees to take no action toward the termination of this Agreement and shall continue to make payments to KGF in accordance with the terms of the License Agreement and this Agreement. To the extent that the License Agreement grants Customer an interest in the source code, Customer shall take all legal action necessary under the United States Bankruptcy Code or otherwise in order to obtain the source code and shall take other actions as necessary to protect its rights to use the Licensed Software. In the event Customer fails to take such action, Customer hereby appoints KGF as its attorney-in-fact, coupled with an interest, to take all actions as are necessary to secure Customer's right to use the Licensed Software, all at Customer's sole cost and expense.

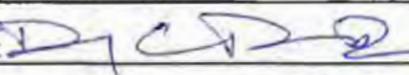
**NOTICES:** All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to KGF or Customer at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

**CONTINUING DISCLOSURE:** KGF acknowledges that, in connection with Customer's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Customer pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Customer may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Agreement and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Customer shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding KGF or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Customer acknowledges and agrees that KGF is not responsible in connection with any EMMA Notice relating to this Agreement for Customer's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

**AMENDMENTS AND WAIVERS:** This Agreement and the Schedule executed by KGF and Customer constitute the entire agreement between KGF and Customer with respect to the Licensed Software and Services and this Agreement may not be amended except in writing signed by both parties.

**CONSTRUCTION:** This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon KGF and Customer and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

IN WITNESS WHEREOF, KGF and Customer have caused this IPA to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Accepted by KGF:</b>
Key Government Finance, Inc. ("KGF") 1000 South McCaslin Blvd. Superior, CO 80027
By: 
Name: <u>Douglas C. Pearce II</u>
Title: <u>Assistant V.P.</u>

<b>Agreed to by Customer:</b>
Fresno Unified School District ("Customer") 2309 Tulare St Fresno, CA 937212266
By:
Name:
Title:
The above named representative of Customer held at the time of authorization of this IPA by the governing body of Customer and holds at the present time the office set forth above, has been duly authorized to sign this IPA, and the signature set forth above is his or her true signature.
Attest By:
Name:
Title:

## Schedule to Installment Payment Agreement

This **Schedule** is entered into pursuant to the Taxable Installment Payment Agreement dated as of April 14, 2023 between KGF and Customer.

1. Interpretation. The terms and conditions of the Taxable Installment Payment Agreement (the "Agreement") are incorporated herein.
2. Licensor. Cisco Systems, Inc.
3. Software License Agreement. The Software License Agreement subject to this Schedule is as set forth in that certain Development Group, Inc. Proposal No. 29804, dated 02/17/2023.
4. Licensed Software. The Licensed Software subject to this Schedule is as set forth in that certain .
5. Services Description. The Services subject to this Schedule are as set forth in that certain Development Group, Inc. Proposal No. 29804, dated 02/17/2023.
6. Software license fees and related service fees.

License and/or Service Fees:	\$919,716.09
Sales/use tax financed (if any):	\$0.00
Total Amount financed:	\$919,716.09

7. Term and Payments. Term and Installment Payments are per the table below. Customer, so long as no Event of Default has occurred and is continuing, shall have the option to prepay the Installment Payments due under this Schedule by paying the Principal portion shown in the table below, plus all accrued and unpaid interest thereon, plus a prepayment premium equal to 3% of the outstanding principal.
8. Expiration. KGF, at its sole determination, may choose not to accept this Schedule if the fully executed, original Agreement (including this Schedule and all ancillary documents) are not received by KGF at its place of business by **April 14, 2023**
9. Opinion of Counsel. Customer has provided the opinion of its legal counsel substantially in the form as attached as Exhibit A, hereto.
10. Commencement Date. April 14, 2023
11. Payment of Proceeds. The undersigned, an authorized representative of Customer hereby requests and authorizes KGF to disburse the net proceeds of the Agreement as follows:

PAYEE NAME	AMOUNT	PAY BY	
Development Group, Inc.	\$919,716.09	<input type="checkbox"/> Check	<input checked="" type="checkbox"/> Wire
			(please separately include vendor's wire instructions)

**Please Note:**

If you are directing us to make a payment to a third party (i.e. not paying your own bank account) then we strongly recommend that you phone the third party payee on a verifiable phone number and confirm that the payment instructions that you received are valid. Fraudulent emails with fake payment instructions, fake phone numbers and contact names, are common and you should not rely on any information received via email without subsequently validating that information.

12. Customer's Invoice Instructions:

**CUSTOMER'S BILL TO ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CUSTOMER'S BILLING CONTACT:**


First and Last Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**PURCHASE ORDER NUMBER:**

Invoices require purchase order numbers: YES \_\_\_ NO \_\_\_ Purchase Order Number: \_\_\_\_\_

Payment Due Date	Installment Payment	Outstanding Balance
7/1/2023	\$ 184,670.30	\$ 738,681.22
7/1/2024	\$ 184,670.30	\$ 554,010.91
7/1/2025	\$ 184,670.30	\$ 369,340.61
7/1/2026	\$ 184,670.30	\$ 184,670.30
7/1/2027	\$ 184,670.30	\$ -

IN WITNESS WHEREOF, KGF and Customer have caused this Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above. This Schedule shall not be binding upon KGF until any and all conditions precedent contained herein have been met and receipt of, in form satisfactory to KGF in its sole discretion, all required documentation and credit enhancements from Customer including but not limited to, acceptance certificate, counsel opinion(s), insurance certificate(s), and tax documentation.

Key Government Finance, Inc.
By: 
Name: <u>Douglas C. Pearce</u>
Title: <u>Assistant V.P.</u>

Fresno Unified School District
By:
Name:
Title:

The above named representative of Customer held at the time of authorization of this Schedule by the governing body of Customer and holds at the present time the office set forth above, has been duly authorized to sign this Schedule, and the signature set forth above is his or her true signature.

Attest By:
Name:
Title:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

A PROFESSIONAL LAW CORPORATION  
ATTORNEYS AT LAW

10 RIVER PARK PLACE EAST, SUITE 240  
FRESNO, CALIFORNIA 93720-1534  
(559) 225-6700

FAX (559) 225-3416  
WWW.AALRR.COM

CERRITOS  
(562) 653-3200

IRVINE  
(949) 453-4260

MARIN  
(628) 234-6200

PASADENA  
(626) 583-8600

BMarth@aalrr.com  
(559) 221-2881

PLEASANTON  
(925) 227-9200

RIVERSIDE  
(951) 683-1122

SACRAMENTO  
(916) 923-1200

SAN DIEGO  
(858) 485-9526

OUR FILE NUMBER  
005801.00001  
40639881.1

March 24, 2023

Key Government Finance, Inc.  
Attn: Peter Brook  
1000 S. McCaslin Blvd.  
Superior, CO 80027

Fresno Unified School District  
Attn: Stacey A. Sandoval  
2309 Tulare Street  
Fresno, California 93721

Re: **Installment Payment Agreement between Key Government Finance, Inc. and  
Fresno Unified School District; Lease No. 2003334885**

Dear Ladies and Gentlemen:

We have acted as special counsel to Fresno Unified School District ("Customer"), in connection with the Installment Payment Agreement (Lease No. 2003334885), and Schedule dated as of April 14, 2023, between Fresno Unified School District ("Customer") and Key Government Finance, Inc. ("KGF"), and any amendment or addendum thereto, if any (the "Installment Payment Agreement"), and the License Agreement, as such term is defined in the Installment Payment Agreement, between Licensor and Customer (together, the Installment Payment Agreement and License Agreement being referred to herein as, the "Agreement"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

We have assumed, without undertaking to verify the same by independent investigation, the following: (a) the authenticity of original documents and the genuineness of all signatures; (b) the conformity to the originals of all documents submitted to us as copies; (c) as to matters of fact, the truth, accuracy, and completeness of the information, representations, and warranties contained in the documents, certificates, records and papers; (d) compliance with all covenants and agreements contained in the Agreement; (e) the due authorization of the execution, delivery and performance by the parties, as applicable; and (f) the absence of any evidence extrinsic to the provisions of the Agreement between the Parties, that the Parties intended a meaning contrary to that expressed below by the written provisions of the Agreement.



Key Government Finance, Inc.

March 24, 2023

Page 2

The opinions hereinafter expressed are based on an analysis of existing laws, regulations, rulings and court decisions, and cover certain matters not directly addressed by such authorities. Moreover, the opinions hereinafter expressed may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or omitted or do occur and we disclaim any obligation to update this letter.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Customer is a public body corporate and politic, duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Customer has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.
3. All proceedings of Customer and its governing body relating to the authorization and approval of the Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
4. The Agreement has been duly executed and delivered by Customer and constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Customer, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
5. The execution of the Agreement and the appropriation of moneys to pay the Payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Customer.
6. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Customer in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Customer to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Key Government Finance, Inc.  
March 24, 2023  
Page 3

We express no opinion as to matters governed by laws other than the laws of the State and the federal laws of the United States of America, and express no opinion as to the effect or enforceability of the provisions of the Agreement to the extent that: (1) such provisions require District to waive trial by jury; or (2) such provisions require District to indemnify Key Government Finance, Inc., and/or Vendor.

No attorney-client relation has existed or exists between our firm and Key Government Finance, Inc., or Vendor in connection with the authorization or delivery of the Agreement or by virtue of this letter. This letter is delivered to the addressee hereof, solely for its benefit in connection with the execution and delivery of the Agreement. The foregoing opinions may be relied upon by Key Government Finance, Inc., its successors and assigns.

Very truly yours,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO



Bryan G. Martin

BGM:sah

## EMAIL INVOICE ACKNOWLEDGEMENT

Key Government Finance, Inc. sends payment invoices, as a courtesy and for your information, to its clients via email in order to provide a faster and more efficient service.

Please provide the information requested below in order for us to ensure that these invoices are sent to the appropriate email address.

Email Address \_\_\_\_\_

Retype email address \_\_\_\_\_

We recommend that you provide a team email address that is monitored by more than one person in order to reduce the risk that the recipient is unavailable. Request to change this email address should be email to [customerservice@leasingcentral.com](mailto:customerservice@leasingcentral.com).

We also recommend that you add the [noreply@leasingcentral.com](mailto:noreply@leasingcentral.com) email address to your email address book so that these emails are not flagged as Spam.

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### Acknowledgement

The email address provided above is confirmed to be correct, secure, and should be utilized for all current, proposed and future transaction payment invoices between Key Government Finance, Inc. and Fresno Unified School District

Fresno Unified School District acknowledges that it will no longer receive paper invoices and that it remains obligated to make all payments as they come due, regardless of whether an invoice has been received or not.

### Fresno Unified School District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



# INVOICE



Key Government Finance, Inc.  
1000 S. McCaslin Blvd.  
Superior CO 80027

<b>Bill to:</b> Fresno Unified School District 2900 Tulare St Fresno, CA 93721-1440	Invoice No.	2003334893-01
	Invoice Date:	March 21, 2023
	Lease No.	2003334893
	Purchase Order No.	
	Reference:	Cisco SmartNet and Licenses

Qty	Item	Description	Total
1	Rental Payment	Payment due July 01, 2023	\$184,670.30
		Tax	
		Balance Due	\$184,670.30

Please remit funds to:  
Key Government Finance, Inc.  
Attn: Peter Brook  
1000 S. McCaslin Blvd.  
Superior, CO 80027  
Contact Phone: 720-304-1295

## REMITTANCE INFORMATION

Date:	
Amount Due:	
Amount Enclosed:	

### Please remember to:

- 1) Make checks payable to Key Government Finance, Inc
- 2) Return a copy of this invoice with your payment.
- 3) Keep a copy of this invoice for your records.
- 4) Direct all inquiries to the contact listed above.

Comments:

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

**DISTRICT**

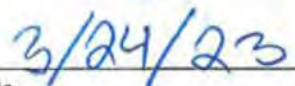
Fresno Unified School District  
Patrick Jensen, Interim Chief Financial Officer

\_\_\_\_\_

\_\_\_\_\_  
*Date*

Risk Management  
Approved As To Form:  
Stacey Sandoval, Executive Director



  
\_\_\_\_\_  
*Date*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**AGENDA ITEM A-14**

**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 Agreement with Kincade Productions, LLC.

**ITEM DESCRIPTION:** Included with the Board binders is an agreement with Kincade Productions, LLC. Industry-recognized certifications represent knowledge or skills demonstrated by students that align with industry expectations and are often required for employment within certain industries. Kincade Productions, LLC. offers an industry-recognized certification for production assistants that is used within the television and film industries for entry-level positions. The addendum expands on the district's current agreement to include video production students at Hoover and McLane high schools.

The current agreement became effective July 01, 2022, in the amount of \$15,000. Kincade Productions, LLC. continues to support Career Technical Education high school students enrolled in arts, media, and entertainment courses such as Video Production. Kincade Productions, LLC. has been working with the California Department of Education on recognizing the certification through the state's arts, media, and entertainment advisors. The curriculum and corresponding certification are currently offered at Fresno and Sunnyside high schools.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$10,425 are available through the Career Technical Education budget.

**PREPARED BY:** Jeremy Ward,  
Assistant Superintendent

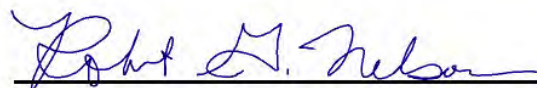
**DIVISION:** Instructional Division  
**PHONE NUMBER:** (559) 457-3731

**CABINET APPROVAL:** Dr. Natasha Baker,  
Chief Academic Officer

**SUPERINTENDENT APPROVAL:**



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# Fresno Unified School District Contract Routing Form

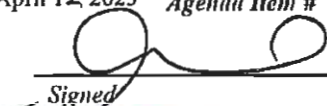

Completed independent contract agreement must be attached

Kincade Productions, LLC		PO Box 590071, San Francisco, CA 94159	
<b>Vendor Name</b> 559-960-9152		<b>Address</b> Susan Kincade	
<b>Phone Number From:</b> April 13, 2023		<b>Vendor Contact</b> Through: June 30, 2023	
<b>Term (Duration)</b> FUSD Contract Administrator: Jeremy Ward		Career Technical Education / CCR 248-7465	
<b>Name</b>		<b>Site/ Dept</b>	<b>Telephone number</b>
<b>Budget (Fund-Unit-)</b>		030-0152-0710-3800-5899	
<b>Dept.-Annual Cost</b> \$10,425		Please choose an (Contract will not be authorized to exceed this amount w/o BOE approval)	

**Signature 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 ☒

Kincade Productions, LLC will provide a subscription to the five-course series, "How To Become a Successful Film Production Assistant" at \$125.00 per district-identified students for a 10-month period. Career Technical Education students at McLane and Hoover will be given access in their capstone video course.

Date Item is to appear on Board of Education Agenda:	April 12, 2023	Agenda Item #	(Contracts of \$15,000.00 or more)
Reviewed & approved by Cabinet Level Officer:			3/6/23
	Signed		Date
Reviewed & approved by Executive Director, Risk Management:			3/7/2023
	Signed		Date
Please return signed contract to:	College & Career Readiness - CTE		
Kristen Boroski	Department		
Name			



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: Career Technical Education / CCR

District Contact Person: Kristen Boroski

Budget Manager Approval:

Contractor's Vendor Name: Kincade Productions, LLC  
Contractor's Contact Person: Susan Kincade

Contractor's Title: Owner-Operator

Contractor's Telephone Number: 559-960-9152

Contractor's E-mail: susankincade44@gmail.com

Contractor's Address: PO Box 590071, San Francisco, CA 94159

Contractor's Taxpayer ID# or SSN#: EIN; 84-5133014

This Independent Contractor Services Agreement is made and entered into effective April 13, 2021 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide a subscription to the five-course series, "How To Become a Successful Film Production Assistant" at \$125.00 per district-identified students for a 10-month period. Career Technical Education students at McLane and Hoover will be given access in their capstone video course.



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 April 13, 2023 and shall terminate on June 30, 2023. 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 \_\_\_\_\_ per invoice. Not to exceed \$10,425. Checks will be made payable to Kincade Productions. 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.** ☐ Yes (See below) ☒ No, Vendor initial here JK

- a. **Lodging** \_\_\_\_\_ Actual cost of single occupancy. Not to exceed \$100 per night. \*Receipt Required.
- b. **Meals** \_\_\_\_\_ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. \*Receipt Required.
- c. **Travel** \_\_\_\_\_ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. **Supplies** \_\_\_\_\_ As negotiated with school/department contracting for service.
- e. **Total Estimated Cost (Sum of paragraphs 4 and 5a - d):** \$ 10425
- f. **Other** \_\_\_\_\_

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. **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 District's 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 JK

District's initials ff

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](mailto: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 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. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure

or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

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. Independent Contractor Status. 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. 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 may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant 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 SK District's initials SS

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. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

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

District:

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

Contractor: Kincade  
Productions, LLC

*Name: Susan Kincade, Owner-Operator, Kincade  
Productions LLC*

*Address: PO Box 590071, San Francisco, CA 94159*

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

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
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. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. 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

\_\_\_\_\_  
Patrick Jensen, Interim Chief Financial Officer

\_\_\_\_\_  
*Date*

**CONTRACTOR**

  
\_\_\_\_\_  
*Name:* \_\_\_\_\_, *Title:* \_\_\_\_\_

March 2, 2023

\_\_\_\_\_  
*Date*

Approved As To Form:

  
\_\_\_\_\_  
Stacey Sandoval, Risk Management

3/7/2023  
\_\_\_\_\_  
*Date*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**AGENDA ITEM A-15**

**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 Michael O'Neill**

**ITEM DESCRIPTION:** Included in the Board binders is an agreement with Michael O'Neill to provide the Instructional Division data technical assistance.

Due to the need for school sites to meet deadlines for accurate data submissions, a consultant with both school site and technical information experience is needed to support Fresno Unified School District's school site submissions and the Instructional Division's departments.

There are annual data pulls and submissions to meet California's Local Education Agency system compliance requirements for the California Longitudinal Pupil Achievement Data System. In past years, data errors have impacted data quality and dashboard performance outcomes.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$30,000 are available in the Chief Academic Office budget.

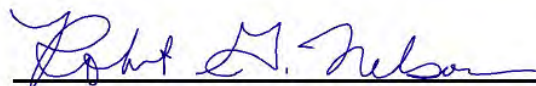
**PREPARED BY:** Dr. Natasha Baker,  
Chief Academic Officer

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

**CABINET APPROVAL:** Dr. Natasha Baker,  
Chief Academic Officer

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_



# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

31776

**Vendor Number**

Michael O'Neill

1313 Moonstone Ave, Beaumont, CA 92223

**Vendor Name**

(951) 581-4064

**Address**

Michael O'Neill

**Phone Number**

**Vendor Contact**

**From:** 4/13/2023

**Through:** 6/30/2023

**Term (Duration)**

**FUSD Contract Administrator:**

Natasha Baker

Instructional Division-CAO

(559) 457-3731

**Name**

**Site Dept**

**Telephone number**

**Budget (Fund-Unit-Dept.-Activity-Object)** 030-0500-0601-1110-2140-5110 & 060-3010-0601-1

**Annual Cost** \$ 30,000.00

(Contract will not be authorized to exceed this amount w/)

**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:**

Provide the Instructional Division data system design work and the technical assistance.

Please indicate where the work will be performed: Work to be performed remotely in the st

Date Item is to appear on Board of Education Agenda: 04/12/23 Will this contract be submitted with Bundled Contracts? No  
(Contracts of \$15,000 (0) or more)

Reviewed & approved by Cabinet Level Officer:

  
natasha.baker (Mar 20, 2023 10:29 PDT)

Mar 20, 2023

Signed

Date

Reviewed & approved by Risk Management



3/23/2023

Signed

Date

Reviewed & approved by Department Head

  
natasha.baker (Mar 20, 2023 10:29 PDT)

Mar 20, 2023

Signed

Date

Please return signed agreement back to (name/email) : Elvira Galaviz elvira.galaviz@fresnounci




# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 030-0500-0601-1110-2140-5110 & 060-3010-0601-1110-2140

District Contact Person: Natasha Baker

Budget Manager Approval:   
Natasha Baker (May 20, 2023 10:29 PDT)

Contractor's Vendor Name: Michael O'Neill

Contractor's Contact Person: Michael O'Neill

Contractor's Title:

Contractor's Telephone

Number: (951) 581-4064

Contractor's E-mail: moneill1313@gmail.com

Contractor's Address: 1313 Moonstone Ave, Beaumont, CA 92223

This Independent Contractor Services Agreement is made and entered into effective 4/13/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Michael O'Neill ("Contractor").

#### 1. Contractor Services. Contractor agrees to provide

Provide the Instructional Division data system design work and technical assistance.

Participate in district meetings (as schedule allows) to collect feedback from leaders/staff on current CALPADS practices, challenges with data quality, and programming in ATLAS and CALPADS. This feedback will be used to help draft a plan to improve current processes.

Scrub process for school sites and the Instructional Divisions' departments.

For the remainder of the CALPADS data corrections period for the 2022-23 school year, the Instructional Division's CALPADS consultant will support correction processes for each data pull, which may include training Fresno Unified school site and central office staff.

Work with Fresno Unified staff to develop best practices and a series of steps to train school level and district staff.

Provide CALPADS quality checks throughout the year.

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 4/13/2023 , and shall terminate on 6/30/2023 . 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 \$ 30,000 per agree~~m~~<sup>nt</sup> , Not to exceed \$ 30,000.00 . Checks will be made payable to Michael O'Neill . 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. ☐ Yes (See below) ☒ No, Vendor initial here MSO

- a. Lodging \_\_\_\_\_ Actual cost of single occupancy. Not to exceed \$100 per night. \*Receipt Required.
- b. Meals \_\_\_\_\_ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. \*Receipt Required.
- c. Travel \_\_\_\_\_ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \_\_\_\_\_ As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 30,000.00
- f. Other \_\_\_\_\_

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. 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.pcepas.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 this Agreement.

Contractor's initials MSO District's initials SS

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 David Chavez, by phone at 559-457-3500, by email at [David.Chavez@fresnounified.org](mailto:David.Chavez@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.

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- 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.
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  - 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.

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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.

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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 this Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

17. Independent Contractor Status. 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. 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 may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant 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 MSO District's initials SS

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. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

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

District:

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

Contractor: Michael O'Neill

*Name:* Michael O'Neill

*Address:*

1313 Moonstone Ave  
Beaumont, CA 92223

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

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do so 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. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. 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  
Patrick Jensen, Interim Chief Financial Officer

\_\_\_\_\_

\_\_\_\_\_  
*Date*

Risk Management  
Approved As To Form:  
Stacey Sandoval, Executive Director

  
\_\_\_\_\_

**3/23/2023**  
\_\_\_\_\_  
*Date*

**CONTRACTOR**

Michael O'Neill

  
Michael S. O'Neill (Mar 19, 2023 23:37 PDT)

*Name:* Michael O'Neill *Title:*

**Mar 19, 2023**

\_\_\_\_\_  
*Date*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**AGENDA ITEM A-16**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive, etc.)

**TITLE AND SUBJECT:** Approve Agreement and Piggyback Contract with Tyler Technologies, Inc.

**ITEM DESCRIPTION:** Included in the Board binders is information on an agreement with Tyler Technologies, Inc. Transportation leadership has been tasked with modernizing the Transportation Department. To ensure the safe transport of every student and efficiency for the Transportation Department Tyler offers a simple to use, yet comprehensive, transportation management software solution targeted for a 2023/24 implementation. The term is a three-year period and will begin upon the software access date.

The system will provide services including:

- Provide a modern routing solution to create and optimize routes
- Track required pre- and post-trip bus inspections
- On-board guidance and navigation will provide drivers with turn-by-turn directions
- Streamline employee timekeeping
- Reduces distractions caused by paper route sheets
- Integrated mobile applications let parents know when to expect the bus at their stop, reducing the number of calls to the district and freeing up staff time

Piggybacking is allowed under Public Contract Codes 10299 and 20118, and is a best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency. The district has determined that when appropriate, use of piggyback contracts is advantageous and in the best interest of the district to reduce administrative time and expense, provide back-up contract options and favorable pricing. Piggyback documents for Sourcewell Contract 090320-TTI with Tyler Technologies, Inc. are available for review in the Purchasing Department.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$295,052 are available in the Transportation Department budget.

**PREPARED BY:** Paul Rosencrans,  
Manager II

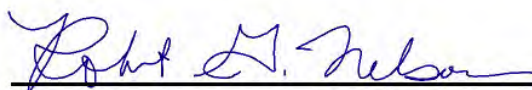
**DIVISION:** Operational Services  
**PHONE NUMBER:** (559) 457-3134

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

**SUPERINTENDENT APPROVAL:**



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# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

TBD

Vendor Number

Tyler Technologies, INC.

One Tyler Drive, Yarmouth, ME 04096

Vendor Name

(207) 671-7318

Address

Robert Kennedy-Jensen

Phone Number

Vendor Contact

From: 4/12/2023

Through: 4/12/2026

Term (Duration)

FUSD Contract Administrator:

Paul Rosencrans

Transportation

457-3103

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 030-7230-0925-0000-3600-5899

Annual Cost \$ 98,350.00

(Estimated Amount)

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:

To ensure the safe transport of every student, peace of mind for parents, and efficiency for the Transportation Department Tyler offers a simple to use, yet comprehensive, transportation management software solution targeted for a 2023/2024 implementation. The term is a three-year period and will begin upon the software access date.

Please indicate where the work will be performed: Work to be performed remotely in the st

Date Item is to appear on Board of Education Agenda: 04/12/23 Will this contract be submitted with Bundled Contracts? No  
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Signed

Date

Reviewed & approved by Risk Management

Signed

Date

Reviewed & approved by Department Head

Signed

Date

Please return signed agreement back to (name/email): Paul Rosencrans, paul.rosencrans@fresnou



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc., and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 11695.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure certain software and services from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Fresno Unified School District, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Defined Vehicles"** means the number of vehicles identified in the Investment Summary for which Client is authorized to use the Tyler Software for routing, avl, field trips and other related K12 transportation activities.



- **"White Fleet Vehicles"** means the number of vehicles which are not used for routing, avl, field trips or other related K12 transportation activities for which Client is authorized to use the Tyler Software and is calculated by subtracting fifty percent (50%) from the number of Defined Vehicles. White Fleet Vehicles have reduced functionality and use the Tyler Software.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summaries"** means the agreed upon cost proposals for the products and services attached as Exhibit A (inclusive of Schedules 1 and 2).
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s), or similar terms for the Third Party Software, as applicable and attached hereto.
- **"Transportation Solution Terms"** means the terms, including terms applicable to items or services provided by third parties, applicable to Tyler's transportation solutions. Copies of current Transportation Solution Terms are included at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.



- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users or Defined Vehicles only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations, and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and as listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users or Defined Vehicles and, if applicable, the amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users, Defined Vehicles or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. **Restrictions.** You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## **SECTION C – PROFESSIONAL SERVICES**

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of

commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 9.2 provide support during our established support hours;
  - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

10. Expiration of Services. Training services for which payment has been made that are not used prior to twenty-four (24) months from the Effective Date of the Agreement shall expire without refund or credit of fees paid to Client.
11. Planned Continuing Annual Education (PACE). PACE is an annual services program, which establishes credits used for training classes and other ongoing product education offerings. The total credits available for use are set forth in the Investment Summary and the term and invoicing of PACE are indicated in the Invoicing and Payment Policy. Unused PACE credits expire at the end of each annual term. In advance of any annual renewal term, you may elect to purchase a different amount of PACE credits for the subsequent annual term, subject to then-current pricing for that option.

#### **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

#### **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

#### **SECTION F – TERM AND TERMINATION**

1. Term. The initial term of this Agreement is three (3) years, commencing on the first day of the first month following connectivity to the software, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew upon mutual agreement for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Client may indicate its agreement to renewal terms by timely payment of a Tyler invoice of annual fees for the renewal term. The foregoing notwithstanding, the initial term for Tyler Drive SaaS commences upon availability of the applicable SaaS Services. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).





- 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## **SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional

equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b)



Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION H – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of

proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.


16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summaries Schedule 1: Hardware Investment Summary Schedule 2: SaaS and Services Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Transportation Solution Terms Schedule 1: Additional Tyler Drive Terms & Conditions Schedule 2: Professional Hardware Installation Terms Schedule 3: Return Merchandise Authorization Process & Termination of GPS & Tyler Drive Units Schedule 4: HERE End User Terms Schedule 5: GeoTab Equipment Warranty
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: 

Name: Robert Kennedy-Jensen

Title: Group General Counsel

Date: March 13, 2023

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Fresno Unified School District

By: \_\_\_\_\_

Name: Patrick Jensen

Title: Interim Chief Financial Officer

Date: \_\_\_\_\_

Address for Notices:

Fresno Unified School District  
2309 Tulare Street  
Fresno, CA 93721-2002  
Attention: \_\_\_\_\_

Approved As To Form



3/23/2023

Stacey Sandoval, Executive Director  
Risk Management



## **Exhibit A Investment Summaries**

The following Investment Summaries details the software and services to be delivered by us to you under the Agreement. The Investment Summaries are effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

*Tyler sales quotation to be inserted prior to Agreement execution.*

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**Exhibit A  
Schedule 1  
Hardware Investment Summary**

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Quoted By:  
Quote Expiration:  
Quote Name:

Damian Cummings  
5/16/23  
94 Tyler Drive Units

**Sales Quotation For:**  
Fresno Unified School District  
1111 Van Ness Ave  
Fresno CA 93721-2002

### 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Annual
<b>Student Transportation</b>				
<b>Tyler Drive</b>				
Version 4 Tablet Kit on the Verizon (US) Network (4G), includes bumper and wall charger for tablet	94	\$ 1,050	\$ 98,700	\$ 0
<b>Accessories</b>				
Shipping and Handling	1	\$ 940	\$ 940	\$ 0
<b>TOTAL</b>			<b>\$ 99,640</b>	<b>\$ 0</b>

### Summary

Total Tyler Software

### One Time Fees

\$ 0

### Recurring Fees

\$ 0

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Total SaaS	\$ 0	\$ 0
Total Tyler Annual Services	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 99,640	\$ 0
<b>Summary Total</b>	<b>\$ 99,640</b>	<b>\$ 0</b>
<b>Contract Total</b>	<b>\$ 99,640</b>	

Currency displayed as US Dollar

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available to you (the "Software Access Date").
- Fees for hardware are invoiced upon shipment.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the availability of the SaaS environment (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Unless otherwise indicated above, fees for annual services are first invoiced upon commencement of the service, with subsequent annual fees, at our then-current rates, invoiced upon each anniversary thereof.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment. For the avoidance of doubt, this paragraph does not apply to migrations for Tyler Student Transportation solutions.
- Expenses associated with onsite services are invoiced as incurred, subject to any travel max indicated in the investment summary.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:

<https://www.tylertech.com/terms/tyler-saas-services>

Your use of a certain software, products, or services in connection with a Tyler student transportation transaction may be subject to additional terms found here:

<https://www.tylertech.com/terms/transportation-solution-terms>.

Transportation Solution Fees. Notwithstanding language to the contrary above, fees for Tyler student transportation solution items are invoiced in accordance with the following:

- Implementation and Other Professional Services (including training): Implementation and training fees for transportation solutions are invoiced as follows: (a) Implementation fee is billed and invoiced when the map is available to you in Tyler's data center and (b) Base Training is billed and invoiced upon completion of the Base Training.
- Other Professional Services: Other professional services, such as route building, project management, consulting, additional product training, hardware installation, additional maps and self-installation training, are invoiced as delivered. For the avoidance of doubt, project management priced on a monthly basis is invoiced on a monthly basis, in arrears.
- Third Party Software Maintenance: First year maintenance fees for the Third Party Software, if any, are invoiced when we make that Third Party Software available to you ("Software Access Date") and cover the one (1) year period commencing on the first day of the month following the Software Access Date.

- Third Party Hardware, Installation Services, Self-Installation Training Services and Shipping and Handling: Third Party Hardware, installation services, and shipping and handling costs, if any, are invoiced upon completion of installation, in the event we are performing the installation. Third Party Hardware, self-installation training services and shipping and handling costs, if any, are invoiced upon delivery, in the event you are performing the installation.
- Third Party Hardware Maintenance: The first year maintenance fees for the Third Party Hardware are invoiced when installation/shipment takes place commencing as follows: (a) if installation/shipment occurs between the first day and fourteenth day of the month, maintenance shall commence on the first day of that month; or (b) if installation/shipment occurs between the fifteenth day and the last day of the month, maintenance shall commence on the first day of the following month. Subsequent maintenance fees for the Third Party Hardware are invoiced annually in advance of each anniversary thereof.

Customer Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

P.O.#: \_\_\_\_\_



**Exhibit A  
Schedule 2  
SaaS and Services Investment Summary**

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Quoted By:  
Quote Expiration:

Damian Cummings  
5/16/23  
TST with TYD Services -  
Sourcewell Contract Discount  
Included

Quote Name:

**Sales Quotation For:**

Fresno Unified School District  
1111 Van Ness Ave  
Fresno CA 93721-2002

**Software as a Service ( SaaS)**

Description	QTY	List Price	First Year Cost
<b>Student Transportation</b>			
<b>Student Transportation powered by Traversa</b>			
Student Transportation Vehicles up to 110	1	\$ 6,750	\$ 6,750
Advanced Routing: Vehicles up to 110	1	\$ 6,530	\$ 6,530
Advanced AVL: Vehicles up to 110	1	\$ 5,532	\$ 5,532
Advanced Activity Trips: Vehicles up to 110	1	\$ 4,105	\$ 4,105
My Ride K-12: Vehicles up to 110	1	\$ 4,084	\$ 4,084
Training Module: Vehicles up to 110	1	\$ 4,105	\$ 4,105
Electronic Rollout Sheet: Vehicles up to 110	1	\$ 4,195	\$ 4,195
Reportwriter	1	\$ 0	\$ 0
<b>Tyler Drive</b>			
Version 4 on the Verizon (US) Network (4G)	94	\$ 315	\$ 29,610
<i>Sub-Total</i>			\$ 64,911
<i>Less Discount:</i>			<i>\$ 3,531</i>

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**TOTAL**  
Term # of Years

3

**\$ 61,380**

**Fixed Fee Services**

Description	Units	Price	Maintenance
<b>Student Transportation</b>			
<b>Student Transportation powered by Traversa</b>			
Implementation	443	\$ 51,388	\$ 0
County Map - Initial Routing Sale	1	\$ 2,500	\$ 0
Base Training	1	\$ 1,856	\$ 0
Advanced AVL Installation and Overview	1	\$ 1,740	\$ 0
<b>Tyler Drive</b>			
Data Analysis	16	\$ 3,040	\$ 0
Configuration Setup	1	\$ 2,280	\$ 0
Configuration Training	4	\$ 760	\$ 0
<b>TOTAL</b>		<b>\$ 63,564</b>	<b>\$ 0</b>

**Hourly Services**

Description	Hours	Total
<b>Student Transportation</b>		
<b>Student Transportation powered by Traversa</b>		
Additional Student Transportation Training	30	\$ 5,700
-Advanced Routing Training (5)		
-Advanced Activity Trips Training (5)		
-My Ride K-12 Training (5)		
-Training Module Training (5)		

-Electronic Rollout Sheet Training (5)			
Go Live Assistance Implementation	21		\$ 3,990
-Core Go Live Assistance			
-Advanced Routing Go Live Assistance			
-Advanced AVL Go Live Assistance			
-Advanced Activity Trips Go Live Assistance			
-My Ride K-12 Go Live Assistance			
-Training Module Go Live Assistance			
-Electronic Rollout Sheet Go Live Assistance			
Project Management - Hourly	26		\$ 4,940
<i>Total</i>	77		\$ 14,630
<b>Tyler Drive</b>			
End User Training: Drivers up to 106	24		\$ 4,560
Go Live Assistance	16		\$ 3,040
Solutions Orientation - Tyler Drive Implementation	2		\$ 380
<i>Total</i>	42		\$ 7,980
<b>Telematic GPS</b>			
Project Management - Hourly	27		\$ 5,130
<i>Total</i>	27		\$ 5,130
<b>TOTAL</b>	146		\$ 27,740

### 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Annual
<b>Student Transportation</b>				
<b>Installation</b>				
Telematic Professional Installation	1	\$ 19,608	\$ 19,608	\$ 0
- Professional Installation - Tyler Drive, Vehicles up to 205				
- Tyler Drive Self-Install Training (1)				



**TOTAL**

**\$ 19,608**

**\$ 0**

**Summary**

**One Time Fees**

**Recurring Fees**

Total Tyler Software

\$ 0

\$ 0

Total SaaS

\$ 0

\$ 61,380

Total Tyler Annual Services

\$ 0

\$ 0

Total Tyler Services

\$ 91,304

\$ 0

Total Third-Party Hardware, Software, Services

\$ 19,608

\$ 0

**Summary Total**

**\$ 110,912**

**\$ 61,380**

**Contract Total**

**\$ 172,292**

Currency displayed as US Dollar

**Comment**

Additional County Map/s with Core Implementation included are

Base County - Fresno

Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs. Online Training Classes are limited to 5 persons and are delivered in 2 hour increments. Onsite Training Classes are limited to 5 persons and are delivered in 8 hour increments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall

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conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available to you (the "Software Access Date").
- Fees for hardware are invoiced upon shipment.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the availability of the SaaS environment (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Unless otherwise indicated above, fees for annual services are first invoiced upon commencement of the service, with subsequent annual fees, at our then-current rates, invoiced upon each anniversary thereof.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment. For the avoidance of doubt, this paragraph does not apply to migrations for Tyler Student Transportation solutions.
- Expenses associated with onsite services are invoiced as incurred, subject to any travel max indicated in the investment summary.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:

<https://www.tylertech.com/terms/tyler-saas-services>

Your use of a certain software, products, or services in connection with a Tyler student transportation transaction may be subject to additional terms found here:

<https://www.tylertech.com/terms/transportation-solution-terms>.

Transportation Solution Fees. Notwithstanding language to the contrary above, fees for Tyler student transportation solution items are invoiced in accordance with the following:

- **Implementation and Other Professional Services (including training):** Implementation and training fees for transportation solutions are invoiced as follows: (a) Implementation fee is billed and invoiced when the map is available to you in Tyler's data center and (b) Base Training is billed and invoiced upon completion of the Base Training.
- **Other Professional Services:** Other professional services, such as route building, project management, consulting, additional product training, hardware installation, additional maps and self-installation training, are invoiced as delivered. For the avoidance of doubt, project management priced on a monthly basis is invoiced on a monthly basis, in arrears.
- **Third Party Software Maintenance:** First year maintenance fees for the Third Party Software, if any, are invoiced when we make that Third Party Software available to you ("Software Access Date") and cover the one (1) year period commencing on the first day of the month following the Software Access Date.
- **Third Party Hardware, Installation Services, Self-Installation Training Services and Shipping and Handling:** Third Party Hardware, installation services, and shipping and handling costs, if any, are invoiced upon completion of installation, in the event we are performing the installation. Third Party Hardware, self-installation training services and shipping and handling costs, if any, are invoiced upon delivery, in the event you are performing the installation.
- **Third Party Hardware Maintenance:** The first year maintenance fees for the Third Party Hardware are invoiced when installation/shipment takes place commencing as follows: (a) if installation/shipment occurs between the first day and fourteenth day of the month, maintenance shall commence on the first day of that month; or (b) if installation/shipment occurs between the fifteenth day and the last day of the month, maintenance shall commence on the first day of the following month. Subsequent maintenance fees for the Third Party Hardware are invoiced annually in advance of each anniversary thereof.

Customer Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

P.O.#: \_\_\_\_\_



## **Exhibit B**

### **Invoicing and Payment Policy**

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **Hardware and Shipping Costs.** We will invoice you for the hardware and shipping costs set forth in the sales quotation attached to this Agreement as Schedule 1 to Exhibit A on the Effective Date.
2. **SaaS Fees and Services Fees.** We will invoice you for the year 1 SaaS Fees and Services Fees set forth in the sales quotation attached to this Agreement as Schedule 2 to Exhibit A on July 1, 2023. Year 1 SaaS Fees shall cover the twelve (12) month period beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Thereafter, annual SaaS Fees are invoiced annually in advance of each anniversary of the commencement of the initial term. Your annual SaaS fees for the initial term are set forth in Schedule 2 to Exhibit A. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
3. **Expenses.** The service rates in Exhibit A, Schedule 2, do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).





**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

**B. Baggage Fees**

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

###### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

###### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch, and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.



5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C Service Level Agreement

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

### III. **Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time, and duration of the Downtime(s).

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.



Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

**c. Client Relief**

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

**IV. Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

**V. Force Majeure**

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



## **Exhibit C Schedule 1 Support Call Process**

### **Support Channels**

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

### *Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

### **Support Availability**

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

## Issue Handling

### *Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote locations; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

### *Incident Escalation*

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

### *Remote Support Tool*

Some support calls require further analysis of the client's database, process, or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**Exhibit D**  
**Transportation Solution Terms**

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**Exhibit D**  
**Schedule 1**  
**Tyler Drive Terms and Conditions**

**Hardware Terms and Conditions**

1. **Warranty.** Tyler passes through any applicable third-party hardware or services warranties provided by the provider of such hardware or services.
2. **Installation and Acceptance.** Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Hardware Products, provided, however, that additional charges for installation may be required in the event vehicles are not available for installation services when the installation personnel arrive at the client location. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Hardware Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.
3. **Disclaimer of Liability.** In no event will Tyler be liable for any claims, losses, liabilities, damages, costs, or expenses arising out of or in any way related to the operation of the vehicle on which the tablet is installed. Client's installation and use of such tablet will operate as acknowledgement of, and agreement with, the foregoing disclaimer of liability.
4. **Disclaimer for Installation of Tablet.** Except as may be provided in the Professional Hardware Installation terms in Schedule 2 to this Exhibit D, and subject to paragraph 2 "Installation and Acceptance" above, in no event will Tyler be liable for any claims, losses, liabilities, damages, costs, or expenses arising out of or in any way related to the installation of the tablet. In no event will Tyler be liable for any claims, losses, liabilities, damages, costs, or expenses arising out of, or in any way related to, where on the vehicle the Tyler Drive tablet is installed. Your use of the tablet will operate as your acknowledgement of, and agreement with, the foregoing disclaimer of liability.
5. **Site Requirements.** Client shall provide a suitable environment, location and space for the installation and operation of the Hardware Products.

**Tyler Drive Embedded Software Terms and Conditions**

1. Client's use of the third party software included on Third Party Hardware (for the purpose of this Agreement, "Embedded Third Party Software") is restricted to executable code.
2. Client is prohibited from (i) transferring the Embedded Third Party Software except for temporary CPU transfer in the event of computer malfunction; (ii) assigning, time-sharing, lending, leasing, or renting the Embedded Third Party Software or using for commercial network services or interactive cable or remote processing services.
3. Title to the Embedded Third Party Software shall not pass to Client or any other party.



4. Client is prohibited from reverse engineering, disassembling, or decompiling the Embedded Third Party Software and duplicating the Embedded Third Party Software except for a single archival copy. Reasonable Client backup copies are permitted.
5. To the extent permitted by applicable law, the Embedded Third Party Software developer and its licensors shall have no liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Embedded Third Party Software including, but not limited to, liability for use of Embedded Third Party Software in high-risk activities or liability related to any Data supplied by the software developer.
6. Client, at the time of termination of its Embedded Third Party Software license, is required to certify in writing to Tyler that Client has discontinued use and has destroyed or will return to Tyler all copies of the Embedded Third Party Software and Documentation.
7. Client is required to comply fully with all relevant export laws and regulations of the United States to ensure that Embedded Third Party Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
8. Client is prohibited from removing or obscuring any software developer copyright, trademark notice, or restrictive legend.
9. All terms in the software developer click-through License Agreement (E204 and E300) included with Embedded Third Party Software are disclaimed. This Amendment is the sole agreement governing Client's use of the Embedded Third Party Software. Any warranty offered by Tyler on the Tyler Software Products shall only apply between Tyler and its client(s). The software developer does not offer any warranties or indemnities to Client for the Embedded Third Party Software.
10. Tyler may terminate Client's license in the event Client uses the Embedded Third Party Software separately from the Tyler Software Products and require Client to acquire a Full Use Software license directly from the software developer to permit any further use of Embedded Third Party Software.
11. ANY THIRD PARTY SOFTWARE, PROGRAM MATERIALS, PREPRODUCTION MATERIALS, CONFIDENTIAL INFORMATION, OR TRADE SECRETS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE SOFTWARE DEVELOPER DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
12. Tyler is prohibited from providing Client with updated versions of the Embedded Third Party Software in Tyler Software Products.

#### **Tyler Drive Wireless Service Terms and Conditions**

1. Under no circumstances shall wireless provider be responsible for or obligated to make any changes to its equipment, operations, network, or systems to accommodate Client.
2. A mobile telephone number may be changed, reassigned, or eliminated upon reasonable notice to Client under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements.
3. All equipment activated on a wireless service line at a fixed location must be located by Client within the areas served by the wireless provider owned and operated network.
4. When a Client's wireless service line is terminated, Client shall cooperate with Tyler and the wireless provider to ensure that the equipment that was activated on that line does not register or attempt to register on the wireless provider's network.
5. WIRELESS PROVIDER AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY, OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE WIRELESS SERVICE OR EQUIPMENT OR



- THEIR USE IN CONNECTION WITH THE TYLER PROVIDED EQUIPMENT OR THE TYLER PRODUCT OR SERVICE. THE EQUIPMENT IS PROVIDED "AS IS." EQUIPMENT PURCHASED UNDER THIS AGREEMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO TYLER BY THE EQUIPMENT MANUFACTURER.
6. WIRELESS PROVIDER AND ITS AFFILIATES AND CONTRACTORS WILL HAVE NO LIABILITY TO CLIENT:
- A) IF CHANGES IN THE WIRELESS SERVICE OR IN THE WIRELESS PROVIDER NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE PROVIDED BY TYLER TO CLIENT IN CONJUNCTION WITH ITS USE OF THE TYLER PRODUCT OR SERVICE;
  - B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING WIRELESS SERVICE, (II) FAILURES OR DEFECTS IN THE WIRELESS PROVIDER NETWORK OR SYSTEMS, (III) USE OF THE TYLER PRODUCT OR SERVICE OR TYLER'S EQUIPMENT, OR (IV) DISABLING OF EQUIPMENT.
  - C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE WIRELESS SERVICE OR EQUIPMENT, RELIANCE BY CLIENT ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE WIRELESS SERVICE OR EQUIPMENT, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL WIRELESS PROVIDER OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.
7. IN NO EVENT SHALL WIRELESS PROVIDER, ITS AFFILIATES AND CONTRACTORS BE LIABLE TO END USER, OR ANY OF ITS EMPLOYEES OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.
8. CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CLIENT IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CLIENT AND THE UNDERLYING CARRIER. IN ADDITION, CLIENT ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CLIENT AND CLIENT HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.
9. Wireless service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical, or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting wireless service operation. Wireless service and/or features may not be available in all areas. Wireless service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on wireless provider's network.
10. Due to regulatory requirements regarding wireless provider's network licenses, Client shall obtain wireless provider's prior approval and written agreement before it may install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit, or regenerate wireless service. Wireless provider may terminate lines and, upon legal notice, may terminate this Agreement and pursue any other available remedies if Client violates this section.
11. In order to protect the wireless provider's network, operations and other customers, wireless provider may suspend or terminate service to affected lines if Client uses the wireless service or equipment: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a

manner prohibited by the applicable plan, option, feature, or application; or (c) in a manner that has an adverse impact on wireless provider's network, operations, or customers. If Client continues using the wireless service in such a manner, wireless provider may deny activation to new wireless service lines or, upon legal notice, may terminate this Agreement.



**Exhibit D  
Schedule 2  
Professional Hardware Installation Terms**

The Investment Summary contains hardware installation services for the quoted number of vehicles.

Additional costs may apply to include both tech-day (see below) rates and travel expenses for unscheduled, unanticipated after hours or weekend installations, or expedited installations requested by Client.

Additional labor and/or parts charges may be required for non-standard vehicles, or installations outside the approved scope of work.

Listed prices do not cover extenuating circumstances beyond the control of Tyler (or Tyler's 3<sup>rd</sup> Party installer) that lengthen or delay the installation time. If additional time is required due to, but not limited to, any of the following, additional charges may apply: Inadequate lighting; non-covered space in poor weather conditions; power outages; dangerous work environment, etc.

If multiple vehicles are located at one site for installation, the Client shall make enough vehicles available for a technician to fill up one day of work (this will vary based on auxiliary connections, etc.). If Client chooses to not make all vehicles available and the installer must make two or more trips when one trip would have been sufficient to complete installation on all vehicles, then additional tech-day rates (plus travel expenses) may apply for such subsequent trips.

We warrant that the hardware installation services shall be performed in a professional, competent, and workmanlike manner. In the event a breach of this warranty is detected within one (1) year of installation, we shall re-perform such services at no additional cost to you. This warranty shall be void in the event you alter or modify the hardware installation settings in any manner.

Tyler (or Tyler's 3<sup>rd</sup> Party installer) will identify additional costs required in advance, and such costs shall only be incurred if approved by Client. Client acknowledges that a delay in providing such approval may negatively impact the timeliness of the provision of services.

During installation, Client will have personnel available to move vehicles if necessary.





**Exhibit D  
Schedule 3**

**Return Merchandise Authorization Process & Termination of GPS  
& Tyler Drive Hardware Units**

1. **TERMINATED UNITS.** Client is responsible for reporting terminated units to end their maintenance agreement on said unit(s). Client will continue to be billed until Tyler is notified of such termination. To notify Tyler, the Client must submit a completed GPS termination form, as shown attached, including the exact serial number(s) of the unit(s) being terminated, to our accounting department so invoices can be adjusted to reflect the termination. The date used to calculate the termination and any associated credits will be the date that Tyler's accounting department receives the completed notification.
2. **LIMITED WARRANTY ON PRO PLUS.** The "Warranty Period" means either: (a) the one (1) year period commencing on the activation date for the device; or (b) the lifetime of the device, provided that the device is activated on certain rate plans (currently the ProPlus rate plan and any other applicable rate plan as announced by us from time to time ("Limited Lifetime Warranty")). Provided you properly complete and we receive from you, a justified written warranty claim and, if applicable, all affected devices (returned at your expense), prior to the expiration of the Warranty Period, we will either repair or replace such device. We reserve the right to replace any device and software with a more current version or model or refurbished device units in our sole discretion. We also reserve the right to charge you return shipping and a reasonable service fee if we determine that your warranty claim was not justified. Additionally, for claims under the Limited Lifetime Warranty we will replace the device in accordance with the process specified above if the network on which the device operates no longer provides adequate coverage in your usage area (as determined by us in our sole discretion). To the maximum extent permitted by applicable law, the foregoing constitutes your sole and exclusive remedy and our sole and exclusive obligation for any breach of the foregoing warranty.
3. **CONDITIONS AND EXCLUSIONS.** Warranty claims must be submitted promptly after the date when you noticed the defect. In order to make a warranty claim, you may be required to prove that the installation did not cause the defect, unless the installation was performed by a Geotab-certified installer. Any products, services or items made or supplied by third parties (including vehicles tracked with our units) are not covered by this process, and we are not responsible for malfunctions by, in, or caused by such products, services, or items.





## Tyler GPS Termination Form

Client Name:

Please list all serial numbers that you are requesting to have terminated, along with your reason for termination:

Serial Number	Reason for Termination

***Note: All listed units will be terminated upon receipt of this signed document. Additional charges will apply for reactivation of a terminated unit. Hardware Maintenance for terminated units will be adjusted for the renewal following the request for termination. Partial credit/refund of annual fees paid is not available.***

Signature:

Printed Name and Title:

Date:





## AFFIDAVIT

Please sign and return to cancel products

In regards to the following listed product(s):

### **Support for GPS and related products**

**Customer** acknowledges that it no longer will receive software updates, "bug fixes", services or telephone support for the listed products.

**Customer** acknowledges that, if it decides to later utilize the listed products, it must either pay for the products at then-current pricing or remit payment for support fees that would have been due if the products had remained in continual use.

*Note: I understand that I am terminating the selected device(s) whereby they will no longer function in any capacity. I also understand that, for purchased devices, if I wish to reuse the terminated device(s) in the future, I will have to return the device(s) to Geotab for reactivation, from which additional charges may incur.*

---

Authorized Representative

---

Printed Name and Title

---

Date

Please return this form via email to: [AR@tylertech.com](mailto:AR@tylertech.com) or by Fax: 806-797-4849







**Exhibit D  
Schedule 4  
HERE End User Terms**

Your receipt and use of the HERE data, if required, is subject to the following terms and conditions:

Use of Data. Your use of the HERE data is restricted to your own use for use with the Tyler Software. You are prohibited from using the HERE data with geographic data from competitors of HERE.

Reverse Engineering and Archiving. You are prohibited from reverse engineering or Archiving the HERE data.

Export. You are prohibited from exporting the HERE data (or derivative thereof) except in compliance with applicable export laws, rules, and regulations.

Cessation of Use. You will be required to cease using the HERE data if you fail to comply with the terms and conditions herein.

Regulatory and Third-Party Supplier Restrictions and Obligations. The applicable regulatory and third-party supplier restrictions and obligations (including copyright notices) are available for review at <https://legal.here.com/en-gb/terms/general-content-supplier-terms-and-notice>.

Commercial Item. The HERE data is a "commercial item", as that term is defined at 48 C.F.R. ("FAR") 2.101 and is licensed in accordance with the terms and conditions herein.

Disclaimer of Warranties. Any warranties, express or implied of quality, performance, merchantability, fitness for a particular purpose and non-infringement are hereby disclaimed. Tyler does not make or imply any warranties on behalf of HERE or its data suppliers.

Disclaimer of Liability. Liability is hereby disclaimed for any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action arising out of the use or possession of the HERE data; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use the HERE data, any defect or inaccuracy in the HERE data, or the breach of these terms or conditions, whether in an action in contract or tort or based on a warranty, even if Tyler, HERE or their suppliers have been advised of the possibility of such damages. Tyler does not provide any right of liability or indemnity against HERE or its data suppliers.

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**Exhibit D**  
**Schedule 5**  
**Geotab Equipment Warranty**

GEOTAB warrants that during the Warranty Period each Product (including beta products obtained through the GEOTAB beta program but excluding other test or demonstration products or product versions) will perform in accordance with the written specifications that GEOTAB issues with respect to such Product, subject to the limitations and conditions set forth in GEOTAB's specifications and this Agreement, when used in accordance with GEOTAB's documentation and specifications. "Warranty Period" means either: (a) the one-year period commencing on the activation date; or (b) the lifetime of the device, provided that the device is activated on certain rate plans (currently the ProPlus rate plan and any other rate plan as announced by GEOTAB from time to time ("Limited Lifetime Warranty")). Provided Client properly completes and GEOTAB receives from Client, directly or through an authorized reseller, a justified written warranty claim and, if applicable, all affected devices (returned at Client's expense to the reseller from whom Client purchased the devices or as otherwise specified by GEOTAB), prior to the expiration of the Warranty Period, GEOTAB will either repair or replace such device or use commercially reasonable efforts to correct any material defects in software and services. GEOTAB reserves the right to replace any device and software with a more current version or model or refurbished device units in GEOTAB's sole discretion. GEOTAB also reserves the right to charge Client return shipping and a reasonable service fee if GEOTAB determines that Client's warranty claim was not justified. The remaining Warranty Period for any purchased Products GEOTAB repairs or replaces under warranty is deemed to be the greater of: (aa) the actual remaining Warranty Period for the replaced or repaired Product; and (bb) 90 days following the completion of such repair or replacement. Additionally, under the Limited Lifetime Warranty GEOTAB will replace the device in accordance with the process specified above if the network on which the device operates no longer provides adequate coverage in Client's usage area (as determined by GEOTAB in GEOTAB's discretion). To the maximum extent permitted by applicable law, the foregoing constitutes Client's sole and exclusive remedy and GEOTAB's sole and exclusive obligation for any breach of the foregoing warranty.

Warranty claims must be submitted promptly after the date when Client noticed the defect. In order to make a warranty claim, Client may be required to prove that the installation did not cause the defects or failures of the Product, unless the installation was performed by a GEOTAB -certified installer. Any products, services or items made or supplied by third parties (including vehicles tracked with our Products) are not covered by our limited warranty and GEOTAB is not responsible for malfunctions by or in such products, services, or items. Client may need to purchase, license, or procure products, software, data, or services from third parties to enable the full use or functionality of GEOTAB's Products. Client is responsible for ensuring that all such third party products, software, data, or services meet GEOTAB's minimum requirements, including without limitation, processing speed, memory, client software, internet access, internet, or other communication channel bandwidth.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEOTAB DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT OR QUIET POSSESSION AND THOSE ARISING BY STATUTE OR IN LAW, OR FROM A COURSE OF



DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GEOTAB CANNOT AND DOES NOT REPRESENT, WARRANT OR COVENANT THAT: (A) ANY OF THE PRODUCTS WILL MEET CLIENT'S BUSINESS OR OTHER REQUIREMENTS; (B) THE PRODUCTS WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION; (C) THE PRODUCTS WILL BE ERROR-FREE, VIRUS-FREE OR THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE ACCURATE, RELIABLE OR CURRENT (D) ANY ERRORS IN THE PRODUCTS CAN BE CORRECTED OR FOUND IN ORDER TO BE CORRECTED. MOREOVER, GEOTAB DOES NOT ENDORSE, AND MAKES NO REPRESENTATION, OR WARRANTY WITH RESPECT TO, AND ASSUMES NO RESPONSIBILITY, OBLIGATION OR LIABILITY FOR, ANY NON-GEOTAB PRODUCTS, SOFTWARE, DATA OR SERVICES INCLUDING BUT NOT LIMITED TO WIRELESS SERVICES, MAPPING SERVICES, POSTED ROAD SPEED SERVICES, INTERNET BANDWIDTH AND CLOUD STORAGE.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, BUSINESS INFORMATION OR LOSS OF USE THEREOF, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR ANY OTHER NON-DIRECT, PECUNIARY, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND WHETHER FORESEEN OR UNFORESEEN ARISING FROM OR INCIDENTAL TO THIS AGREEMENT. FOR GREATER CERTAINTY, THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL NOT APPLY TO (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (B) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

GEOTAB makes no representation nor provides any warranty with respect to third party software. Third party software not manufactured by GEOTAB is limited, in warranty and guarantee, to the warranty and/or guarantee of the supplier and expires upon the expiration of such warranty. GEOTAB will not be responsible for updating or fixing any errors or inconsistencies in the third party software.

It is understood that GEOTAB has no special knowledge of Client's operation or requirements, and Client confirms and agrees that the GEOTAB Equipment are purchased because of the independent determination by Client of its suitability for intended use.

In the event Client discontinues support services on Client's GPS devices and subsequently desires to reinstate such services, Client will be required to repurchase the GPS devices at the then-current rate.



**Exhibit E**  
**Statement of Work**

Statement of Work to be inserted prior to Agreement execution.

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# Fresno Unified School District

SOW from Tyler Technologies, Inc.

**12/29/2022**

Presented to:  
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# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Fresno USD (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

### 1.3 Methodology

This is accomplished by the Fresno USD and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Fresno USD’s complexity and organizational needs.



## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Fresno USD and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Fresno USD and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Fresno USD's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

## Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



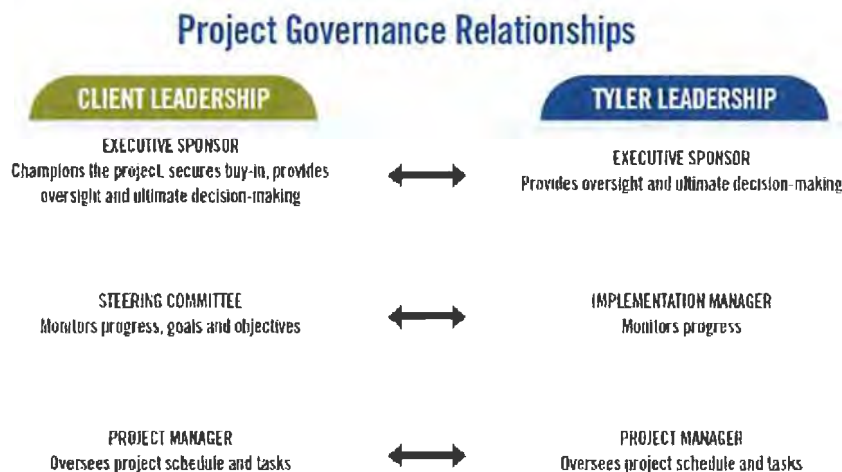
# Part 2: Project Foundation

## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the Fresno USD collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Fresno USD Steering Committee become the escalation points to triage responses prior to escalation to the Fresno USD and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Fresno USD and Tyler executive sponsors serve as the final escalation point.



### 3. Project Scope Control

#### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

#### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

#### 3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Fresno USD; for example, the Fresno USD may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

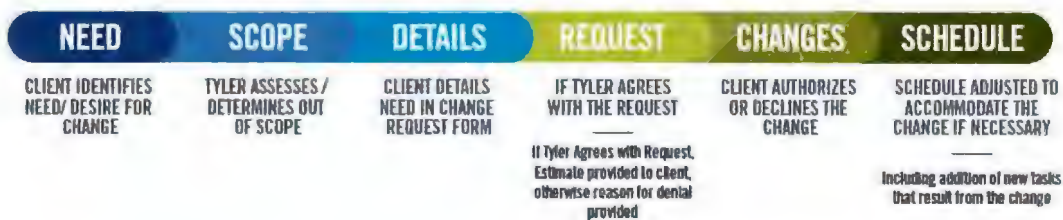




- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Fresno USD, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Fresno USD will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Fresno USD). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

## Change Request Process



## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Fresno USD office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Fresno USD will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Fresno USD feedback and approval on Project deliverables will be critical to the success of the Project. The Fresno USD project manager will strive to gain deliverable and decision approvals from all authorized Fresno USD representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Fresno USD department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Fresno USD shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Fresno USD does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Fresno USD does not agree the Deliverable or Control Point meets requirements, the Fresno USD shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Fresno USD shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Fresno USD does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Fresno USD and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Fresno USD, but are roles defined within the Project. It is common for individual resources on both the Tyler and Fresno USD project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

### 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



### 5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Fresno USD 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Fresno USD 's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Fresno USD management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Fresno USD, the Tyler Project Manager provides regular updates to the Fresno USD Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Fresno USD project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with the Fresno USD project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

#### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Fresno USD and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Fresno USD any items that may impact the outcomes of the Project.
- Collaborates with the Fresno USD 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Fresno USD 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Fresno USD and Tyler, in understanding the goals, objectives, status, and health of the Project.

#### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

#### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Fresno USD through software validation process following configuration.
- Assists during Go-Live process and provides support until the Fresno USD transitions to Client Services.
- Facilitates training sessions and discussions with the Fresno USD and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.

#### 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

#### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.





- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the Fresno USD.
- Loads Fresno USD provided GIS data into the system.

## 5.2 Fresno USD Roles & Responsibilities

Fresno USD resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1 Fresno USD Executive Sponsor

The Fresno USD executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Fresno USD steering committee, project manager(s), and functional leads to make critical business decisions for the Fresno USD.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 Fresno USD Steering Committee

The Fresno USD steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Fresno USD project manager and Project through participation in regular internal meetings. The Fresno USD steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Fresno USD steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - Fresno USD Policies
  - Needs of other client projects



### 5.2.3 Fresno USD Project Manager

The Fresno USD shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Fresno USD Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Fresno USD project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Fresno USD project manager(s) are responsible for reporting to the Fresno USD steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

#### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Fresno USD project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Fresno USD and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Fresno USD staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Fresno USD resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.



- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Fresno USD technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 Fresno USD Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Fresno USD project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of Fresno USD resources
  - Attendance at scheduled sessions
  - Change management activities
  - Modification specification, demonstrations, testing and approval assistance
  - Data analysis assistance
  - Decentralized end user training
  - Process testing
  - Solution Validation

#### 5.2.5 Fresno USD Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Fresno USD business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.



- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Fresno USD staff during and after implementation.

### 5.2.6 Fresno USD End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 Fresno USD Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Fresno USD third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.

#### 5.2.7.1 Fresno USD GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Fresno USD GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

#### 5.2.7.2 Fresno USD Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Fresno USD's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Fresno USD and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.



### 5.2.8 Fresno USD Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.





## Part 3: Project Plan

### 6. Project Stages

#### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the Fresno USD.

### Work Breakdown Structure (WBS)



*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.*



## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Fresno USD with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Fresno USD gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Fresno USD's team. During this step, Tyler will work with the Fresno USD to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Fresno USD project team.

STAGE 1	Initial Coordination																
	Tyler								Fresno USD								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Fresno USD project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Fresno USD		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						





Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

#### Work package assumptions:

- Project activities begin after the agreement has been fully executed.

### 6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Fresno USD to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Fresno USD Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Fresno USD's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Fresno USD Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Fresno USD with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								Fresno USD								
	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads





Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Fresno USD provides acceptance of schedule based on resource availability, project budget, and goals.

#### Work package assumptions:

- Fresno USD has reviewed and completed the Guide to Starting Your Project document.

### 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the Fresno USD to install License Software. The Fresno USD is responsible for the installation and setup of all peripheral devices.

#### Objectives:

- Ensure the Fresno USD's infrastructure meets Tyler's application requirements.
- Ensure the Fresno USD's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Fresno USD								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads



Provide Infrastructure Requirements and Design Document		A	R		C		C			I						I
Initial Infrastructure Meeting		A	R		C		C			C						C
*Schedule SaaS Environment Availability		A	R				C			I						
*Schedule Hardware to be Available for Installation			I				I		A		R					C
Schedule Installation of All Licensed Software		A	R				C			I						I
Infrastructure Audit		A	R				C			I						C

\*if applicable, please review the contract/investment summary for details

Inputs	Initial Infrastructure Requirements and Design Document									
Outputs / Deliverables	Acceptance Criteria [only] for Deliverables									
	Completed Infrastructure Requirements and Design Document									
	Infrastructure Audit									
	Delivery of Document									
	System Passes Audit Criteria									

#### 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Fresno USD Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Fresno USD team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

##### Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler							Fresno USD									
	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
	I	A	R	I	I				I	I	C		I				
	Create Stakeholder Meeting Presentation																





Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

#### Work package assumptions:

- None

### 6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other Fresno USD offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

#### Objectives:

- Identify all Fresno USD GIS data sources and formats.
- Tyler to understand the Fresno USD's GIS needs and practices.
- Ensure the Fresno USD's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler							Fresno USD									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C



Inputs	GIS Requirements Document	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

**Work package assumptions:**

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Fresno USD is responsible for maintaining the GIS data.

### 6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

**Initiate & Plan Stage Deliverables:**

- Project Management Plan
- Initial Project Schedule

**Initiate & Plan stage acceptance criteria:**

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Fresno USD
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

## 6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Fresno USD business processes. This information will be used to identify and define business processes utilized with Tyler software. The Fresno USD collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Fresno USD team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Fresno USD team will gain a better understanding





of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Fresno USD for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Fresno USD								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

### 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Fresno USD and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Fresno USD will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Fresno USD's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.



Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler							Fresno USD									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Fresno USD current state documentation
	Solution Orientation completion

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables	
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

#### Work package assumptions:

- Fresno USD attendees possess sufficient knowledge and authority to make future state decisions.
- The Fresno USD is responsible for any documentation of current state business processes.
- The Fresno USD can effectively communicate current state processes.

#### 6.2.3 Intentionally left blank.

#### 6.2.4 Intentionally left blank.

#### 6.2.5 Intentionally left blank.

#### 6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.





Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

#### Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.

## 6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Fresno USD against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

### 6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

#### Objectives:

- All licensed software is installed and operational.
- The Fresno USD can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Fresno USD									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C





Install Licensed Software on Fresno USD Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Fresno USD Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System meets prescribed checklist
	Infrastructure Design Document (C&J – If Applicable)	

#### Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Fresno USD will provide network access for Tyler modules, printers, and Internet access to all applicable Fresno USD and Tyler Project staff.

### 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Fresno USD to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Fresno USD collaborates with Tyler staff iteratively to validate software configuration.

#### Objectives:

- Software is ready for validation.
- Educate the Fresno USD Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration	
	Tyler	Fresno USD



<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Fresno USD configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

#### Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Fresno USD is responsible for making decisions when multiple options are available.

### 6.3.3 Process Refinement

Tyler will educate the Fresno USD users on how to execute processes in the system to prepare them for the validation of the software. The Fresno USD collaborates with Tyler staff iteratively to validate software configuration options to support future state.

#### Objectives:

- Ensure that the Fresno USD understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.





STAGE 3	Process Refinement																
	Tyler								Fresno USD								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Fresno USD Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Fresno USD-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Fresno USD-specific process documentation (completed by Fresno USD)	

**Work package assumptions:**

- None



#### 6.3.4 Intentionally left blank.

#### 6.3.5 Intentionally left blank.

#### 6.3.6 Intentionally left blank.

#### 6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

##### Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.

##### Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

### 6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Fresno USD team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Fresno USD to review the status of the project and the organizations readiness for go-live.

#### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Fresno USD verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

##### Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Fresno USD organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	Fresno USD





<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Solution Validation Report	Fresno USD updates report with testing results

#### Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

#### 6.4.2 Go-Live Readiness

Tyler and the Fresno USD will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Fresno USD has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Fresno USD will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

#### Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

<b>STAGE 4</b>	<b>Go-Live Readiness</b>	
	Tyler	Fresno USD



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Fresno USD

#### Work package assumptions:

- None

### 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Fresno USD specific business process documentation. Fresno USD-led training labs using Fresno USD specific business process documentation if created by the Fresno USD can be added to the regular training curriculum, enhancing the training experiences of the end users.

#### Objectives:

- End users are trained on how to use the software prior to go-live.
- The Fresno USD is prepared for on-going training and support of the application.





STAGE 4	End User Training																
	Tyler								Fresno USD								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Fresno USD-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Fresno USD signoff that training was delivered

#### Work package assumptions:

- The Fresno USD project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Fresno USD as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Fresno USD departments.
- The Fresno USD will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

#### 6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

#### Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

#### Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.





- Go-Live planning session conducted.

## 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Fresno USD will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Fresno USD to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Fresno USD and Tyler will complete work assigned to prepare for Go-Live.

Tyler staff collaborates with the Fresno USD during Go-Live activities. The Fresno USD transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

#### Objectives:

- Execute day to day processing in Tyler software.
- Fresno USD data available in Production environment.

STAGE 5	Go-Live																
	Tyler								Fresno USD								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			



Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables	
	Data is available in production environment	Fresno USD confirms data is available in production environment

#### Work package assumptions:

- The Fresno USD will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Fresno USD business processes required for Go-Live are fully documented and tested.
- The Fresno USD Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Fresno USD Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Fresno USD teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

### 6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Fresno USD onto the Tyler Client Services team, who provides the Fresno USD with assistance following Go-Live, officially transitioning the Fresno USD to operations and maintenance.

#### Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Fresno USD teams for key processes and subject areas.

STAGE 5	Transition to Client Services	
	Tyler	Fresno USD





<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer Fresno USD to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

#### Work package assumptions:

- No material project issues remain without assignment and plan.

### 6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

#### Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE5	Post Go-Live Activities	
	Tyler	Fresno USD



<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

#### Work package assumptions:

- System is being used in a live production state.

#### 6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

## 6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Fresno USD transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).





### 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Fresno USD for systems implemented in the Phase.

#### Objectives:

- Agreement from Tyler and the Fresno USD teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Fresno USD								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Fresno USD
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Final action plan (for outstanding items)	
Reconciliation Report	
Post Phase Review	



**Work package assumptions:**

- Tyler deliverables for the phase have been completed.

**6.6.2 Project Closeout**

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Fresno USD may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

**Objectives:**

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Fresno USD teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Fresno USD								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Fresno USD and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Fresno USD acceptance; Completed report indicating all project Deliverables and milestones have been completed

**Work package assumptions:**

- All project implementation activities have been completed and approved.





- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

#### Close Stage Deliverables:

- Post Project Report.

#### Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and the Fresno USD will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Fresno USD Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Fresno USD project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Fresno USD is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Fresno USD to make process changes.
- The Fresno USD is responsible for defining, documenting, and implementing their policies that result from any business process changes.

### 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Fresno USD is responsible for managing Organizational Change. Impacted Fresno USD resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is



ensuring that impacted Fresno USD resources understand the value of the change, and why they are being asked to change.

### 7.3 Resources and Scheduling

- Fresno USD resources will participate in scheduled activities as assigned in the Project Schedule.
- The Fresno USD team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Fresno USD will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Fresno USD will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Fresno USD makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Fresno USD will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Fresno USD will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

### 7.4 Intentionally left blank.

### 7.5 Facilities

- The Fresno USD will provide dedicated space for Tyler staff to work with Fresno USD resources for both on-site and remote sessions. If Phases overlap, Fresno USD will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Fresno USD will provide staff with a location to practice what they have learned without distraction.





## 8. Glossary

Word or Term	Definition
<b>Acceptance</b>	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
<b>Accountable</b>	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
<b>Application Programming Interface (API)</b>	A defined set of tools/methods to pass data to and received data from Tyler software products
<b>Agreement</b>	This executed legal contract that defines the products and services to be implemented or performed.
<b>Business Process</b>	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
<b>Business Requirements Document</b>	A specification document used to describe Client requirements for contracted software modifications.
<b>Change Request</b>	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
<b>Change Management</b>	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
<b>Code Mapping [where applicable]</b>	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
<b>Consulted</b>	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
<b>Control Point</b>	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
<b>Data Mapping [where applicable]</b>	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
<b>Deliverable</b>	A verifiable document or service produced as part of the Project, as defined in the work packages.
<b>Go-Live</b>	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
<b>Informed</b>	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]





<b>Infrastructure</b>	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
<b>Interface</b>	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
<b>Integration</b>	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
<b>Legacy System</b>	The software from which a client is converting.
<b>Modification</b>	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
<b>On-site</b>	Indicates the work location is at one or more of the client's physical office or work environments.
<b>Organizational Change</b>	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
<b>Output</b>	A product, result or service generated by a process.
<b>Peripheral devices</b>	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
<b>Phase</b>	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
<b>Project</b>	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
<b>RACI</b>	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
<b>Remote</b>	Indicates the work location is at one or more of Tyler's physical offices or work environments.
<b>Responsible</b>	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
<b>Scope</b>	Products and services that are included in the Agreement.



<b>Solution</b>	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
<b>Standard</b>	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
<b>System</b>	The collective group of software and hardware that is used by the organization to conduct business.
<b>Test Scripts</b>	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
<b>Training Plan</b>	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
<b>Work Package</b>	A group of related tasks within a project.



## Part 4: Appendices

### 9. No Conversion - Intentionally left blank.



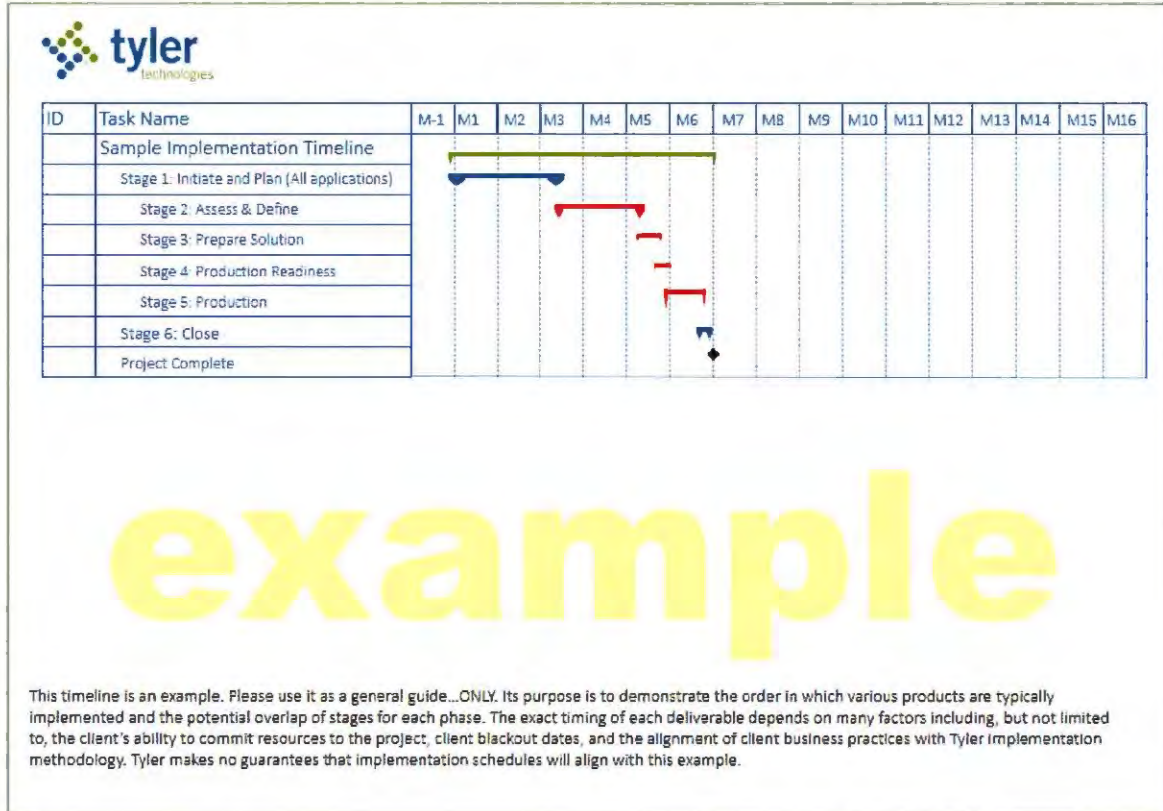


## 10. Additional Appendices

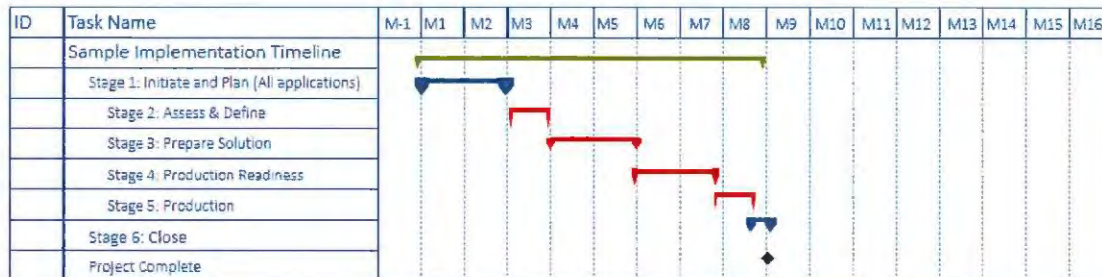


## 11. Project Timeline

### 11.1 Telematics Timeline



## 11.2 Student Transportation Timeline



# example

This timeline is an example. Please use it as a general guide. ONLY its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**AGENDA ITEM A-17**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive, etc.)

**TITLE AND SUBJECT: Approve Award of Bid 23-27, Compostable Meal Trays**

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 23-27, Compostable Meal Trays to establish fixed pricing for compostable meal trays used in the district's Child Nutrition Programs. These meal trays will be used in our School Breakfast Program, National School Lunch Program and Super Snack Program.

The request for bids was lawfully advertised on February 08, 2023 and February 15, 2023. Notifications were sent to 66 vendors and the district received one response. The bids were opened March 03, 2023. The agreement is for a one-year term with the option to extend for two additional one-year periods. Staff recommends award to the lowest responsive, responsible bidder:

The Platinum Packaging Group (Paramount, CA)      \$812,425

Approval will allow the Nutrition Services Department to utilize the compostable meal trays on an as-needed basis. Purchase orders will be presented to the board for ratification on future purchase order reports.

The tabulation is attached and the bid contract, bid responses and bid specifications are available for review in the Purchasing Department.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$812,425 are available in the Cafeteria Fund.

**PREPARED BY:** Amanda Harvey,  
Director and Ann Loorz, Executive Director

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

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

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_

FRESNO UNIFIED SCHOOL DISTRICT  
 BID TABULATION  
 BID No., 23-27 COMPOSTABLE MEAL TRAYS

Bid Opening Date: March 3, 2023 prior to 2:00 P.M.

Buyer: Angelina Orozco

SCHEDULE 1								
ITEM NO.	EST. ANNUAL USAGE	UOM	PRODUCT SPECIFICATIONS	UNIT PRICE	MANUFACTURER NAME	MFG. NUMBER	COUNT PER CASE	EXTENDED TOTAL
1	6,000	CS	HOT/COLD TRAY, <b>100% CERTIFIED COMPOSTABLE</b> , 1-CELL DEEP TRAY, <b>HEAT</b> SEALABLE 6.5" X 5" X 1.875", 20 FL. OZ. CAPACITY SQUARE SIDED BASE. MUST BE OVENABLE TO 400 DEGREE FAHRENHEIT, GREASE/MOISTURE RESISTANT, 500/CASE OR EQUAL	<b>\$65.00</b>	PLATINUM PACKAGING GROUP	CT655W1LS	500/CS	\$390,000
2	1,500	CS	HOT/COLD TRAY, <b>100% CERTIFIED COMPOSTABLE</b> , 2-CELL HAMBURGER TRAY, <b>HEAT</b> SEALABLE 6.5" X 5" X 1.875", 7 AND 10 FL. OZ. CAPACITY, SQUARE SIDED BASE. MUST BE OVENABLE TO 400 DEGREE FAHRENHEIT, GREASE/MOISTURE RESISTANT, 500/CASE OR EQUAL	<b>\$72.50</b>	PLATINUM PACKAGING GROUP	CT655W2LS	500/CS	\$108,750
3	150	CS	HOT/COLD TRAY, <b>100% CERTIFIED COMPOSTABLE</b> , 3-CELL DEEP TRAY, <b>HEAT</b> SEALABLE 6.5" X 5" X 1.875", 5, 5 AND 16 FL. OZ. CAPACITY, SQUARE SIDED BASE. MUST BE OVENABLE TO 400 DEGREE FAHRENHEIT, GREASE/MOISTURE RESISTANT, 500/CASE OR EQUAL	<b>\$82.50</b>	PLATINUM PACKAGING GROUP	CT655W3LS	500/CS	\$12,375
4	800	CS	HOT/COLD TRAY, <b>100% CERTIFIED COMPOSTABLE</b> , 2-CELL HOT DOG TRAY, <b>HEAT</b> SEALABLE 6.5" X 5" X 1.875" AND 8 AND 9 FL OZ CAPACITY, SQUARE SIDED BASE. MUST BE OVENABLE TO 400 DEGREE FAHRENHEIT, GREASE/MOISTURE RESISTANT, 500/CASE OR EQUAL	<b>\$72.25</b>	PLATINUM PACKAGING GROUP	CT655W2LSH	500/CS	\$57,800
5	400	CS	HOT/COLD TRAY, <b>100% CERTIFIED COMPOSTABLE</b> , 1- CELL LARGE DEEP TRAY, <b>HEAT</b> SEALABLE 8.5" X 6.5" X 2", 44 FL. OZ. CAPACITY SQUARE SIDED BASE. MUST BE OVENABLE TO 400 DEGREE FAHRENHEIT, GREASE/MOISTURE RESISTANT, 500/CASE OR EQUAL	<b>\$115.00</b>	PLATINUM PACKAGING GROUP	CT85625K1L-D	500/CS	\$46,000
6	500	CS	HOT/COLD TRAY, <b>100% CERTIFIED COMPOSTABLE</b> , 2-CELL LARGE DEEP TRAY, <b>HEAT</b> SEALABLE, 8.5" X 6.5" X 2", 9 AND 32 FL. OZ. CAPACITY, SQUARE SIDED BASE. MUST BE OVENABLE TO 400 DEGREE FAHRENHEIT, GREASE/MOISTURE RESISTANT, 500/CASE OR EQUAL	<b>\$130.00</b>	PLATINUM PACKAGING GROUP	CT85625K2L-D	500/CS	\$65,000
7	750	CS	HOT/COLD TRAY, <b>100% CERTIFIED COMPOSTABLE</b> , 3-CELL LARGE DEEP TRAY, <b>HEAT</b> SEALABLE, 8.5" X 6.5" X 2", 7, 9 AND 24 FL. OZ. CAPACITY, SQUARE SIDED BASE. MUST BE OVENABLE TO 400 DEGREE FAHRENHEIT, GREASE/MOISTURE RESISTANT, 500/CASE OR EQUAL	<b>\$140.00</b>	PLATINUM PACKAGING GROUP	CT85625K3L-D	500/CS	\$105,000
8	500	CS	HOT/COLD TRAY, <b>100% CERTIFIED COMPOSTABLE</b> , 1-CELL DEEP TRAY, <b>HEAT</b> SEALABLE 4.25 X 4.25 X 2, 10 FL. OZ. CAPACITY SQUARE SIDED BASE. MUST BE OVENABLE TO 400 DEGREE FAHRENHEIT, GREASE/MOISTURE RESISTANT, 500/CASE OR EQUAL	<b>\$55.00</b>	PLATINUM PACKAGING GROUP	CT425WLS	500/CS	\$27,500
				<b>RECOMMENDED AWARD AMOUNT:</b>				<b>\$812,425</b>

Low bid determined by Base Bid

Staff recommends award of \$812,425 to Platinum Packaging Group the lowest responsive, responsible bidder for Base Bid.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**AGENDA ITEM A-18**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive, etc.)

**TITLE AND SUBJECT: Approve Award of Bid 23-33, Del Mar Elementary School New Multi-Purpose Building**

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 23-33, Del Mar Elementary School New Multi-Purpose Building. The project is for construction of a new 9,444 square foot multi-purpose building with a stage, separate music storage, student restrooms, food service area with equipment, and a staff lounge which will replace the cafeteria built in 1947. Also included is a new seven classroom early learning building, relocating and renovating the library and administration building for campus access and safety.

The request for bids was lawfully advertised on February 01, 2023. Notifications were sent to 170 firms plus five construction trade publications, and the district received one response. Bids were opened on March 09, 2023. Staff recommends award to the lowest responsive, responsible bidder:

Davis Moreno Construction, Inc., (Fresno, California) \$23,922,682

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$23,922,682 are available in the Measure M Fund.

**PREPARED BY:** Ann Loorz,  
Executive Director

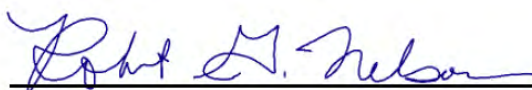
**DIVISION:** Operational Services  
**PHONE NUMBER:** (559) 457-3134

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

**SUPERINTENDENT APPROVAL:**



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**FRESNO UNIFIED SCHOOL DISTRICT  
BID TABULATION**

**BID NO. 23-33, DEL MAR ELEMENTARY SCHOOL NEW MULTI-PURPOSE BUILDING**

Bid Opening Date: March 9, 2023 prior to 2:01 P.M.

Buyer: Panhia Moua

		BASE BID	ADD ALT. 1	ADD ALT. 2		
CONTRACTOR	CITY	MULTI-PURPOSE BUILDING	NEW KINDERGARTEN BLDG, MOD. OF ADMIN. BLDG. AND LIBRARY & RELATED SITE WORK	INTERIM HOUSING	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
<b>Davis Moreno Construction, Inc.</b>	<b>Fresno</b>	<b>\$10,693,748</b>	<b>\$11,552,370</b>	<b>\$1,676,564</b>	<b>\$23,922,682</b>	<b>\$23,922,682</b>

Low bid determined by Base Bid plus Add Alternate items 1 and 2:

Alternate bid items are permitted pursuant to Public Contract Code 20103.8, for the betterment of the project and to allow the District to take into consideration factors such as budget and competitive bid market. The method of determining the low bidder is published prior to opening of the sealed bids.

Staff recommends award of \$23,922,682 to Davis Moreno Construction, Inc. the lowest responsive, responsible bidder for Base Bid and Add Alternate items 1 and 2.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**AGENDA ITEM A-19**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive, etc.)

**TITLE AND SUBJECT: Approve Award of Request for Qualifications 23-10, Transportation Services**

**ITEM DESCRIPTION:** It is recommended the Board approve Request for Qualifications (RFQ) 23-10, Transportation Services. This RFQ will qualify a pool of qualified charter bus carriers and alternative transportation providers to transport students, staff and chaperones for school events and activities. When schools have a transportation request, they contact the Transportation Department to identify the lowest cost vendor for the specific trip. Prices vary based on destination, number of passengers, and length of trip. Staff may inspect vehicles and driver credentials before trip departure. The district utilizes transportation services at a cost of approximately two million dollars per year. The term is a three-year period with the option to renew for two additional one-year periods and will begin April 13, 2023.

The Request for Qualifications was lawfully advertised on January 11, 2023, and January 18, 2023. Qualifications were received on February 17, 2023. Notifications were sent to 21 vendors, and the district received 15 responses. Evaluation of proposals were based on vendor's capability to provide desired services, driver credentials, vehicle inventory, and experience with government agencies. The evaluation panel was comprised of Fresno Unified School District Transportation, Student Engagement, and Career Education staff. The following vendors are recommended for approval:

**Section A – Charter Bus**

Alberto Florez Berduzco, dba Danny Boy Charter	Fresno, CA
Awesome Charters and Tours, LLC	Fresno, CA
Best Tours and Travel	Fresno, CA
Busloop, Inc.	Modesto, CA
California Charter and Tours	Fresno, CA
Classic Charter, Inc.	Visalia, CA
Fresno Economic Opportunities Commission	Fresno, CA
Golden Eagle Charter, Inc.	Fresno, CA
MGM Transportation	North Highlands, CA
Salvador Galvan, dba Celebration Charter and Tours	Fresno, CA
Skyline Bus Charter, LLC	Fresno, CA
Vol-Ten Corporation, dba Delta Charters	Stockton, CA

## Section B – Alternative Transportation

Adroit Advanced Technologies, Inc.  
Classic Charter, Inc.  
First Student, Inc.  
Pawar Transportation, LLC  
Vol-Ten Corporation, dba Delta Charters

Belmont, CA  
Visalia, CA  
Fresno, CA  
Walnut Creek, CA  
Stockton, CA

Approval will allow department and school sites to utilize qualified vendors for services on an as-needed basis. Purchase orders will be presented to the board for ratification on future purchase order reports.

The RFQ (39 pages), responses and scoring matrix are available for review in the Purchasing Department.


FINANCIAL SUMMARY: Funding will be provided by individual site or department budgets.

PREPARED BY: Ann Loorz,  
Executive Director and Paul Rosencrans,  
Manager II

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

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

SUPERINTENDENT APPROVAL:



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**AGENDA ITEM A-20**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

(Adopt, Approve, Discuss, Receive, etc.)

**TITLE AND SUBJECT:** Approve Resolutions 23-47 and 23-48 for the Purchase and Sale Agreements and Escrow Instructions for Properties Located Near the Southwest Corner of Kings Canyon Road and Minnewawa Avenue

**ITEM DESCRIPTION:** Included in the Board binders are Resolutions 23-47 and Resolution 23-48 agreements titled "Purchase and Sale Agreement and Escrow Instructions". Under one agreement the Seller is the Mochizuki Bypass Trust and the Mochizuki Survivor's Trust and the district will be buying 9.02 acres of undeveloped land (APN 472-022-12 and 472-022-05) located near the southwest corner of Kings Canyon Road and Minnewawa Avenue (approximately 9.02 acres), for the purchase price of \$995,000. Under the other agreement, the Seller is Paul H. Atmajian and the district will be buying 8.73 acres of undeveloped land (APN 472-022-13) located at 1010 S. Minnewawa Avenue, Fresno, California 93727, for the purchase price of \$798,795. The parcels are adjacent to each other. After the close of escrow, the district will own approximately 17.75 acres of undeveloped land.

Escrow is expected to close within 60 days after the agreements are approved and signed by the district. In addition to the purchase price, the district's share of closing and escrow costs is expected to be less than \$10,000 per escrow.

The district has investigated the condition of the properties and has determined that they are suitable for the uses described in the next paragraph, and meet the basic California Department of Education (CDE) criteria for educational uses, even though California Department of Education (CDE) approval has not yet been obtained. The two Board resolutions will authorize the execution of the two agreements, the payment of the purchase price and related escrow costs. The Resolutions also make a commitment, as allowed under the California Environmental Quality Act, that the district will undertake all required environmental studies before the properties are put to use for the planned educational purposes. The district will utilize the properties as follows:

- Better provide genuine agriculture education for students in Career Technical Education (CTE) agriculture pathway programs.
- Increase relevant, hands-on experiences by creating year-round opportunities in agriculture education for students in grades PK through twelve.
- Establish Future Farmers of America (FFA) membership and engagement.
- Serve the community by producing agricultural goods and services and engaging in community-wide farmer's markets and Sunnyside regional gardens.
- Develop and expand partnerships to expand agricultural opportunities for students as agriculture, is the most dominate sector of the economy in Fresno County and where the largest number of jobs remain.

- With 17.75 acres, Fresno Unified School District would be able to operate an agriculture education program that will include animal and plant science, with orchards, pastures and several different plant and animal species.
- There is also potential for agriculture education classrooms, a show barn, agriculture mechanics shop, and a farmers market. Agriculture education classrooms could offset the large size of Sunnyside and provide more available classroom space.
- Building an Agriculture program within walking distance of Sunnyside aligns with the Agriculture Science Pathway program already established at that school. (Current Career Technical Education (CTE) Agriculture programs at Sunnyside, Hoover and Baird). This simply allows us to do agriculture education fully.
- The properties are within 600 feet walking distance to the school, can be easily embedded into the structure and schedule of the school. Students can access the property from the north along Kings Canyon Road or through the south as well.
- The properties are one of the only available pieces of land next to any Fresno Unified High School to operate an agriculture program

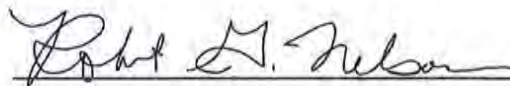
FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,200,000 are available in the Career Technical Education Incentive Grant and \$613,795 is available from the Expanded Learning Opportunities Program funds.

PREPARED BY: Alex Belanger,  
Chief Executive

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

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

SUPERINTENDENT APPROVAL:

FEDERAL FUNDING WILL NOT BE USED



## Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Mochizuki Bypass Trust dated 1/21/2010

Vendor Name

7674 N Woodson Ave.

Address

Robert M. Mochizuki, Trustee

Phone Number

Vendor Contact

From: 3/10/2023

Through:

Term (Duration)

FUSD Contract Administrator:

Alex Belanger

Name

Facilities Management & Planning 457-6126

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object)

Annual Cost \$ 995,000.00

(Contract will not be authorized to exceed this amount w/

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:

A Resolution of the Board of Trustees of the Fresno Unified School District Approving the Purchase of a 9.02 Acre Parcel of Land Located Near the Intersection of Kings Canyon Road and Minnewawa Avenue in Southeast Fresno, Making Findings Under CEQA Guidelines Section 15004(b), and Also Approving Related Matters in Southeast Fresno to support the development of Sunnyside Agricultural center.

Please indicate where the work will be performed: Work to be performed remotely in the st

Date Item is to appear on Board of Education Agenda: 04/12/23 Will this contract be submitted with Bundled Contracts? No  
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Signed

Date

Reviewed & approved by Risk Management, or  
Exec. Dir. of Purchasing:

Signed

Date

Please return signed contract to:

Alex Belanger

Name

Facilities Management & Planning

Department



**RESOLUTION NO. 23-48**

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

<b>In the Matter of the</b>	)	<b>A Resolution of the Board of Trustees of</b>
	)	<b>the Fresno Unified School District</b>
<b>Acquisition of Real Property Near Kings</b>	)	<b>Approving the Purchase of a 9.02 Acre</b>
<b>Canyon Road and Minnewawa Avenue in</b>	)	<b>Parcel of Land Located Near the</b>
<b>Southeast Fresno (Mochizuki Property)</b>	)	<b>Intersection of Kings Canyon Road and</b>
	)	<b>Minnewawa Avenue in Southeast Fresno,</b>
	)	<b>Making Findings Under CEQA Guidelines</b>
	)	<b>Section 15004(b), and Also Approving</b>
	)	<b>Related Matters</b>
	)	

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**WHEREAS**, the District has located a 9.02 acre parcel of land in the area of Kings Canyon Road and Minnewawa Avenue, in Southeast Fresno, (the "Property") which may be ideally situated for the District's future school facility needs in that area; and

**WHEREAS**, Mochizuki Bypass Trust and the Mochizuki Survivor's Trust ("Owners") have offered to sell the property to the District; and

**WHEREAS**, the District has negotiated a Purchase and Sale Agreement and Escrow Instructions ("Purchase Agreement") with the Owners of the Property, that would allow the District to purchase this parcel at a future date, if and when certain contingencies are satisfied; and

**WHEREAS**, the Purchase Agreement is attached herewith as Exhibit "A;" and

**WHEREAS**, the purchase of the Property is itself a "project" for purposes of the California Environmental Quality Act ("CEQA") and so requires CEQA review and the preparation of appropriate CEQA documentation before it may be approved, except that under CEQA Guidelines section 15004(b) the District may defer such review and document preparation until the District has completed its plans for the use of the Property if it conditions the District's future use of the Property on compliance with CEQA before such use; and

**WHEREAS**, the Board intends to so condition the District's future use of the Property; and

**WHEREAS**, this Board has determined that it is in the best interests of the District to defer the requirements with respect to the Property for complying with Education Code section 17211, if applicable, and with CEQA until after the District has undertaken and completed further site and use planning needed for the Property, to condition the District's future use (or change of use) of the Property on completion of such requirements for the Property before such use or change of use occurs, and to complete the purchase of the Property in the meantime; and

**WHEREAS**, upon approval of this Resolution, the District shall be authorized to enter into the Purchase Agreement and to acquire the Property.

**NOW, THEREFORE, THE BOARD OF EDUCATION OF THE FRESNO UNIFIED SCHOOL DISTRICT, DECLARES, FINDS AND RESOLVES AS FOLLOWS:**

1. The Recitals are true and correct and incorporated herein by reference.
2. The purchase of 9.02 acres of land from the Owners (APN: 472-022-12 and 472-022-05) is hereby approved, subject to the terms contained in the Purchase and Sale Agreement and Escrow Instructions that contains the essential terms presented to the Board: a \$995,000.00 purchase price and a 60-day escrow period that will allow the District to complete its investigation and property testing.
3. The Superintendent and his designees are hereby authorized to execute a Purchase and Sale Agreement and Escrow Instructions on behalf of the District and to execute such other documents as may be needed by the District to carry out its obligations under the Agreement, including, at the appropriate time, to deposit the purchase price and pay other costs necessary under the Agreement and to execute escrow and closing documents and a Certificate of Acceptance.
4. The Future use of the Property is conditioned on CEQA compliance under Section 15004(b) of the CEQA Guidelines.

The foregoing Resolution was adopted at a meeting of the Board of Education of the Fresno Unified School District this 12<sup>th</sup> day of April 2023, by the following vote:


AYES: 7

NOES: 0

ABSTAIN: 0

ABSENT: 0

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

  
President of the Board of Education  
Fresno Unified School District

I, Susan Wittrup, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 12<sup>th</sup> day of April 2023, by the above-described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 12<sup>th</sup> day of April 2023.

Susan Wittrup

Susan Wittrup (Apr 18, 2023 16:01 PDT)

Clerk of the Board of Education  
Fresno Unified School District

**PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS**  
(Fidelity National Title Company Escrow No. \_\_\_\_\_)

**DATED:** April 12 \_\_\_\_, 2023 (the "Effective Date")

**PARTIES:**

- (1) **FRESNO UNIFIED SCHOOL DISTRICT (FUSD)** and/or their Assignee (hereinafter collectively referred to as "Buyer"); and
- (2) **MOCHIZUKI BYPASS TRUST** dated January 21, 2010 and **MOCHIZUKI SURVIVOR'S TRUST** dated January 21, 2010 (hereinafter collectively referred to as "Seller").

**RECITALS:**

This *Purchase and Sale Agreement and Escrow Instructions* (Agreement) is made with respect to the following facts:

A. Seller is the owner of commercial property which is located at the southwest corner of Kings Canyon Road and Minnewawa Avenue., Fresno, California 93727 (Fresno County Assessor's Parcel Number 472-022-12 and 472-022-05), which is more particularly described in Exhibit A attached hereto.

B. The real property and improvements thereon total approximately 9.02 acres.

C. Buyer desires to purchase from Seller and Seller desires to sell to Buyer the Property (as hereinafter defined in Article 1) on the terms and conditions set forth herein.

**AGREEMENT:**

NOW, THEREFORE, Seller and Buyer agree as follows:

**ARTICLE 1**  
**GENERAL TERMS AND CONDITIONS**

1.1 **PROPERTY.** Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

1.1.1 **Land.** The property described in Exhibit A hereto.

1.1.2 **Appurtenances.** All rights, privileges and easements appurtenant to the Property, and all rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the Property (all of which are collectively referred to as the "Appurtenances").

1.1.3 **Improvements.** All existing buildings improvements located on the Property, including, without limitation sprinkler systems and controls.

1.1.4 **Personal Property.** No personal property is being sold or transferred hereunder.

1.2 **PROPERTY DEFINED.** All of the items described in Sub-Sections 1.1.1, 1.1.2, 1.1.3 and 1.1.4 are hereinafter collectively referred to as the Property.

1.3 **ESCROW HOLDER; ESCROW COMPANY; TITLE COMPANY.** The terms Escrow Holder, Escrow Company and Title Company shall all mean and refer to, interchangeably, FIDELITY NATIONAL TITLE COMPANY.

1.4 **ESCROW OPENING.** Escrow Opening shall be within three (3) days following execution of this Agreement by the Seller and Buyer.

## **ARTICLE 2 PURCHASE PRICE**

2.1 **PURCHASE PRICE.** The purchase price (the Purchase Price) for the Property shall be Nine Hundred Ninety-Five Thousand Dollars and Zero Cents (\$995,000.00).

2.2 **PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid as follows:

2.2.1 On the Closing date, the entire Purchase Price of Nine Hundred Ninety-Five Thousand Dollars and Zero Cents (\$995,000.00) shall be paid to Seller in cash.

2.3 **DEPOSIT.** Buyer shall, on or before the fifth (5th) day following the Effective Date of this Agreement, make an initial deposit with the Escrow Holder in the amount of One Hundred Thousand Dollars (\$100,000.00), to be credited against the Purchase Price at close of escrow.

## **ARTICLE 3 TITLE TO REAL PROPERTY**

3.1 **TITLE TO REAL PROPERTY.** A Title Order shall be opened at the same date of Escrow Opening, and the Title Company shall prepare and deliver to Buyer and Seller, a Preliminary Title Report within twenty (20) days following the Effective Date herein, covering the real property portion of the Property, together with copies of each document shown therein as an exception to title (the Exceptions). The purchase and sale of the Property is conditioned upon Buyer's approval of said report as provided in Section 4.1.2 below. At the Closing, Seller shall convey the following to Buyer:

3.1.1 **Real Property Transfer and Title.** Fee simple title to the Real Property identified in Exhibit A hereto shall be transferred by execution and delivery of a Grant Deed. On the Closing date, Buyer shall receive from the Title Company a ALTA General Policy of Title Insurance with liability in the full amount of the Purchase Price set forth in Section 2.1 herein, issued by Fidelity National Title Company, subject only to (i) real property taxes and assessment liens not yet due and payable; (ii) covenants, conditions, restrictions, easements, and rights of way of record approved by Buyer; and (iii) Title Company's standard printed exceptions.

## **ARTICLE 4 CONDITIONS TO CLOSING**

4.1 **BUYER'S CONDITIONS.** Buyer's obligation to purchase the Property under this Agreement is subject to the fulfillment prior to the Closing of each of the following conditions,

within sixty (60) days of Effective Date herein each of which is for the benefit of Buyer and any or all of which may be waived by Buyer in writing at Buyer's option. In the event that any of the following conditions are not met or waived, Escrow Holder shall return the Deposit to Buyer upon cancellation of escrow.

4.1.1 A. All Purchase Agreement and related California Environmental Quality Act Approvals by Fresno Unified School District Board of Trustees.

B. Buyer's approval of environmental site assessment.

C. Securing a General Plan conformity evaluation from (as applicable) either the City or County of Fresno.

D. Fresno County Standard closing conditions pertaining to the allocation of title costs, title Insurance, closing costs, charges, commissions (by Seller), & taxes.

4.1.2 **Approval of Title.** Buyer's written approval of the Preliminary Title Report within fifteen (15) days of its receipt of said report and copies of the Exceptions. Buyer shall acquire title subject to all covenants, conditions, restrictions, easements and exceptions of record (title exceptions) shown on the Preliminary Title Report, provided that Buyer may object to a title exception, after which Seller shall have ten (10) business days to give Buyer notice; (i) that Seller will remove such objectionable exceptions from title and provide Buyer with evidence satisfactory to Buyer of such removal, or Seller will provide Buyer with evidence satisfactory to Buyer that said exceptions will be removed on or before the Closing; or (ii) that Seller, after having made a reasonable effort to remove such exceptions from title, elects not to cause such exceptions to be removed. If Seller gives Buyer notice that particular exception(s) cannot be reasonably removed, then Buyer shall have ten (10) business days to notify Seller of Buyer's election to proceed with the purchase of and take Property subject to such exceptions but otherwise pursuant to the terms of this Agreement, or to terminate this Agreement.

4.1.3 **Real Property Tax and Special Tax District.** Buyer shall have sixty (60) days after the Effective Date to investigate the Property's real property tax, assessments, and special taxing district obligation.

4.1.4 **Inspection Period.** Buyer shall have sixty (60) days from the date of Escrow Opening to determine the suitability of the Property for Buyer's intended use (the Inspection Period). The Inspection Period shall commence on the day on which the escrow is opened and shall expire at 5:00 p.m. on the sixtieth (60<sup>th</sup>) day following the Effective Date of this Agreement. During this period, Buyer shall, at Buyer's option and expense with no right of reimbursement whatsoever from Seller, conduct any environmental studies and or any soil, plant, and/or water sampling, tests, or surveys of the Property, or any other tests or surveys which Buyer deems advisable. Buyer agrees to indemnify, defend and hold Seller harmless from any cost, expense, obligation, or other liability, (including, without limitation, attorneys fees) caused by entry upon the Property by Buyer, its employees, agents, representatives or contractors during Buyer's Inspection Period. At any time prior to expiration of the Inspection Period, Buyer may, by written notice to Seller, terminate this Agreement and escrow shall be canceled, with Buyer's Deposit being returned and paid to Buyer.

4.1.5 **Seller's Disclosures.** Within five (5) days after the Effective Date, the Seller shall provide the Buyer with copies of all documents in his possession pertaining to the Property, including, but not limited to any current litigation pertaining to the Property, all environmental tests or reports, all plans for current or past construction or repairs or improvements on the Property.



4.1.6 **Accuracy of Representations.** All of Sellers material representations and warranties contained in or made pursuant to this Agreement, to the best of their knowledge, shall have been true and correct when made and shall be true and correct as of the Closing, and Seller shall have complied with all of Seller's covenants and agreements contained in or made pursuant to this Agreement.

## **ARTICLE 5 CLOSING AND ESCROW**

5.1 **DEPOSIT WITH ESCROW HOLDER AND ESCROW INSTRUCTIONS.** Each party shall deposit an executed counterpart of this Agreement with the Escrow Holder within three (3) business days of such party's execution of this Agreement, and the Buyer shall make deposit referred to in Section 2.3 above. This Agreement shall serve as the instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control unless the escrow instructions specifically provide that this Agreement is modified.

### **5.1.1 CLOSING.**

5.2.1 **Location and Date.** The Closing hereunder (the Closing) shall be held at the offices of FIDELITY NATIONAL TITLE COMPANY at 7475 North Palm Avenue, Suite 107, Fresno, California 93711. The execution and exchange of documents shall take place at the Closing on or before thirty (30) days following the Inspection Period (Closing Date), subject to the recording of documents and disbursement of funds by Escrow Holder. All documents shall be deemed delivered on the date the Deed is recorded.

5.2.2 **Delayed Closing.** In the event the Closing does not occur on or before the Closing Date, escrow may close after the Closing Date so long as either party has not executed and delivered a written notice of termination to Escrow Holder; provided such notice may not be given until five (5) days after the Closing Date. Upon receipt of a notice of termination, Escrow Holder shall return to the depositor thereof items which may have been deposited thereunder.

5.3 **DELIVERY BY SELLER TO ESCROW HOLDER.** Prior to the Closing Date, Seller shall deliver the following documents to Escrow Holder.

5.3.1 **Deed.** A deed conveying title to the Property, as set forth in Section 3.1.1 of this Agreement.

Said documents, as applicable, shall be duly executed and acknowledged by Seller, in recordable form, and ready for recordation on the Closing Date.

5.4 **DELIVERY BY BUYER TO ESCROW HOLDER.** Prior to the Closing, Buyer shall cause the following to be delivered to the Escrow Holder:

5.4.1 **Deposit.** The Purchase Price will be credited with the amount of Buyer's Deposit.

5.4.2 **Balance.** The balance of the Purchase Price shall be deposited in cash in the form of a

cashier's check payable to FIDELITY NATIONAL TITLE COMPANY by Buyer prior to close of escrow.

5.5 **OTHER INSTRUMENTS.** Seller and Buyer shall each deliver such other instruments and cash as is reasonably required by Escrow Holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

5.6 **CLOSE OF ESCROW.** Provided that Escrow Holder has received the documents, instruments and funds described in Article 5 hereof, that Escrow Holder has not received written notice from either Buyer or Seller that any of the conditions to Closing set forth in Article 4 have not been satisfied or waived, or that any of the representations and warranties made by either Buyer or Seller are untrue either as of the date of this Agreement or as of the Closing Date, and provided further the Title Company is able to deliver to Buyer the policy of title insurance described in Section 3.1.1 hereof, Escrow Holder is authorized and instructed on the Closing Date to:

5.6.1 **Deed.** Record the deed with the Fresno County Recorder.

5.6.2 **Net Proceeds.** Deliver the net proceeds from escrow to Seller.

5.7 **PRORATIONS AND APPORTIONMENTS.**

5.7.1 **Property Taxes.** All non-delinquent property taxes and current rents of the Property shall be prorated as of Closing Date.

5.7.2 **Costs and Expenses.** Seller shall pay the premium for the Title Policy, and the cost of any documentary or other transfer taxes applicable to the sale. Buyer shall pay the cost of any due diligence reports completed & any assessment report, and any title endorsements. Buyer and Seller shall share equally all other costs and charges of the escrow for the sale, as normal in County of Fresno.

**ARTICLE 6**  
**REPRESENTATIONS AND WARRANTIES OF SELLER**

6.1 **WARRANTIES AND REPRESENTATIONS OF SELLER.** As an inducement to Buyer to enter into this Agreement, Seller hereby represents and warrants to and agrees with Buyer as follows:

6.1.1 **Authority of Seller.** Sellers are legal entities, authorized to do business in the State of California and with full authority to enter into this Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are or at the time of Closing will be duly authorized, executed and delivered by Seller and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

6.1.2 **Laws and Regulations.** To the best of Seller's knowledge, there are no condemnation, environmental, zoning or other land use regulation proceedings, either instituted or planned to be instituted, which could detrimentally affect the use or operation of the Property for its intended purpose or the value of the Property, nor has Seller received notice of any special proceedings affecting the Property. To the best of Seller's knowledge, the Property complies with all environmental laws and regulations including laws and regulations relating to hazardous materials and hazardous substances, and there are no known underground fuel storage tanks located on the Property.

6.2 **SURVIVAL.** The representations and warranties of Seller contained herein shall survive the Closing Date.

6.3 **DISCLAIMER "AS IS".** Except as specifically provided in this Article 6, Seller makes no representations or warranties as to the condition of the improvements and fixtures, as the Seller is selling the Property in AS-IS condition.

**ARTICLE 7**  
**REPRESENTATIONS AND WARRANTIES OF BUYER**

7.1 **REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer hereby represents and warrants to Seller as follows:

7.1.1 **Authority of Buyer.** Buyers have full authority to enter into this Agreement. This Agreement, and all documents executed by Buyer which are to be delivered to Seller at the Closing, are or at the time of Closing will be duly authorized, executed and delivered by Buyer, and are or at the Closing will be legal, valid and binding obligations of Buyer.

7.1.2 **Litigation.** There is no litigation pending or, to Buyer's knowledge threatened against Buyer or any basis there for before any court or administrative agency which might result in any material adverse change in the business or financial condition of the Buyer that would affect closing escrow on this purchase.

7.1.3 **Financial Condition.** Buyer has adequate financial resources to pay the Purchase Price as specified herein, and to perform all of their obligations hereunder.

7.1.4 **AS-IS ACKNOWLEDGEMENT.** Buyer acknowledges that it is sophisticated and experienced in purchasing real estate. Buyer further acknowledges that it is purchasing the Property in AS-IS condition, and is not relying upon any representations or warranties of Seller whatsoever, except for those representations and warranties made expressly herein by Seller

**ARTICLE 8  
MISCELLANEOUS**

8.1 **NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and sent by United States mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows, and shall be deemed to have been given upon the date of delivery (or refusal to accept delivery) as indicated on the return receipt:

IF TO SELLER:

**MOCHIZUKI BYPASS TRUST** dated  
**January 21, 2010**  
7674 N. Woodson Ave.  
Fresno, CA 93711

**MOCHIZUKI SURVIVOR'S TRUST** dated  
**January 21, 2010**  
7674 N. Woodson Ave.  
Fresno, CA 93711

**Richard M. Aaron**  
Fennemore Dowling Aaron  
8080 N. Palm, Third Floor  
Fresno, CA 93711  
[raaron@fennemorelaw.com](mailto:raaron@fennemorelaw.com)

IF TO BUYER:

**Patrick Jensen**  
Interim Chief Financial Officer  
Fresno Unified School District  
2309 Tulare Street  
Fresno, CA 93721  
[Patrick.Jensen@fresnounified.org](mailto:Patrick.Jensen@fresnounified.org)

**Alex Belanger**  
Chief Executive, Operational Services  
Fresno Unified School District  
4600 N. Brawley Ave.  
Fresno, CA 93722  
[William.Belanger@fresnounified.org](mailto:William.Belanger@fresnounified.org)

**Paul Idsvoog**  
Chief Operations and Classified Labor  
Management Officer  
Fresno Unified School District  
4600 N. Brawley Ave.  
Fresno, CA 93722

Paul.Idsvoog@fresnounified.org

Dale E. Bacigalupi, Legal Counsel  
Lozano Smith  
7404 N. Spalding Ave  
Fresno, CA 93720  
dbacigalupi@lozanosmith.com

or such other address as either party may from time to time specify in writing to the other in the manner aforesaid.

9.1 **BROKERS OR FINDERS.** Cushman & Wakefield U.S., Inc. represents the Buyer and Colliers International represents the Seller. Seller shall pay a commission of six percent (6%) of the sales price to be split 50/50 between Buyer's and Seller's representatives.

9.2 **TAX FREE EXCHANGE.** Either Buyer and/or Seller may elect to handle this transaction so as to qualify for the tax deferred benefits under the Internal Revenue Code, Section 1031, as amended. Either party shall have the right to make such election at any time before the date of closing and delivery of deeds. If either/both party(ies) makes such an election, the other agrees and promises to accommodate the electing party by taking any and all reasonable steps necessary to assure that the exchange will qualify under Section 1031. No party shall incur any additional costs, expenses, fees or liabilities on account of the other party's election hereunder. This Agreement is not conditioned upon the ability of any party to qualify for Section 1031 tax-deferred treatment, except to the extent each party promises to cooperate to effect such treatment.

9.3 **LIQUIDATED DAMAGES. IF BUYER IS IN DEFAULT, THEN ALL PAYMENTS AND THINGS OF VALUE RECEIVED BY SELLER ON DEPOSIT BY BUYER INTO ESCROW SHALL BE FORFEITED BY BUYER AND RETAINED ON BEHALF OF SELLER, AND BOTH PARTIES SHALL THEREAFTER BE RELEASED FROM ALL OBLIGATIONS HEREUNDER. IT IS AGREED THAT SUCH PAYMENTS AND THINGS OF VALUE ARE LIQUIDATED DAMAGES AND BELOW ARE SELLER'S SOLE AND ONLY REMEDY FOR BUYER'S FAILURE TO PERFORM THE OBLIGATIONS OF THIS AGREEMENT. SELLER EXPRESSLY WAIVES THE REMEDIES OF SPECIFIC PERFORMANCE AND ADDITIONAL DAMAGES.**

Seller's Initials: du du Buyer's Initials: \_\_\_\_\_

9.4 **SUCCESSORS AND ASSIGNS.** This Agreement may not be assigned by Buyer without the written approval of Seller, subject to the following limitation. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators and assigns.

9.5 **AMENDMENTS.** This Agreement may be amended or modified only by a written instrument executed by the party asserted to be bound thereby.

9.6 **CONTINUATION AND SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS.** All representations, warranties and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the Closing date, shall be deemed to be material, and shall survive the execution and delivery of this Agreement, the delivery of the Deed and transfer of title.

9.7 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9.8 **MERGER OF PRIOR AGREEMENTS.** This Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

9.9 **ATTORNEYS FEES.** In the event of dispute arising from or out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of suit.

9.10 **TIME OF THE ESSENCE.** Time is of the essence of this Agreement.

9.11 **FACSIMILE SIGNATURES.** Facsimile signatures shall have the same force and effect as original signatures.

9.12 **COUNTERPARTS.** This Agreement may be executed in counterparts and as executed shall constitute one and the same agreement, binding on all parties hereto, even though all parties do not sign the original or the same counterpart.

[SIGNATURES ON NEXT PAGE]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**"Buyer"**

Fresno Unified School District

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form



3/21/2023

Stacey Sandoval, Executive Director  
Risk Management

**"Seller"**

MOCHIZUKI BYPASS TRUST dated  
January 21, 2010

By: Robert Mochizuki, Trustee  
Robert M. Mochizuki, Trustee

Date: 03-06-2023

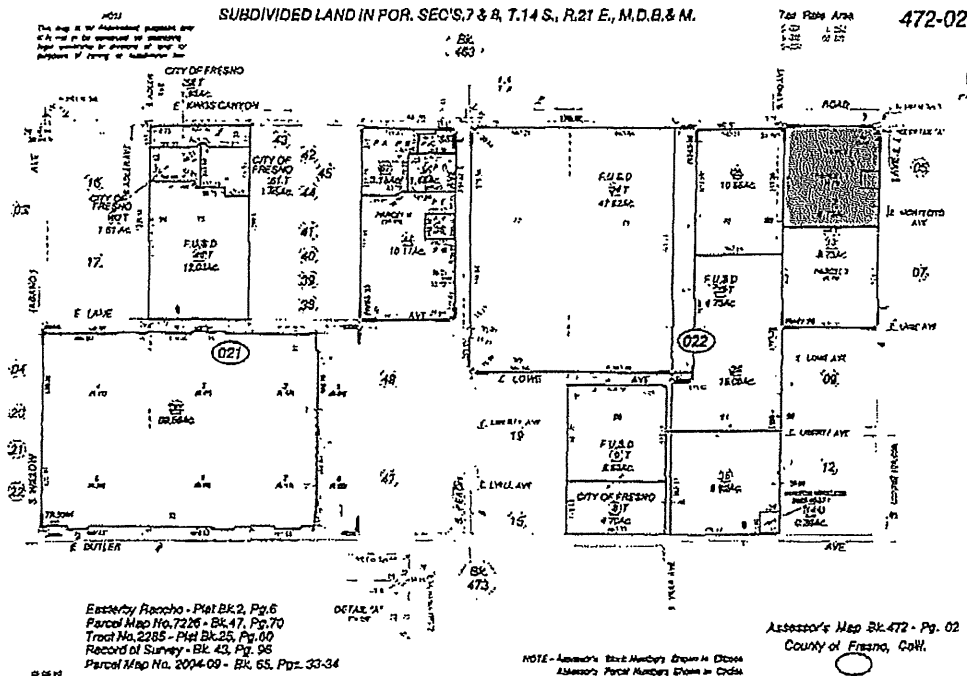
MOCHIZUKI SURVIVOR'S TRUST  
dated January 21, 2010

By: Robert Mochizuki, Trustee  
Robert M. Mochizuki, Trustee

Date: 03-06-2023

**EXHIBIT A**  
**Legal Description**

Real property located in the City of Fresno, County of Fresno, State of California, more particularly described as follows:



FEDERAL FUNDING WILL NOT BE USED



## Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Paul H Atmajian	6368 Avenue 430 Reedley, CA 93654
Vendor Name	Address
	Paul H Atmajian
Phone Number	Vendor Contact
From:	Through:
Term (Duration)	
FUSD Contract Administrator:	
Alex Belanger <i>AB</i>	Facilities Management & Planning 457-6126
Name	Site/ Dept Telephone number

Budget (Fund-Unit-Dept.-Activity-Object)

Annual Cost \$ 798,795.00 (Contract will not be authorized to exceed this amount w/

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:

A Resolution of the Board of Trustees of the Fresno Unified School District Approving the Purchase of an 8.73 Acre Parcel of Land Located at 1010 S. Minnewawa Avenue in Southeast Fresno, Making Findings Under CEQA Guidelines Section 15004(b), and Also Approving Related Matters to support the development of Sunnyside Agricultural Center.

Please indicate where the work will be performed: Work to be performed remotely in the st

Date Item is to appear on Board of Education Agenda: 04/12/23 Will this contract be submitted with Bundled Contracts? No  
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Signed

Date

Reviewed & approved by Risk Management, or  
Exec. Dir. of Purchasing:

Signed

Date

Please return signed contract to:

Alex Belanger

Facilities Management & Planning

Name

Department

**RESOLUTION NO. 23-47**

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

<b>In the Matter of the</b>	)	<b>A Resolution of the Board of Trustees of</b>
	)	<b>the Fresno Unified School District</b>
<b>Acquisition of Real Property on</b>	)	<b>Approving the Purchase of an 8.73 Acre</b>
<b>Minnewawa Avenue in Southeast Fresno</b>	)	<b>Parcel of Land Located at 1010 S.</b>
<b>(Atmajian Property)</b>	)	<b>Minnewawa Avenue in Southeast Fresno,</b>
	)	<b>Making Findings Under CEQA Guidelines</b>
	)	<b>Section 15004(b), and Also Approving</b>
	)	<b>Related Matters</b>
	)	

---

**WHEREAS**, the District has located an 8.73 acre parcel of land in the area of Kings Canyon Road and Minnewawa Avenue, in Southeast Fresno, (the "Property") which may be ideally situated for the District's future school facility needs in that area; and

**WHEREAS**, Paul H. Atmajian ("Owner") has offered to sell the property to the District; and

**WHEREAS**, the District has negotiated a Purchase and Sale Agreement and Escrow Instructions ("Purchase Agreement") with the Owner of this Property, that would allow the District to purchase this parcel at a future date, if and when certain contingencies are satisfied; and

**WHEREAS**, the Purchase Agreement is attached herewith as Exhibit "A"; and

**WHEREAS**, the purchase of the Property is itself a "project" for purposes of the California Environmental Quality Act ("CEQA") and so requires CEQA review and the preparation of appropriate CEQA documentation before it may be approved, except that under CEQA Guidelines section 15004(b) the District may defer such review and document preparation until the District has completed its plans for the use of the Property if it conditions the District's future use of the Property in compliance with CEQA before such use; and

**WHEREAS**, the Board intends to so condition the District's future use of the Property; and

**WHEREAS**, this Board has determined that it is in the best interests of the District to defer the requirements with respect to the Property for complying with Education Code section 17211, if applicable, and with CEQA until after the District has undertaken and completed further site and use planning needed for the Property, to condition the District's future use (or change of use) of the Property on completion of such requirements for the Property before such use or change of use occurs, and to complete the purchase of the Property in the meantime; and

I, Susan Wittrup, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 12<sup>th</sup> day of April 2023, by the above-described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 12<sup>th</sup> day of April 2023.

Susan Wittrup

Susan Wittrup (Apr 18, 2023 16:01 PDT)

Clerk of the Board of Education  
Fresno Unified School District

**PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS**

(Fidelity National Title Company Escrow No. \_\_\_\_\_)

**DATED:** April 12, 2023 (the "Effective Date")

**PARTIES:** (1) **FRESNO UNIFIED SCHOOL DISTRICT (FUSD)** and/or their Assignee (hereinafter collectively referred to as "Buyer"); and  
(2) **PAUL H. ATMAJIAN** (hereinafter collectively referred to as "Seller").

**RECITALS:**

This *Purchase and Sale Agreement and Escrow Instructions* (Agreement) is made with respect to the following facts:

A. Seller is the owner of commercial property which is located at 1010 S. MINNEWAWA AVE., Fresno, California 93727 (Fresno County Assessor's Parcel Number 472-022-13), which is more particularly described in Exhibit A attached hereto.

B. The real property and improvements thereon consist of an approximate 8.73 acre parcel.

C. Buyer desires to purchase from Seller and Seller desires to sell to Buyer the Property (as hereinafter defined in Article 1) on the terms and conditions set forth herein.

**AGREEMENT:**

NOW, THEREFORE, Seller and Buyer agree as follows:

**ARTICLE 1  
GENERAL TERMS AND CONDITIONS**

1.1 **PROPERTY.** Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

1.1.1 **Land.** The property described in Exhibit A hereto.

1.1.2 **Appurtenances.** All rights, privileges and easements appurtenant to the Property, and all rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the Property (all of which are collectively referred to as the "Appurtenances").

1.1.3 **Improvements.** All existing buildings improvements located on the Property, including, without limitation sprinkler systems and controls, including all items listed in Exhibit "B."

1.1.4 **Personal Property.** No personal property is being sold or transferred hereunder.

1.2 **PROPERTY DEFINED.** All of the items described in Sub-Sections 1.1.1, 1.1.2, 1.1.3 and 1.1.4 are hereinafter collectively referred to as the Property.



1.3 **ESCROW HOLDER; ESCROW COMPANY; TITLE COMPANY.** The terms Escrow Holder, Escrow Company and Title Company shall all mean and refer to, interchangeably, FIDELITY NATIONAL TITLE COMPANY.

1.4 **ESCROW OPENING.** Escrow Opening shall be within three (3) days following execution of this Agreement by the Seller and Buyer.

## **ARTICLE 2 PURCHASE PRICE**

2.1 **PURCHASE PRICE.** The purchase price (the Purchase Price) for the Property shall be Seven Hundred Ninety-Eight Thousand Seven Hundred Ninety-Five Dollars and Zero Cents (\$798,795.00).

2.2 **PAYMENT OF PURCHASE PRICE.** The Purchase Price shall be paid as follows:

2.2.1 On the Closing date, the entire Purchase Price of Seven Hundred Ninety-Eight Thousand Seven Hundred Ninety-Five Dollars and Zero Cents (\$798,795.00) shall be paid to Seller in cash.

2.3 **DEPOSIT.** Buyer shall, on or before the fifth (5th) day following the Effective Date of this Agreement, make an initial deposit with the Escrow Holder in the amount of One Hundred Thousand Dollars (\$100,000.00), to be credited against the Purchase Price at close of escrow.

## **ARTICLE 3 TITLE TO REAL PROPERTY**

3.1 **TITLE TO REAL PROPERTY.** A Title Order shall be opened at the same date of Escrow Opening, and the Title Company shall prepare and deliver to Buyer and Seller, a Preliminary Title Report within twenty (20) days following the Effective Date herein, covering the real property portion of the Property, together with copies of each document shown therein as an exception to title (the Exceptions). The purchase and sale of the Property is conditioned upon Buyer's approval of said report as provided in Section 4.1.2 below. At the Closing, Seller shall convey the following to Buyer:

3.1.1 **Real Property Transfer and Title.** Fee simple title to the Real Property identified in Exhibit A hereto shall be transferred by execution and delivery of a Grant Deed. On the Closing date, Buyer shall receive from the Title Company a ALTA General Policy of Title Insurance with liability in the full amount of the Purchase Price set forth in Section 2.1 herein, issued by Fidelity National Title Company, subject only to (i) real property taxes and assessment liens not yet due and payable; (ii) covenants, conditions, restrictions, easements, and rights of way of record approved by Buyer; and (iii) Title Company's standard printed exceptions.

## **ARTICLE 4 CONDITIONS TO CLOSING**

4.1 **BUYER'S CONDITIONS.** Buyer's obligation to purchase the Property under this Agreement is subject to the fulfillment prior to the Closing of each of the following conditions,

within sixty (60) days of Effective Date herein each of which is for the benefit of Buyer and any or all of which may be waived by Buyer in writing at Buyer's option. In the event that any of the following conditions are not met or waived, Escrow Holder shall return the Deposit to Buyer upon cancellation of escrow.

4.1.1 **A. All Purchase Agreement and related California Environmental Quality Act Approvals by Fresno Unified School District Board of Trustees.**

**B. Buyer's approval of environmental site assessment.**

**C. Securing a General Plan conformity evaluation from (as applicable) either the City or County of Fresno.**

**D. Fresno County Standard closing conditions pertaining to the allocation of title costs, title Insurance, closing costs, charges, commissions (by Seller), & taxes.**

4.1.2 **Approval of Title.** Buyer's written approval of the Preliminary Title Report within fifteen (15) days of its receipt of said report and copies of the Exceptions. Buyer shall acquire title subject to all covenants, conditions, restrictions, easements and exceptions of record (title exceptions) shown on the Preliminary Title Report, provided that Buyer may object to a title exception, after which Seller shall have ten (10) business days to give Buyer notice; (i) that Seller will remove such objectionable exceptions from title and provide Buyer with evidence satisfactory to Buyer of such removal, or Seller will provide Buyer with evidence satisfactory to Buyer that said exceptions will be removed on or before the Closing; or (ii) that Seller, after having made a reasonable effort to remove such exceptions from title, elects not to cause such exceptions to be removed. If Seller gives Buyer notice that particular exception(s) cannot be reasonably removed, then Buyer shall have ten (10) business days to notify Seller of Buyer's election to proceed with the purchase of and take Property subject to such exceptions but otherwise pursuant to the terms of this Agreement, or to terminate this Agreement.

4.1.3 **Real Property Tax and Special Tax District.** Buyer shall have sixty (60) days after the Effective Date to investigate the Property's real property tax, assessments, and special taxing district obligation.

4.1.4 **Inspection Period.** Buyer shall have sixty (60) days from the date of Escrow Opening to determine the suitability of the Property for Buyer's intended use (the Inspection Period). The Inspection Period shall commence on the day on which the escrow is opened and shall expire at 5:00 p.m. on the sixtieth (60<sup>th</sup>) day following the Effective Date of this Agreement. During this period, Buyer shall, at Buyer's option and expense with no right of reimbursement whatsoever from Seller, conduct any environmental studies and or any soil, plant, and/or water sampling, tests, or surveys of the Property, or any other tests or surveys which Buyer deems advisable. Buyer agrees to indemnify, defend and hold Seller harmless from any cost, expense, obligation, or other liability, (including, without limitation, attorneys fees) caused by entry upon the Property by Buyer, its employees, agents, representatives or contractors during Buyer's Inspection Period. At any time prior to expiration of the Inspection Period, Buyer may, by written notice to Seller, terminate this Agreement and escrow shall be canceled, with Buyer's Deposit being returned and paid to Buyer.

4.1.5 **Seller's Disclosures.** Within five (5) days after the Effective Date, the Seller shall provide the Buyer with copies of all documents in his possession pertaining to the Property, including, but not limited to any current litigation pertaining to the Property, all environmental tests or reports, all plans for current or past construction or repairs or improvements on the Property.

4.1.6 **Accuracy of Representations.** All of Seller's material representations and warranties contained in or made pursuant to this Agreement, to the best of their knowledge, shall have been true and correct when made and shall be true and correct as of the Closing, and Seller shall have complied with all of Seller's covenants and agreements contained in or made pursuant to this Agreement.

## **ARTICLE 5 CLOSING AND ESCROW**

5.1 **DEPOSIT WITH ESCROW HOLDER AND ESCROW INSTRUCTIONS.** Each party shall deposit an executed counterpart of this Agreement with the Escrow Holder within three (3) business days of such party's execution of this Agreement, and the Buyer shall make deposit referred to in Section 2.3 above. This Agreement shall serve as the instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control unless the escrow instructions specifically provide that this Agreement is modified.

### **5.1.1 CLOSING.**

5.2.1 **Location and Date.** The Closing hereunder (the Closing) shall be held at the offices of FIDELITY NATIONAL TITLE COMPANY at 7475 North Palm Avenue, Suite 107, Fresno, California 93711. The execution and exchange of documents shall take place at the Closing on or before thirty (30) days following the Inspection Period (Closing Date), subject to the recording of documents and disbursement of funds by Escrow Holder. All documents shall be deemed delivered on the date the Deed is recorded.

5.2.2 **Delayed Closing.** In the event the Closing does not occur on or before the Closing Date, escrow may close after the Closing Date so long as either party has not executed and delivered a written notice of termination to Escrow Holder; provided such notice may not be given until five (5) days after the Closing Date. Upon receipt of a notice of termination, Escrow Holder shall return to the depositor thereof items which may have been deposited thereunder.

5.3 **DELIVERY BY SELLER TO ESCROW HOLDER.** Prior to the Closing Date, Seller shall deliver the following documents to Escrow Holder.

5.3.1 **Deed.** A deed conveying title to the Property, as set forth in Section 3.1.1 of this Agreement.

Said documents, as applicable, shall be duly executed and acknowledged by Seller, in recordable form, and ready for recordation on the Closing Date.

5.4 **DELIVERY BY BUYER TO ESCROW HOLDER.** Prior to the Closing, Buyer shall cause the following to be delivered to the Escrow Holder:

5.4.1 **Deposit.** The Purchase Price will be credited with the amount of Buyer's Deposit.

5.4.2 **Balance.** The balance of the Purchase Price shall be deposited in cash in the form of a

cashier's check payable to FIDELITY NATIONAL TITLE COMPANY by Buyer prior to close of escrow.

5.5 **OTHER INSTRUMENTS.** Seller and Buyer shall each deliver such other instruments and cash as is reasonably required by Escrow Holder or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

5.6 **CLOSE OF ESCROW.** Provided that Escrow Holder has received the documents, instruments and funds described in Article 5 hereof, that Escrow Holder has not received written notice from either Buyer or Seller that any of the conditions to Closing set forth in Article 4 have not been satisfied or waived, or that any of the representations and warranties made by either Buyer or Seller are untrue either as of the date of this Agreement or as of the Closing Date, and provided further the Title Company is able to deliver to Buyer the policy of title insurance described in Section 3.1.1 hereof, Escrow Holder is authorized and instructed on the Closing Date to:

5.6.1 **Deed.** Record the deed with the Fresno County Recorder.

5.6.2 **Net Proceeds.** Deliver the net proceeds from escrow to Seller.

5.7 **PRORATIONS AND APPORTIONMENTS.**

5.7.1 **Property Taxes.** All non-delinquent property taxes and current rents of the Property shall be prorated as of Closing Date.

5.7.2 **Costs and Expenses.** Seller shall pay the premium for the Title Policy, and the cost of any documentary or other transfer taxes applicable to the sale. Except as provided in Exhibit "B," Buyer shall pay the cost of any due diligence reports completed & any assessment report, and any title endorsements. Buyer and Seller shall share equally all other costs and charges of the escrow for the sale, as normal in County of Fresno.

**ARTICLE 6**  
**REPRESENTATIONS AND WARRANTIES OF SELLER**

6.1 **WARRANTIES AND REPRESENTATIONS OF SELLER.** As an inducement to Buyer to enter into this Agreement, Seller hereby represents and warrants to and agrees with Buyer as follows:

6.1.1 **Authority of Seller.** Sellers are legal entities, authorized to do business in the State of California and with full authority to enter into this Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are or at the time of Closing will be duly authorized, executed and delivered by Seller and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

6.1.2 **Laws and Regulations.** To the best of Seller's knowledge, there are no condemnation, environmental, zoning or other land use regulation proceedings, either instituted or planned to be instituted, which could detrimentally affect the use or operation of the Property for its intended purpose or the value of the Property, nor has Seller received notice of any special proceedings affecting the Property. To the best of Seller's knowledge, the Property complies with all environmental laws and regulations including laws and regulations relating to hazardous materials and hazardous substances, and there are no known underground fuel storage tanks located on the Property.

6.2 **SURVIVAL.** The representations and warranties of Seller contained herein shall survive the Closing Date.

6.3 **DISCLAIMER "AS IS"** Except as specifically provided in this Article 6, Seller makes no representations or warranties as to the condition of the improvements and fixtures, as the Seller is selling the Property in AS-IS condition.

**ARTICLE 7**  
**REPRESENTATIONS AND WARRANTIES OF BUYER**

7.1 **REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer hereby represents and warrants to Seller as follows:

7.1.1 **Authority of Buyer.** Buyers have full authority to enter into this Agreement. This Agreement, and all documents executed by Buyer which are to be delivered to Seller at the Closing, are or at the time of Closing will be duly authorized, executed and delivered by Buyer, and are or at the Closing will be legal, valid and binding obligations of Buyer.

7.1.2 **Litigation.** There is no litigation pending or, to Buyer's knowledge threatened against Buyer or any basis there for before any court or administrative agency which might result in any material adverse change in the business or financial condition of the Buyer that would affect closing escrow on this purchase.

7.1.3 **Financial Condition.** Buyer has adequate financial resources to pay the Purchase Price as specified herein, and to perform all of their obligations hereunder.

7.1.4 **AS-IS ACKNOWLEDGEMENT.** Buyer acknowledges that it is sophisticated and experienced in purchasing real estate. Buyer further acknowledges that it is purchasing the Property in AS-IS condition, and is not relying upon any representations or warranties of Seller whatsoever, except for those representations and warranties made expressly herein by Seller.

**ARTICLE 8  
MISCELLANEOUS**

8.1 **NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and sent by United States mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows, and shall be deemed to have been given upon the date of delivery (or refusal to accept delivery) as indicated on the return receipt:

IF TO SELLER:

**Paul H. Atmajian**  
6368 Avenue 430  
Reedley, CA 93654

IF TO BUYER:

**Patrick Jensen**  
Interim Chief Financial Officer  
Fresno Unified School District  
2309 Tulare Street  
Fresno, CA 93721  
Patrick.Jensen@fresnounified.org

**Alex Belanger**  
Chief Executive, Operational Services  
Fresno Unified School District  
4600 N. Brawley Ave.  
Fresno, CA 93722  
William.Belanger@fresnounified.org

**Paul Idsvoog**  
Chief Operations and Classified Labor  
Management Officer  
Fresno Unified School District  
4600 N. Brawley Ave.  
Fresno, CA 93722  
Paul.Idsvoog@fresnounified.org

**Dale E. Bacigalupi, Legal Counsel**  
Lozano Smith  
7404 N. Spalding Ave  
Fresno, CA 93720  
dbacigalupi@lozanosmith.com

or such other address as either party may from time to time specify in writing to the other in the manner aforesaid.



9.1 **BROKERS OR FINDERS.** Cushman & Wakefield U.S., Inc. represents the buyer and Colliers International represents the seller. Seller shall pay a commission of six percent (6%) of the sales price to be split 50/50 between Buyer's and Seller's representatives.

9.2 **TAX FREE EXCHANGE.** Either Buyer and/or Seller may elect to handle this transaction so as to qualify for the tax deferred benefits under the Internal Revenue Code, Section 1031, as amended. Either party shall have the right to make such election at any time before the date of closing and delivery of deeds. If either/both party(ies) makes such an election, the other agrees and promises to accommodate the electing party by taking any and all reasonable steps necessary to assure that the exchange will qualify under Section 1031. No party shall incur any additional costs, expenses, fees or liabilities on account of the other party's election hereunder. This Agreement is not conditioned upon the ability of any party to qualify for Section 1031 tax-deferred treatment, except to the extent each party promises to cooperate to effect such treatment.

9.3 **LIQUIDATED DAMAGES. IF BUYER IS IN DEFAULT, THEN ALL PAYMENTS AND THINGS OF VALUE RECEIVED BY SELLER ON DEPOSIT BY BUYER INTO ESCROW SHALL BE FORFEITED BY BUYER AND RETAINED ON BEHALF OF SELLER, AND BOTH PARTIES SHALL THEREAFTER BE RELEASED FROM ALL OBLIGATIONS HEREUNDER. IT IS AGREED THAT SUCH PAYMENTS AND THINGS OF VALUE ARE LIQUIDATED DAMAGES AND BELOW ARE SELLER'S SOLE AND ONLY REMEDY FOR BUYER'S FAILURE TO PERFORM THE OBLIGATIONS OF THIS AGREEMENT. SELLER EXPRESSLY WAIVES THE REMEDIES OF SPECIFIC PERFORMANCE AND ADDITIONAL DAMAGES.**

Seller's Initials: PNA Buyer's Initials: \_\_\_\_\_

9.4 **SUCCESSORS AND ASSIGNS.** This Agreement may not be assigned by Buyer without the written approval of Seller, subject to the following limitation. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators and assigns.

9.5 **AMENDMENTS.** This Agreement may be amended or modified only by a written instrument executed by the party asserted to be bound thereby.

9.6 **CONTINUATION AND SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS.** All representations, warranties and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the Closing date, shall be deemed to be material, and shall survive the execution and delivery of this Agreement, the delivery of the Deed and transfer of title.

9.7 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9.8 **MERGER OF PRIOR AGREEMENTS.** This Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

9.9 **ATTORNEYS FEES.** In the event of dispute arising from or out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of suit.

9.10 **TIME OF THE ESSENCE.** Time is of the essence of this Agreement.

9.11 **FACSIMILE SIGNATURES.** Facsimile signatures shall have the same force and effect as original signatures.

9.12 **COUNTERPARTS.** This Agreement may be executed in counterparts and as executed shall constitute one and the same agreement, binding on all parties hereto, even though all parties do not sign the original or the same counterpart.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**"Buyer"**

**Fresno Unified School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**"Seller"**

**Paul H. Atmajian**

By:   
Paul H. Atmajian

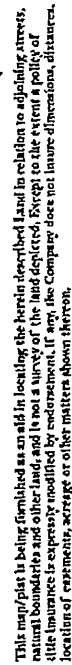
Date: March 8, 2023

**Approved As To Form**



3/21/2023

**Stacey Sandoval, Executive Director  
Risk Management**



### **Exhibit "B"**

- 1) One horse shade structure consisting of steel posts and a metal roof.
- 2) Post and wire fencing with gates, suitable for horses.
- 3) One agricultural well capable of 400gpm with:
  - A. Three phase 230v PGE power supply and pump control
  - B. 15 hp submersible motor
  - C. Grundfos stainless steel pump (150 gpm @ 50psi)
  - D. Steel water storage tank.
- 4) Some underground pvc water lines.
- 5) Some sprinkler valves and sprinkler wire.
- 6) Sprinkler timer box.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**AGENDA ITEM A-21**

**AGENDA SECTION: A**

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


**ACTION REQUESTED: Deny**

(Adopt, Approve, Discuss, Receive, etc.)

**TITLE AND SUBJECT: Deny Claim GL22-0927-7709**

**ITEM DESCRIPTION:** Included in the Board binders is a Claim for Damages by a minor, case GL22-0927-7709. The Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management for further handling.

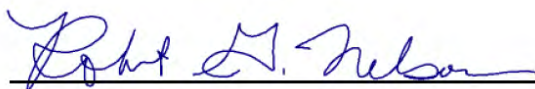
**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.

**PREPARED BY:** Stacey Sandoval,  
Executive Director 

**DIVISION:** Business and Financial Services  
**PHONE NUMBER:** (559) 457-6226

**CABINET APPROVAL:** Patrick Jensen,  
Interim Chief Financial Officer

**SUPERINTENDENT APPROVAL:**





RECEIVED

MAR 14 2023

BENEFITS AND RISK MANAGEMENT  
FRESNO UNIFIED SCHOOLS

DANIEL RODRIGUEZ, ESQ., SBN 096625

CHANTAL TRUJILLO, ESQ., SBN 289493

DANAY GONZALEZ, ESQ., SBN 316755

VICTORIA HARP, ESQ., SBN 323937

**RODRIGUEZ & ASSOCIATES**

**A Professional Law Corporation**

1128 TRUXTUN AVENUE

BAKERSFIELD, CA 93301

TELEPHONE (661) 323-1400 FAX (661) 323-0132

Attorneys for Claimant *MINOR*  
a minor, by and through *minor* guardian ad litem,  
Stephanie Smith

**SUPERIOR COURT OF THE STATE CALIFORNIA  
FOR THE COUNTY OF FRESNO**

*MINOR*, a minor, by and  
through *minor* guardian ad litem,  
STEPHANIE SMITH,

Claimant,

vs.

FRESNO UNIFIED SCHOOL  
DISTRICT; VICE PRINCIPAL RHEA  
MUNOZ; PHYSICAL EDUCATION  
TEACHER KEVIN DUECK; and  
DOES 1 through 100, inclusive,

Respondents.

**GOVERNMENT TORT CLAIM**

[Gov. Code §§ 910, et seq.]

**GOVERNMENT TORT CLAIM**

TO THE BOARD OF TRUSTEES OF RESPONDENT FRESNO UNIFIED  
SCHOOL DISTRICT, AND TO RESPONDENTS FRESNO UNIFIED SCHOOL  
DISTRICT, VICE PRINCIPAL RHEA MUNOZ, PHYSICAL EDUCATION  
TEACHER KEVIN DUECK; and DOES 1 through 100, inclusive.

1           1.     This Claim is presented by Claimant *MINOR*, a minor, by  
2 and through ~~my~~ guardian ad litem, STEPHANIE SMITH ("Claimant").

3           2.     Claimant's address is intentionally omitted out of an abundance of  
4 caution for Claimant's safety. Any and all notices are to be sent to Claimant's  
5 counsel at: 1128 Truxtun Avenue, Bakersfield, California 93301.

6           3.     Claimant is represented in this matter by:

7                 Daniel Rodriguez, Esq.  
8                 Chantal Trujillo, Esq.  
9                 Danay Gonzalez, Esq.  
10                Victoria Harp, Esq.  
11                Rodriguez & Associates  
12                1128 Truxtun Avenue  
                Bakersfield, CA 93301  
                (661) 323-1400

13 All notices in connection with this matter should be sent to the foregoing attorneys.

14           4.     The date, place, and other circumstances of the occurrence or  
15 transaction that give rise to this Claim are as follows:

16           5.     Claimant *MINOR* was born on *MINOR*. At all  
17 relevant times herein, Claimant was: (a) a minor student enrolled in Respondent  
18 FRESNO UNIFIED SCHOOL DISTRICT.

19           6.     The Respondents are FRESNO UNIFIED SCHOOL DISTRICT,  
20 VICE PRINCIPAL RHEA MUNOZ, PHYSICAL EDUCATION TEACHER  
21 KEVIN DUECK; and DOES 1 through 100, inclusive.

22           7.     At all relevant times herein, Kings Canyon Middle School was a  
23 middle school within the jurisdiction and under the control of Respondent  
24 FRESNO UNIFIED SCHOOL DISTRICT. Said Respondent is statutorily liable  
25 under California law pursuant to California Government Code § 815.2(a).

26           8.     At all relevant times herein, Respondent Vice Principal Rhea Munoz  
27 was: (a) the Vice Principal of Kings Canyon Middle School; and (b) an employee  
28 and agent of Respondent FRESNO UNIFIED SCHOOL DISTRICT. Said

1 Respondent is statutorily liable under California law pursuant to California  
2 Government Code § 820.

3 9. At all relevant times herein, Respondent Physical Education Teacher  
4 Kevin Dueck was: (a) the Physical Education Teacher at Kings Canyon Middle  
5 School; and (b) an employee and agent of Respondent FRESNO UNIFIED  
6 SCHOOL DISTRICT. Said Respondent is statutorily liable under California law  
7 pursuant to California Government Code § 820.

8 10. Claimant is unaware of the true names and capacities of the  
9 Respondents sued herein as DOES 1 through 100, inclusive, and therefore sue  
10 these Respondents by such fictitious names. At all relevant times herein,  
11 Respondents DOES 1 through 90, inclusive, were: (a) officers and/or agents of  
12 Respondent FRESNO UNIFIED SCHOOL DISTRICT; (b) employed as  
13 principals, deans, counselors, teachers, bus drivers, security guards, campus  
14 security, yard aids, and/or other employees at Kings Canyon Middle School, a  
15 middle school within, and under the jurisdiction and control of, Respondent  
16 FRESNO UNIFIED SCHOOL DISTRICT; and/or (c) acting within the scope of  
17 such agency and employment. Claimant is informed and believes, and on that basis  
18 alleges, that each of the fictitiously named Respondents is liable in the manner set  
19 forth below for the acts, conduct and/or omissions concerning the events and  
20 happenings herein referred to, which proximately caused the damages and injuries  
21 to Claimant as alleged herein.

22 11. This claim is based on injuries from the physical assault, bullying,  
23 threats, verbal and emotional harassment, and/or hostile environment towards  
24 student, *MINOR*, on September 27, 2022, while Claimant was enrolled  
25 as a student at Kings Canyon Middle School in the FRESNO UNIFIED SCHOOL  
26 DISTRICT. On or about this date, while Claimant was enrolled at Kings Canyon  
27 Middle School, Claimant was participating in his physical education class and was  
28 instructed to play "sharks and minnows" with the students in the class, by

1 Respondent Physical Education Teacher Kevin Dueck announced to the entire  
2 class that he would give "extra credit" to anyone who could tackle Claimant.

3 12. Prior to and on or about September 27, 2022, and prior to the injuries  
4 and damages alleged herein, Respondents, and each of them, knew or should have  
5 known that encouraging students to tackle another student could result in injury.

6 13. Prior to and on or about September 27, 2022, and prior to the injuries  
7 and damages alleged herein, Respondents, and each of them, knew or should have  
8 known that encouraging students to use body contact to win in a competitive  
9 physical education game could result in injury.

10 14. On September 27, 2022, Claimant was physically assaulted and  
11 attacked by a group of the Respondents' students while at least one of  
12 Respondents' employees watched and laughed at Claimant. As an actual, legal and  
13 proximate result of the negligent acts by Respondents FRESNO UNIFIED  
14 SCHOOL DISTRICT; VICE PRINCIPAL RHEA MUNOZ; PHYSICAL  
15 EDUCATION TEACHER KEVIN DUECK; and DOES 1 through 100, Inclusive,  
16 including but not limited to, negligently and unreasonably controlling, supervising,  
17 counseling, monitoring, disciplining, failing to supervise, warning and/or taking  
18 adequate precautions in connection with the Kings Canyon Middle School students  
19 who physically attacked Claimant, Claimant: (a) was physically assaulted by  
20 numerous other students; (b) fell and <sup>MUNOZ</sup> head made direct contact with the ground  
21 twice; (c) received injuries to <sup>MUNOZ</sup> head and ankle for which medical treatment was  
22 sought; (d) experienced and continues to experience headaches, concentration  
23 issues, excessive fatigue, and other debilitating injuries; (e) received sustained  
24 physical, mental, and emotional injuries; (f) suffered disability, pain, suffering,  
25 fear, anxiety, and emotional distress; (g) incurred medical expenses; (h) will incur  
26 future medical expenses; (i) will suffer lost future earnings and the loss of earning  
27 capacity; (j) will suffer future disability, pain, suffering, fear, anxiety, emotional  
28

1 distress, loss of enjoyment of life, and loss of quality of life; and (k) suffered and  
2 incurred, and will suffer and incur, other general and special damages.

3 15. Respondents FRESNO UNIFIED SCHOOL DISTRICT; VICE  
4 PRINCIPAL RHEA MUNOZ; PHYSICAL EDUCATION TEACHER KEVIN  
5 DUECK; and DOES 1 through 100, Inclusive, did not notify the Claimant's  
6 mother of the injury.

7 16. When Respondents FRESNO UNIFIED SCHOOL DISTRICT and  
8 VICE PRINCIPAL RHEA MUNOZ were notified of the incident and the injury to  
9 Claimant, VICE PRINCIPAL RHEA MUNOZ smiled, laughed, and smirked while  
10 apologizing for the incident.

11 17. The aforementioned acts and omissions by Respondents, and each of  
12 them, and Respondent's employees and/or agents of the FRESNO UNIFIED  
13 SCHOOL DISTRICT during Claimant's enrollment at Kings Canyon Middle  
14 School up to and including, but not limited to, the period of on or about September  
15 27, 2022, violated various legal duties and gave rise to injuries sustained by  
16 Claimant. Among other violations of legal duties, the FRESNO UNIFIED  
17 SCHOOL DISTRICT and its employees and/or agents: failed to prevent assault,  
18 battery, intimidation, and/or physical attacks against Claimant by Respondents'  
19 students, failed to appropriately respond to reports of physical attacks received by  
20 Respondent's employees and/or agents, failed to appropriately train their staff  
21 and/or agents on how to prevent and respond to incidents of student aggression and  
22 assault, failed to adequately supervise, monitor, oversee, and/or control its  
23 students, encouraged its students to physically tackle Claimant, and therefore  
24 allowing Claimant to be attacked and tackled, and/or failed to appropriately  
25 respond to complaints made by Claimant and/or other students.

26 18. Prior to and on or about September 27, 2022, but prior to the injuries  
27 and damages alleged herein, Respondents FRESNO UNIFIED SCHOOL  
28 DISTRICT; VICE PRINCIPAL RHEA MUNOZ; PHYSICAL EDUCATION

1 TEACHER KEVIN DUECK; and DOES 1 through 100, Inclusive, were  
2 deliberately indifferent, became aware, had notice, knew, or reasonably should  
3 have known that Kings Canyon Middle School teacher who encouraged his  
4 students to tackle and attack Claimant was dangerous, violent, aggressive,  
5 threatening, and/or abusive.

6 19. Prior to and on or about September 27, 2022, but prior to the injuries  
7 and damages alleged herein, Respondents FRESNO UNIFIED SCHOOL  
8 DISTRICT; VICE PRINCIPAL RHEA MUNOZ; PHYSICAL EDUCATION  
9 TEACHER KEVIN DUECK; and DOES 1 through 100, Inclusive, were  
10 deliberately indifferent, and/or negligently and unreasonably controlled,  
11 supervised, monitored, disciplined, failed to supervise, warn and/or take adequate  
12 precautions in connection with the Kings Canyon Middle School teacher who  
13 encouraged his students to tackle and attack Claimant.

14 20. Prior to and on or about September 27, 2022, but prior to the injuries  
15 and damages alleged herein, Respondents FRESNO UNIFIED SCHOOL  
16 DISTRICT; VICE PRINCIPAL RHEA MUNOZ; PHYSICAL EDUCATION  
17 TEACHER KEVIN DUECK; and DOES 1 through 100, Inclusive, were  
18 deliberately indifferent and/or negligently and unreasonably failed to provide  
19 protection, supervision, and/or take safety measures for the benefit of students at  
20 Kings Canyon Middle School, including but not limited to Claimant.

21 21. Prior to and on or about September 27, 2022, but prior to the injuries  
22 and damages alleged herein, Respondents FRESNO UNIFIED SCHOOL  
23 DISTRICT; VICE PRINCIPAL RHEA MUNOZ; PHYSICAL EDUCATION  
24 TEACHER KEVIN DUECK; and DOES 1 through 100, Inclusive, were  
25 deliberately indifferent, and/or negligently and unreasonably failed to provide  
26 adequate instruction, training, and/or teaching to Respondent FRESNO UNIFIED  
27 SCHOOL DISTRICT's staff members and agents, including the Kings Canyon  
28 Middle School teacher who encouraged his students to tackle and attack Claimant.



1           22. Prior to and on or about September 27, 2022, and at all relevant times  
2 herein, Respondent FRESNO UNIFIED SCHOOL DISTRICT, pursuant to the  
3 special relationship formed between Respondents and its enrolled students and the  
4 compulsory nature of education, owed a duty to Claimant to reasonably maintain,  
5 manage, control, monitor, supervise, and/or operate the Kings Canyon Middle  
6 School campus and thereby keep the campus free from student-on-student attacks.

7           23. In addition, in engaging in and performing the acts, omissions and  
8 conduct alleged above, Respondent FRESNO UNIFIED SCHOOL DISTRICT  
9 failed to perform one or more mandatory duties, within the meaning of California  
10 Government Code § 815.6, including but not limited to:

- 11           (a) its mandatory duty to protect students generally, under  
12 California Education Code § 44807 and California Code of  
13 Regulations, Title 5, §§ 5551; 5552. See M.W. v. Panama  
14 Buena Vista Union School Dist., 110 Cal.App.4th 508, 520-  
15 521, 1 Cal.Rptr.3d 673, 681-682 (5th Dist. 2003);
- 16           (b) its mandatory duty to protect students generally, pursuant to  
17 Article I, Section 28(f) of the California Constitution;
- 18           (c) its affirmative duty under the Interagency School Safety  
19 Demonstration Act, under California Education Code §§ 32260,  
20 32261;
- 21           (d) its affirmative duty pursuant to the special relationship between  
22 respondent FRESNO UNIFIED SCHOOL DISTRICT and  
23 Claimant and the compulsory nature of education under  
24 California Education Code § 48200;
- 25           (e) Title IX of the Education Amendments of 1982; and  
26           (f) Title VII of the Civil Rights Act of 1964.

27           25. The names and identities of all of the public employees responsible  
28 for Claimant's injuries and damages are unknown to Claimant at this time. To

1 Claimant's present knowledge, the names and identities of the public employees  
2 who were responsible for Claimant's injuries damages include but are not limited  
3 to: Respondents FRESNO UNIFIED SCHOOL DISTRICT; VICE PRINCIPAL  
4 RHEA MUNOZ; and PHYSICAL EDUCATION TEACHER KEVIN DUECK.

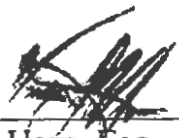
5 26. The injuries sustained by Claimant, as far as known, as of the date of  
6 the presentation of this claim, consist of physical injury, emotional injury, and  
7 psychological injury caused by the conduct described above, medical costs, future  
8 medical care, and future general and specific damages.

9 27. The amount of this claim totals over \$10,000. Therefore, no dollar  
10 amount shall be specified. Jurisdiction over this claim, however, shall rest in the  
11 Superior Court or Federal District Court.

12 I, Victoria Harp, the undersigned, am the person authorized to present this  
13 Claim on behalf of the above-named Claimant.

14  
15 DATED: March 14, 2023

**RODRIGUEZ & ASSOCIATES**

16  
17  
18   
19 Victoria L. Harp, Esq.  
20 Attorneys for Plaintiff *miner*  
21 by and through *miner*  
22 guardian ad litem, Stephanie Smith.  
23  
24  
25  
26  
27  
28

1 MINOR, a minor, by and through <sup>minor</sup> guardian ad litem, Stephanie Smith

2  
3 **PROOF OF SERVICE**

4  
5 STATE OF CALIFORNIA, COUNTY OF KERN

6 I am employed in the County of Kern, State of California. I am over the age of 18  
7 and not a party to the within action; my business address is 1128 Truxtun Avenue,  
Bakersfield, California 93301.

8 On **March 14, 2023**, I served the foregoing document described as follows:  
9 **GOVERNMENT TORT CLAIM**

10  
11 X by placing the true copies thereof \_\_\_\_\_ by placing the original  
12 addressed as follows:

13  
14 Fresno Unified School District  
15 4120 N First St,  
16 Fresno, CA 93726

17 Fresno Unified School District  
18 2309 Tulare Street  
19 Fresno, CA 93721

20 BY EMAIL OR ELECTRONIC FILING/SERVICE - Based upon a court order,  
21 local Rules of Court, or an agreement of the parties to accept service by e-mail or electronic  
22 transmission, I caused the documents to be sent/electronically served to the persons at the e-  
mail addresses listed above. (C.C.P. § 1010.6 and CRC § 2.260)

23 BY MAIL - I enclosed such document in a sealed envelope and caused such envelope  
24 to be deposited in the mail at Bakersfield, California. The envelope was mailed with postage  
25 thereon fully prepaid. I am "readily familiar" with this firm's practice of collection and  
26 processing of correspondence for mailing. It is deposited with the U.S. Postal Service on that  
27 same day in the ordinary course of business. I am aware that on motion of party, service is  
28 presumed invalid if postal cancellation date or postage meter date is more than one day after  
date of deposit for mailing affidavit.

1        **BY OVERNIGHT DELIVERY** - I enclosed such document in a sealed envelope and  
2 caused it to be deposited in a box or other facility regularly maintained by the express service  
3 carrier, or delivered to an authorized courier or driver authorized by the express service carrier  
4 to receive documents, in an envelope or package designated by the express service carrier  
5 with delivery fees paid or provided for, addressed to the person on whom it is to be served,  
6 at the office address as last given by that person.

7   x   **BY PERSONAL SERVICE** - I enclosed such document in a sealed envelope and  
8 caused it to be delivered by hand to the individual(s)/office(s) of the addressee(s).

9 Executed on **March 14, 2023**, at Bakersfield, California.

10        I declare under penalty of perjury under the laws of the State of California that the  
11 above is true and correct.

12   
13 \_\_\_\_\_  
14 BRANDY WELSH  
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Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**AGENDA ITEM A-22**

**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 January 01, 2023 through January 31, 2023 – Primary Report**

**ITEM DESCRIPTION:** Included in the Board binders is information on purchase orders issued from January 01, 2023 through January 31, 2023. Purchase orders for \$10,000 or more are presented first, followed by purchase orders for less than \$10,000. A list of purchase orders issued for Associated Student Body (ASB) accounts is also provided.

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

By segregating purchase orders in this manner, Board members with potential conflicts of interest can abstain from taking action on the Supplemental Report while still voting along with the rest of the Board on the Primary Report.

Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

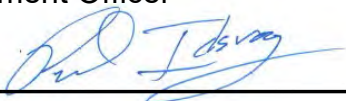
**FINANCIAL SUMMARY:** Funding is noted on the attached pages.

**PREPARED BY:** Ann Loorz,  
Executive Director

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

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

**SUPERINTENDENT APPROVAL:**



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**THE FOLLOWING PURCHASE ORDERS ARE FOR \$10,000 OR MORE**

**PURCHASE ORDERS DATED  
JANUARY 1, 2023 TO JANUARY 31, 2023  
RATIFICATION DATE APRIL 12, 2023**

<b>VENDOR/AUTHORITY</b>	<b>DEPT</b>	<b>PO NUMBER</b>	<b>FUND</b>	<b>UNIT</b>	<b>AMOUNT</b>
ALL AMERICAN SPORTS USA BELOW BID LIMIT (PCC 20111)	0725	769263	030	0170	\$10,000.00
ALL AMERICAN SPORTS USA BELOW BID LIMIT (PCC 20111)	0725	769578	030	0172	\$16,000.00
ALL AMERICAN SPORTS USA BELOW BID LIMIT (PCC 20111)	1165	769201	030	0188	\$33,000.00
A-MARK T-SHIRT, INC. BELOW BID LIMIT (PCC 20111)	0710	769984	060	6387	\$11,021.36
A-MARK T-SHIRT, INC. BELOW BID LIMIT (PCC 20111)	0790	769425	060	2600	\$13,584.70
AMAZON CAPITAL SERVICES BOE 06/01/22 A-14 (PIGGYBACK)	0895	AMA0000TA23	030	0112	\$37,395.00
AMG & ASSOCIATES, INC.	1005	743100	350	0913	\$19,336.07
AMG & ASSOCIATES, INC. BID 22-01	1005	743100	350	0917	\$0.00
ANCORA PUBLISHING INSTRUCTIONAL MATERIALS (PCC 20118.3)	0810	769521	030	0649	\$11,419.65
ANCORA PUBLISHING INSTRUCTIONAL MATERIALS (PCC 20118.3)	0810	770150	030	0649	\$14,346.89
APPLE COMPUTER, INC.	0785	769887	060	3305	\$24,000.00
APPLE COMPUTER, INC.	0785	769887	060	3308	\$5,700.00
APPLE COMPUTER, INC. BOE 06/01/22 A-14 (PIGGYBACK)	0785	769887	060	6515	\$300.00
APPLE COMPUTER, INC.	0785	769891	060	3305	\$66,553.79
APPLE COMPUTER, INC.	0785	769891	060	3308	\$15,806.52
APPLE COMPUTER, INC. BOE 06/01/22 A-14 (PIGGYBACK)	0785	769891	060	6515	\$831.92
ARCHER AND HOUND AD BOE 10/26/22 A-13	0880	766434A	670	0841	\$30,000.00
ARTWORKZ, EMBROIDERY & SCREEN PRINTING BELOW BID LIMIT (PCC 20111)	0790	770127	060	2600	\$60,000.00
AT&T MOBILITY BOE 06/01/22 A-14 (PIGGYBACK)	0790	AT000048030	060	2600	\$38,400.00
ATKINSON, ANDELSON, LOYA, RUUD & ROMO BOE 06/15/22 A-14	1870	762413	030	0690	\$200,000.00
B & H PHOTO-VIDEO, INC. BOE 06/01/22 A-14 (PIGGYBACK)	0710	769339	060	6387	\$30,755.69
BELTRAY, INC. DBA ALL STAR FORD BELOW BID LIMIT (PCC 20111)	1920	769212	030	0734	\$94,612.21
BEST TOURS AND TRAVEL, INC.	0925	758828	030	7230	\$100,000.00



RFQ 20-01					
BETTER FLOORING, INC.	0919	769288	060	8150	\$14,132.40
BOE 01/08/14 A-10 (CUPCCAA)					
BETTER FLOORING, INC.	1395	769141	350	0917	\$38,435.43
BOE 01/08/14 A-10 (CUPCCAA)					
BOSCO FUNDRAISING, LLC	0535	770341	080	8210	\$15,530.15
BELOW BID LIMIT (PCC 20111)					
BVI CONSTRUCTION, INC.	1505	769372A	350	0916	\$2,027,000.00
BID 23-08A, ADD ALT 1,2,3					
BVI CONSTRUCTION, INC.	1505	769372B	350	0917	\$418,000.00
BID 23-08B					
CA FIRE FIGHTER JT APPSHP. PROG.	0710	763568	030	6350	\$313,563.28
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
CALVIN CREST CAMP	0725	770299	030	0173	\$23,840.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
CAPTUREIT! IMPRINTING	0265	763021	030	7090	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
CBIZ OPERATIONS, INC.	0880	769744	680	0851	\$14,750.00
BELOW BID LIMIT (PCC 20111)					
CCAA	0725	762526	030	0172	\$134,167.00
BOE 08/10/22 A-9 (BUNDLED CONTRACTS)					
CCAA	0725	766566	030	0172	\$12,000.00
BOE 08/10/22 A-9 (BUNDLED CONTRACTS)					
CDW GOVERNMENT, INC.	0885	769768	060	3213	\$38,228.05
BOE 06/01/22 A-14 (PIGGYBACK)					
CDW GOVERNMENT, INC.	1910	769232	130	5310	\$24,982.93
BOE 06/01/22 A-14 (PIGGYBACK)					
CENCAL SERVICES, INC.	0705	769156	110	6391	\$35,350.00
BOE 01/08/14 A-10 (CUPCCAA)					
CENTRAL SANITARY SUPPLY CO., INC.	1891	770106	030	0716	\$35,830.04
BOE 06/01/22 A-14 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1910	769668	130	5310	\$25,245.55
BOE 06/02/21 A-13 (PIGGYBACK)					
CITY OF FRESNO CONVENTION AND ENTERTAINMENT CENTER	0700	769239	030	0500	\$11,114.00
CITY OF FRESNO CONVENTION AND ENTERTAINMENT CENTER	0700	769239	030	0606	\$15,000.00
CITY OF FRESNO CONVENTION AND ENTERTAINMENT CENTER	0700	769239	030	0675	\$10,000.00
BOE 12/14/22 A-17					
CKEPUSA, LLC	1910	769121	130	5310	\$15,363.28
BOE 06/01/22 A-14 (PIGGYBACK)					
CKEPUSA, LLC	1910	769134	060	7028	\$41,145.91
BOE 06/01/22 A-14 (PIGGYBACK)					
CKEPUSA, LLC	1910	769135	130	5310	\$12,135.20
BOE 06/01/22 A-14 (PIGGYBACK)					
CKEPUSA, LLC	1910	769137	130	5310	\$18,798.73
BOE 06/01/22 A-14 (PIGGYBACK)					

CKEPUSA, LLC	1910	769144	130	5310	\$12,893.65
BOE 06/01/22 A-14 (PIGGYBACK)					
CKEPUSA, LLC	1910	769147	130	5310	\$12,945.30
BOE 06/01/22 A-14 (PIGGYBACK)					
CKEPUSA, LLC	1910	769533	130	5310	\$12,785.30
BOE 06/01/22 A-14 (PIGGYBACK)					
CLOVIS UNIF. SCH. DIST./REGIONAL	0725	770292	030	0173	\$80,561.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
COLBI TECHNOLOGIES, INC.	0920	769286	060	3213	\$11,000.00
BELOW BID LIMIT (PCC 20111)					
COMMUNITY FUNDED ENTERPRISES, INC.	0850	769730	030	0681	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0765	769189	120	9076	\$10,300.85
BOE 06/01/22 A-14 (PIGGYBACK)					
CORE BUSINESS INTERIORS, INC.	0852	769481	030	0315	\$10,905.47
BOE 06/01/22 A-14 (PIGGYBACK)					
CROWN EQUIPMENT CORP.	1910	769221	060	7028	\$37,673.30
BELOW BID LIMIT (PCC 20111)					
D.E. VIGIL UNLIMITED, INC.	0880	769800	680	0851	\$22,934.51
BELOW BID LIMIT (PCC 20111)					
DARDEN ARCHITECTS, INC.	1905	769791	350	0917	\$35,631.00
RFQ 20-13					
DAVE CHRISTIAN CONST. CO., INC.	1505	768991	350	0917	\$14,950.00
BOE 01/08/14 A-10 (CUPCCAA)					
DAVIS MORENO CONSTRUCTION, INC.	1421	769426	350	0912	\$7,620,000.00
BID 23-09					
DAVIS MORENO CONSTRUCTION, INC.	1561	751875	350	0913	\$130,009.43
BID 22-21					
DEERE AND COMPANY	0710	765899A	060	6387	\$14,969.07
BELOW BID LIMIT (PCC 20111)					
DEERE AND COMPANY	0710	766144A	060	6387	\$14,969.07
BELOW BID LIMIT (PCC 20111)					
DELTA HEALTH SYSTEMS	0880	741722B	670	0841	\$10,000.00
BOE 12/15/21 A-12					
DEVELOPMENT GROUP, INC.	0925	769869	030	0188	\$35,303.37
RESOLUTION 21-27					
DEVELOPMENT GROUP, INC.	1130	753680B	350	0912	\$21,726.23
RESOLUTION 21-27					
DJM DRAPERY SERVICE	0919	758943	060	8150	\$40,000.00
BELOW BID LIMIT (PCC 2011)					
ECHO SPS	1910	770237	130	5310	\$69,000.00
EMERGENCY (PCC 1102)					
ECHO SPS	1910	770240	130	5310	\$175,287.60
EMERGENCY (PCC 1102)					
EKC ENTERPRISES, INC.	1145	769738	350	0917	\$12,687.17
BOE 01/08/14 A-10 (CUPCCAA)					
ENABLING DEVICES, INC.	0786	769210	060	6500	\$11,005.02

INSTRUCTIONAL MATERIALS (PCC 20118.3)					
ENCORE DATA PRODUCTS	1891	769215	030	0716	\$12,026.85
BELOW BID LIMIT (PCC 20111)					
FRESNO BREAKFAST HOUSE, LLC	0701	766189	030	0606	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
FRESNO ELECTRICAL JATC	0710	763578	030	6350	\$32,234.85
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
FRESNO NEON SIGN COMPANY, INC.	1135	769557	350	0917	\$29,594.40
BOE 01/08/14 A-10 (CUPCCAA)					
GIBBS INTERNATIONAL TRUCKS	0919	769830	060	8150	\$140,455.19
BOE 06/01/22 A-14 (PIGGYBACK)					
GLACIER REFRIGERATION AND AIR, INC.	0725	769373	030	0172	\$15,576.36
BELOW BID LIMIT (PCC 20111)					
GLACIER REFRIGERATION & AIR, INC.	0725	769885	030	0172	\$25,032.07
BELOW BID LIMIT (PCC 20111)					
GOLD STAR FOODS, INC.	1910	769145	130	5310	\$18,727.68
BOE 06/01/22 A-14 (PIGGYBACK)					
GOLD STAR FOODS, INC.	1910	769146	130	5310	\$60,698.88
BID 20-58					
GOLDEN EAGLE CHARTER, INC.	0925	758833	030	7230	\$30,000.00
RFQ 20-01					
GONZALEZ ARCHITECTS, INC.	1490	770094	030	0188	\$36,000.00
RFQ 20-13					
GRUMPY'S CONCRETE, INC.	1895	769766	060	3213	\$21,147.50
BOE 01/08/14 A-10 (CUPCCAA)					
GRUMPY'S CONCRETE, INC.	1895	769781	060	3213	\$11,637.00
BOE 01/08/14 A-10 (CUPCCAA)					
GRUMPY'S CONCRETE, INC.	1895	769816	060	3213	\$18,145.00
BOE 01/08/14 A-10 (CUPCCAA)					
GRUMPY'S CONCRETE, INC.	1895	769818	060	3213	\$13,200.00
BOE 01/08/14 A-10 (CUPCCAA)					
GRUMPY'S CONCRETE, INC.	1895	769819	060	3213	\$24,900.00
BOE 01/08/14 A-10 (CUPCCAA)					
GRUMPY'S CONCRETE, INC.	1895	769820	060	3213	\$13,137.00
BOE 01/08/14 A-10 (CUPCCAA)					
HEINEMANN PROFESSIONAL	0567	769841	030	7090	\$21,777.95
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
HORN SHOP, THE	0727	760068	030	0168	\$19,500.00
BOE 05/20/20 A-10					
INTEGRATED FOOD SERVICE	1910	769149	130	5310	\$56,627.20
BID 21-06					
INTEGRATED FOOD SERVICE	1910	769150	130	5310	\$19,420.00
BID 21-06					
INTEGRATED FOOD SERVICE	1910	769831	130	5310	\$33,048.00
BID 21-06					
J.M. SMUCKER, LLC	1910	769151	130	5310	\$25,272.00
BID 21-06					

JACK GOSCH FORD, INC. DBA GOSCH FORD HEMET BELOW BID LIMIT (PCC 20111)	1920	769871	030	0734	\$94,573.36
JENNIE-O TURKEY STORE BID 21-06	1910	769760	130	5310	\$29,187.00
KATCH ENVIRONMENTAL BID NO. 21-41	1130	703888	350	0912	\$142,317.49
KEISHA L. BURNETT BELOW BID LIMIT (PCC 20111)	0701	769269	060	5827	\$12,000.00
KHEPERA CURRICULUM GROUP, LLC INSTRUCTIONAL MATERIALS (PCC 20118.3)	0575	769622	030	7099	\$11,000.00
KILNERS, INC. BELOW BID LIMIT (PCC 20111)	0785	769787	060	3305	\$12,131.29
LAKESHORE LEARNING MATERIALS BOE 06/01/22 A-14 (PIGGYBACK)	0765	769188	120	9076	\$10,821.67
LAKESHORE LEARNING MATERIALS BOE 06/01/22 A-14 (PIGGYBACK)	0765	770177	120	5059	\$39,874.90
LEE GRANT INSPECTIONS RFQ 20-14 SECTION 8	1010	770368	060	3213	\$22,800.00
LEE GRANT INSPECTIONS RFQ 20-14 SECTION 8	1170	770372	060	3213	\$22,800.00
LEE GRANT INSPECTIONS RFQ 20-14 SECTION 8	1195	770278	060	3213	\$22,800.00
LEON ENVIRONMENTAL SERVICES BELOW BID LIMIT (PCC 2011)	0919	769966	060	8150	\$10,800.00
LOZANO SMITH, LLP BOE 06/15/22 A-14	1870	762412	030	0690	\$45,000.00
METEOR EDUCATION, LLC BOE 06/01/22 A-14 (PIGGYBACK)	0335	769840	030	7099	\$44,897.69
METEOR EDUCATION, LLC BOE 06/01/22 A-14 (PIGGYBACK)	0335	770142	030	7099	\$19,054.65
METEOR EDUCATION, LLC BOE 06/01/22 A-14 (PIGGYBACK)	0335	770285	030	7099	\$10,965.38
METEOR EDUCATION, LLC BOE 06/01/22 A-14 (PIGGYBACK)	0785	769796	060	3305	\$11,204.79
METEOR EDUCATION, LLC BOE 06/01/22 A-14 (PIGGYBACK)	0790	770041	060	2600	\$44,093.36
METEOR EDUCATION, LLC BOE 06/01/22 A-14 (PIGGYBACK)	1270	769248	060	3213	\$18,968.79
MIDSTATE AUTOMOTIVE EQUIPMENT CO. BELOW BID LIMIT (PCC 20111)	0919	769967	060	8150	\$12,629.71
NAVIGATED, LLC BELOW BID LIMIT (PCC 20111)	0810	769428	030	0649	\$14,900.00
NETSYNC NETWORK SOLUTIONS, INC. BELOW BID LIMIT (PCC 20111)	0886	769139	060	3213	\$27,332.81
NEW ENGLAND SHEET METAL AND MECHANICAL CO.	1235	749751	140	6205	\$76,409.00

BID NO. 22-13					
ODP BUSINESS SOLUTIONS, LLC	0445	OD000048031	030	7090	\$10,000.00
BOE 06/01/22 A-14 (PIGGYBACK)					
ODP BUSINESS SOLUTIONS, LLC	0460	OD000048302	030	7090	\$10,000.00
BOE 06/01/22 A-14 (PIGGYBACK)					
ODP BUSINESS SOLUTIONS, LLC	0700	OD000049317	060	3213	\$27,000.00
BOE 06/01/22 A-14 (PIGGYBACK)					
ODP BUSINESS SOLUTIONS, LLC	0755	OD000049331	030	0176	\$10,000.00
BOE 06/01/22 A-14 (PIGGYBACK)					
ODP BUSINESS SOLUTIONS, LLC	0895	OD00000TA23	030	0112	\$85,000.00
BOE 06/01/22 A-14 (PIGGYBACK)					
ODP BUSINESS SOLUTIONS, LLC	1910	OD000049326	130	5310	\$11,048.34
BOE 06/01/22 A-14 (PIGGYBACK)					
ORBACH, HUFF, SUAREZ, AND HENDERSON, LLP	1905	769313	030	0690	\$15,000.00
BOE 06/15/22 A-14					
P & R PAPER SUPPLY CO.	1910	769839	610	5310	\$71,727.70
BOE 06/01/2022 A-14 (PIGGYBACK)					
PACE SUPPLY CORP.	0919	759455	060	8150	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
PITMAN FARMS	1910	769888	130	5310	\$108,999.00
BELOW BID LIMIT (PCC 20111)					
PLATINUM GROUP, THE	1910	769417	130	5310	\$53,233.60
EMERGENCY (PCC 1102)					
PLATINUM GROUP, THE	1910	769418	130	5310	\$25,833.00
EMERGENCY (PCC 1102)					
PROSOLVE	0790	NR000048023	060	2600	\$19,000.00
BOE 11/09/22 A-11					
QUINN RENTAL SERVICES	0919	769534	060	8150	\$15,316.71
BELOW BID LIMIT (PCC 20111)					
RAUL Z. MORENO, DBA MORENO INSTITUTE	0030	766446	030	0181	\$6,639.21
RAUL Z. MORENO, DBA MORENO INSTITUTE	0030	766446	030	7090	\$10,030.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
REFRIGERATION SUPP. DIST.	0919	758412	060	8150	\$19,100.00
BELOW BID LIMIT (PCC 20111)					
RIDDELL/ALL AMERICAN SPORTS CORP.	0725	769308	030	0172	\$88,523.00
BOE 06/01/22 A-14 (PIGGYBACK)					
RIDDELL/ALL AMERICAN SPORTS CORP.	0725	769309	030	0172	\$23,126.00
BOE 06/01/22 A-14 (PIGGYBACK)					
SAN FRANCISCO STATE UNIVERSITY	0701	769331	060	3213	\$21,600.00
PROFESSIONAL SERVICES (GC 53060)					
SAN JOAQUIN IMPERIAL	0915	770273	030	0712	\$21,805.85
BELOW BID LIMIT (PCC 20111)					
SATTERLEE ELECTRICAL SERVICES	1961	770322	350	0917	\$20,148.00
BOE 01/08/14 A-10 (CUPCCAA)					
SCHOOL SPECIALTY, LLC	0710	764136A	030	0152	\$26,821.88
BOE 06/01/22 A-14 (PIGGYBACK)					
SCHOOL SPECIALTY, LLC	1895	769396	030	0717	\$32,920.39

BOE 06/01/22 A-14 (PIGGYBACK)					
SCHWAN'S FOOD SERVICE	1910	769153	130	5310	\$14,803.20
BID 21-06					
SEASIDE AUTO GROUP, LLC DBA SEASIDE CHRYSLER DODGE JEEP RAM VW CADILLAC BELOW BID LIMIT (PCC 20111)	0897	769527	030	0716	\$60,087.54
SECURITYSCORECARD, INC. BELOW BID LIMIT (PCC 20111)	0887	769136	030	0140	\$14,000.00
SEL LAUNCH PAD BELOW BID LIMIT (PCC 20111)	0810	NR000048025	030	0649	\$12,600.00
SHERIFF DEPARTMENT	0664	769310	030	0672	\$138,842.00
BOE 12/14/22 A-7					
SIMTABLE, LLC INSTRUCTIONAL MATERIALS (PCC 20118.3)	0710	769482	060	6387	\$44,082.20
STANDARD LIFE COMPANY	0880	769440	670	0841	\$388,178.00
BOE 12/07/22 A-44					
STATE ARCHITECT, DIVISION OF PUBLIC AUTHORITY (PCC 10103)	0415	769318	120	6128	\$10,718.00
STATE ARCHITECT, DIVISION OF PUBLIC AUTHORITY (PCC 10103)	1055	769545	350	0917	\$41,066.40
STATE ARCHITECT, DIVISION OF PUBLIC AUTHORITY (PCC 10103)	1055	769576	350	0913	\$15,756.41
STATE ARCHITECT, DIVISION OF PUBLIC AUTHORITY (PCC 10103)	1145	770345	350	0913	\$15,447.75
STATE ARCHITECT, DIVISION OF PUBLIC AUTHORITY (PCC 10103)	1505	769785	350	0917	\$19,845.00
STATE OF CALIFORNIA ADMIN. SVS.	0930	769335	030	0720	\$210,000.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
SYSCO OF CENTRAL CALIFORNIA	1910	761486	130	5310	\$1,000,000.00
BOE 06/01/22 A-14 (PIGGYBACK)					
SYSCO OF CENTRAL CALIFORNIA	1910	766876	130	5310	\$20,000.00
BOE 06/01/22 A-14 (PIGGYBACK)					
SYSTAT CRITICAL SYSTEMS BELOW BID LIMIT (PCC 20111)	1950	769312	350	0917	\$46,642.88
SYSTAT CRITICAL SYSTEMS BELOW BID LIMIT (PCC 20111)	1958	769311	350	0917	\$46,642.88
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP RFQ 20-13	1010	769829	060	3213	\$52,251.00
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP RFQ 20-13	1055	769827	060	3213	\$27,501.00
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP RFQ 20-13	1160	769826	060	3213	\$72,501.00
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP RFQ 20-13	1170	769490	060	3213	\$31,501.00
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP RFQ 20-13	1200	769825	060	3213	\$90,001.00
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP	1235	769438	060	3213	\$19,751.00



RFQ 20-13					
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP	1265	769488	060	3213	\$27,501.00
RFQ 20-13					
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP	1417	769439	060	3213	\$27,501.00
RFQ 20-13					
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP	1445	769828	060	3213	\$19,751.00
RFQ 20-13					
TEMPLE-ANDERSON-MOORE ARCHITECTS, LLP	1505	770346	140	6205	\$183,551.00
RFQ 20-13					
TEOCALLI CULTURAL ACADEMY	0385	770107	030	7099	\$11,600.00
BELOW BID LIMIT (PCC 20111)					
TETER ARCHITECTS, LLP	0920	769973	060	3213	\$236,848.00
RFQ 20-13					
TETER ARCHITECTS, LLP	1920	769528	350	0917	\$12,500.00
RFQ 20-14 SECTION 2					
THE CENTER FOR BLACK EDUCATOR DEVELOPMENT	0852	NR000048024	030	0679	\$19,125.00
BOE 01/11/23 A-5					
THE FOUNDATION FCOE, INC.	0765	770009	120	6128	\$115,428.75
BOE 01/11/23 A-6					
TIM R. TRULL ELECTRIC, INC.	1105	769747	350	0917	\$24,665.00
BOE 01/08/14 A-10 (CUPCCAA)					
TIM R. TRULL ELECTRIC, INC.	1220	769306	350	0917	\$20,204.00
BOE 01/08/14 A-10 (CUPCCAA)					
TIM R. TRULL ELECTRIC, INC.	1250	769307	350	0917	\$14,596.00
BOE 01/08/14 A-10 (CUPCCAA)					
TIM R. TRULL ELECTRIC, INC.	1961	769739	350	0917	\$18,520.00
BOE 01/08/14 A-10 (CUPCCAA)					
TROXELL COMMUNICATIONS	0710	769971	060	6387	\$17,811.31
BOE 06/01/22 A-14 (PIGGYBACK)					
TYSON FOODS, INC.	1910	769154	130	5310	\$10,179.20
BID 21-06					
UNBOUNDED LEARNING, INC.	0710	770168	030	0152	\$89,760.00
BELOW BID LIMIT(PCC-20111)					
UNIGLOBE TRAVEL	1619	U30100075485	060	3010	\$10,005.27
BOE 06/01/22 A-14 (PIGGYBACK)					
VIKING ENTERPRISES	1445	756986	350	0917	\$16,216.77
BID NO. 22-30					
WASHINGTON CONSTRUCTION	1895	770028	060	3213	\$16,630.00
BOE 01/08/14 A-10 (CUPCCAA)					
WESTED	0701	769265	060	5827	\$60,750.00
WESTED	0701	769265	060	5828	\$74,250.00
BOE 06/15/22 B-44 (BUNDLED CONTRACTS)					
WILLIAM MOORE	1060	769900	350	0917	\$15,000.00
BELOW BID LIMIT (PCC 20111)					
WILLIAM MOORE	1208	769899	350	0917	\$15,000.00
BELOW BID LIMIT (PCC 20111)					

WILLIAM MOORE	1455	769902	350	0917	\$15,000.00
BELOW BID LIMIT (PCC 20111)					

**THE FOLLOWING PURCHASE ORDERS ARE UNDER \$10,000**

**PURCHASE ORDERS DATED  
JANUARY 1, 2023 TO JANUARY 31, 2023  
RATIFICATION DATE APRIL 12, 2023**

<b>VENDOR/AUTHORITY</b>	<b>DEPT</b>	<b>PO NUMBER</b>	<b>FUND</b>	<b>UNIT</b>	<b>AMOUNT</b>
5 STAR STUDENTS	0170	770056	030	7099	\$2,400.00
A & A CRANE SERVICE	1910	770277	130	5310	\$770.00
A & A CRANE SERVICE	1910	770279	130	5310	\$770.00
A LIST SIGNS AND BANNERS, LLC	0860	769315	030	0694	\$725.95
A&A TEXTILES	1400	769541	030	7394	\$5,000.00
A&E INDUSTRIAL CLEANING EQUIP.	0925	764855	030	7230	\$2,000.00
AACTE/AMER. ASSOC.COLLEGES FOR TEACHER EDUC.	0701	769283	060	3213	\$1,458.00
AACTE/AMER. ASSOC.COLLEGES FOR TEACHER EDUC.	0701	769283	060	5827	\$1,458.00
AACTE/AMER. ASSOC.COLLEGES FOR TEACHER EDUC.	0701	769283	060	5828	\$1,458.00
AACTE/AMER. ASSOC.COLLEGES FOR TEACHER EDUC.	0701	769283	060	6266	\$1,458.00
AACTE/AMER. ASSOC.COLLEGES FOR TEACHER EDUC.	0701	769291	060	6266	\$729.00
ABDO PUBLISHING COMPANY	1220	769957	060	3010	\$3,291.08
ACCURATE LABEL DESIGNS, INC.	0105	769163	030	7090	\$319.00
ACCUTRAIN CORPORATION	0795	769571	060	3182	\$625.00
ACE TROPHY SHOP	0315	769674	030	0110	\$500.00
ACE TROPHY SHOP	0320	769857	030	7090	\$952.40
ACE TROPHY SHOP	0465	769479	030	7090	\$2,000.00
ADLAI E. STEVENSON HS DISTRICT 125	1421	770313	060	3010	\$200.00
AEROZONE FRESNO, INC.	0725	769953	030	0173	\$507.50
AFRICAN AMERICAN MUSEUM	0860	770160	030	0694	\$1,500.00
ALAN MOK ENGINEERING	0925	769504	030	0188	\$3,100.00
ALCATRAZ CRUISES, LLC	0710	770044	060	6387	\$1,557.00
ALERT-O-LITE, INC.	0170	768816	030	7090	\$2.09
ALERT-O-LITE, INC.	1110	750383A	350	0917	\$3,680.76
ALERT-O-LITE, INC.	1891	767623	030	0716	\$27.08
ALL AMERICAN SPORTS USA	0150	769601	030	0113	\$306.03
ALL AMERICAN SPORTS USA	0215	770042	030	7090	\$246.03
ALL AMERICAN SPORTS USA	0215	770165	030	7090	\$1,491.06
ALL AMERICAN SPORTS USA	0370	769494	030	0172	\$2,577.05
ALL AMERICAN SPORTS USA	0435	769366	030	0171	\$1,891.95
ALL AMERICAN SPORTS USA	0470	769433	080	8210	\$845.14
ALLARD'S, INC.	0335	769670	030	0625	\$1,000.00
ALLARD'S, INC.	0395	769767	030	7090	\$500.00
ALLARD'S, INC.	0727	759955	030	0169	\$2,000.00
ALLARD'S, INC.	1060	763628	030	7394	\$200.00
ALLARD'S, INC.	1060	770138	030	7394	\$100.00
ALLEGIANCE AUTO MACHINE	0710	770108	060	6387	\$148.02
ALLEGIANCE AUTO MACHINE	0710	770109	060	6387	\$1,693.52
ALLIED STORAGE CONTAINERS, INC.	0765	769969	120	6128	\$650.10
A-MARK T-SHIRT, INC.	0095	769368	030	7090	\$762.78

A-MARK T-SHIRT, INC.	0100	769048	060	2600	\$3,500.00
A-MARK T-SHIRT, INC.	0135	769683	030	0171	\$519.54
A-MARK T-SHIRT, INC.	0320	769853	080	8210	\$2,594.68
A-MARK T-SHIRT, INC.	0415	769432	030	7090	\$3,413.03
A-MARK T-SHIRT, INC.	0440	769742	030	0115	\$1,420.47
A-MARK T-SHIRT, INC.	0460	769741	080	8210	\$195.03
A-MARK T-SHIRT, INC.	0710	769978	060	6387	\$3,973.19
A-MARK T-SHIRT, INC.	0725	769415	030	0172	\$338.05
A-MARK T-SHIRT, INC.	0852	770288	030	0315	\$314.22
A-MARK T-SHIRT, INC.	0885	769610	030	0143	\$5,143.37
A-MARK T-SHIRT, INC.	0888	769480	030	0143	\$767.12
AMAZON CAPITAL SERVICES	0010	770359	030	7090	\$1,000.00
AMAZON CAPITAL SERVICES	0030	770101	030	0115	\$800.00
AMAZON CAPITAL SERVICES	0055	770100	030	7090	\$200.00
AMAZON CAPITAL SERVICES	0100	770207	030	0115	\$2,000.00
AMAZON CAPITAL SERVICES	0125	770210	030	0124	\$3,000.00
AMAZON CAPITAL SERVICES	0130	770356	030	0123	\$1,000.00
AMAZON CAPITAL SERVICES	0145	770213	030	0172	\$5,000.00
AMAZON CAPITAL SERVICES	0235	770212	030	0181	\$2,000.00
AMAZON CAPITAL SERVICES	0237	770211	030	0133	\$300.00
AMAZON CAPITAL SERVICES	0240	770098	030	0128	\$1,000.00
AMAZON CAPITAL SERVICES	0335	769778	030	0172	\$1,066.25
AMAZON CAPITAL SERVICES	0335	770358	030	0125	\$200.00
AMAZON CAPITAL SERVICES	0415	770206	030	0115	\$1,400.00
AMAZON CAPITAL SERVICES	0417	770099	030	0115	\$200.00
AMAZON CAPITAL SERVICES	0455	770204	030	0115	\$200.00
AMAZON CAPITAL SERVICES	0619	770102	030	0138	\$1,000.00
AMAZON CAPITAL SERVICES	0701	769509	060	3213	\$331.56
AMAZON CAPITAL SERVICES	0701	769638	060	3213	\$488.44
AMAZON CAPITAL SERVICES	0701	770330	060	5827	\$68.24
AMAZON CAPITAL SERVICES	0710	770218	030	0152	\$343.69
AMAZON CAPITAL SERVICES	0755	769580	030	0176	\$42.82
AMAZON CAPITAL SERVICES	0758	769617	030	7091	\$93.17
AMAZON CAPITAL SERVICES	0785	769613	060	6500	\$94.30
AMAZON CAPITAL SERVICES	0785	769968	060	6500	\$206.92
AMAZON CAPITAL SERVICES	0787	769241	060	6500	\$100.73
AMAZON CAPITAL SERVICES	0790	769882	060	2600	\$54.17
AMAZON CAPITAL SERVICES	0810	769360	030	0141	\$158.13
AMAZON CAPITAL SERVICES	0810	769384	030	0649	\$1,393.66
AMAZON CAPITAL SERVICES	0810	769513	030	0141	\$61.62
AMAZON CAPITAL SERVICES	0810	770216	030	0642	\$402.91
AMAZON CAPITAL SERVICES	0811	770287	030	0130	\$1,882.82
AMAZON CAPITAL SERVICES	0812	770214	030	0141	\$64.46
AMAZON CAPITAL SERVICES	0895	769788	030	0716	\$1,000.00
AMAZON CAPITAL SERVICES	1748	770170	060	6300	\$394.01
AMERICAN BACKFLOW PREVENTION ASSOCIATION	0919	769158	060	8150	\$495.00
AMERICAN MUSIC	0100	769197	030	0171	\$150.00

AMERICAN MUSIC	0225 769422	030 7090	\$8,885.18
AMERICAN MUSIC	0727 760072	030 0168	\$2,000.00
AMP YOUR GOOD, INC.	0732 769859	030 0658	\$2,256.17
AMPERSAND ICE CREAM, LLC	0567 769172	030 7090	\$2,000.00
AMPERSAND ICE CREAM, LLC	0575 769217	030 0115	\$1,000.00
ANCORA PUBLISHING	0617 769625	030 0675	\$1,903.28
ANDYMARK, INC.	0710 769395	060 6388	\$916.17
APPLEBY IMAGING, INC.	0880 769289	670 0841	\$1,572.50
ARBINGER INSTITUTE, LLC	0655 769446	030 0675	\$3,375.00
ARCHER AND HOUND AD	0852 769378	030 0315	\$688.85
ARCHER AND HOUND AD	0852 769483	030 0315	\$500.00
ARTISAN MARKETING GROUP	0125 769430	030 7090	\$6,985.89
ARTISAN MARKETING GROUP	0230 769605	030 7090	\$9,984.64
ARTWORKZ, EMBROIDERY & SCREEN PRINTING	0235 770123	030 0123	\$300.00
ASIAN SUPERMARKET	0035 758535	030 7090	\$7,000.00
ASIAN SUPERMARKET	0567 769159	060 2600	\$2,000.00
ASIAN SUPERMARKET	0758 758685	030 0117	\$2,500.00
AT&T MOBILITY	0655 AT000048073	030 0675	\$600.00
AT&T MOBILITY	0705 770020	110 6391	\$61.94
AT&T MOBILITY	0790 769321	060 2600	\$8,051.09
AT&T MOBILITY	0790 769323	060 2600	\$9,850.88
AT&T MOBILITY	0855 769715	030 0670	\$61.94
AT&T MOBILITY	0888 758419	030 0140	\$5,000.00
ATHLETIC DESIGNS	0727 770323	030 0168	\$620.70
ATKINSON, ANDELSON, LOYA, RUUD & ROMO	0700 769476	030 0606	\$3,336.58
AUDEAMUS	0170 769510	030 7090	\$525.76
AUDEAMUS	0450 770235	030 7090	\$525.76
AUDEAMUS	0575 769886	030 7099	\$1,457.27
AUDEAMUS	0700 770244	030 0606	\$525.76
AUDEAMUS	0710 770366	030 0152	\$525.76
AUDEAMUS	0758 769133	030 7091	\$1,943.03
AUDEAMUS	1505 769280	350 0916	\$1,943.03
AUDEAMUS	1910 769243	130 5310	\$971.52
B & H PHOTO-VIDEO, INC.	0060 769722	030 7090	\$9,146.79
B & H PHOTO-VIDEO, INC.	0100 769304	030 7140	\$987.51
B & H PHOTO-VIDEO, INC.	0100 769305	030 7140	\$1,469.14
B & H PHOTO-VIDEO, INC.	0125 769727	030 0124	\$203.61
B & H PHOTO-VIDEO, INC.	0241 769745	030 0172	\$24.52
B & H PHOTO-VIDEO, INC.	0421 769448	030 7090	\$589.80
B & H PHOTO-VIDEO, INC.	0705 769970	110 6390	\$1,071.61
B & H PHOTO-VIDEO, INC.	0710 769237	060 6387	\$92.83
B & H PHOTO-VIDEO, INC.	0710 769238	060 6387	\$204.09
B & H PHOTO-VIDEO, INC.	0710 769240	060 6387	\$1,113.73
B & H PHOTO-VIDEO, INC.	0710 769746	060 6387	\$263.29
B & H PHOTO-VIDEO, INC.	0710 769918	060 6387	\$3,519.46
B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0005 770072	030 7090	\$200.00

B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0005	770073	030	7090	\$200.00
B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0310	769703	030	7090	\$500.00
B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0320	769497	080	8210	\$150.00
B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0575	769218	030	0115	\$1,000.00
B & R MARKET, LLC DBA GROCERY OUTLET OF NW FRESNO	0575	769705	030	7090	\$1,000.00
BAKEMARK	1910	770152	130	5310	\$4,546.00
BALLOONS ARE EVERYWHERE, INC.	0055	760722	030	0171	\$500.00
BALLOONS ARE EVERYWHERE, INC.	0055	764055	030	0125	\$1,000.00
BAND SHOPPE	1400	769464	030	7394	\$225.99
BARNES & NOBLE, INC.	0045	769274	060	2600	\$450.00
BARNES & NOBLE, INC.	0055	759630	030	0625	\$1,900.00
BARNES & NOBLE, INC.	0060	770171	030	7090	\$303.00
BARNES & NOBLE, INC.	0145	770054	060	3010	\$1,500.00
BARNES & NOBLE, INC.	0160	770257	030	7090	\$100.00
BARNES & NOBLE, INC.	0170	769632	030	7091	\$819.13
BARNES & NOBLE, INC.	0421	769630	030	7090	\$624.10
BARNES & NOBLE, INC.	0475	763197	030	0625	\$1,000.00
BARNES & NOBLE, INC.	0617	758993	060	3010	\$625.00
BARNES & NOBLE, INC.	0700	769679	060	3213	\$2,500.00
BARNES & NOBLE, INC.	0701	769341	060	3213	\$1,430.22
BARNES & NOBLE, INC.	0755	769629	060	3213	\$1,211.35
BARNES & NOBLE, INC.	1430	769842	060	3010	\$484.27
BARNES & NOBLE, INC.	1748	759784	060	6300	\$4,074.00
BEACON WEB SERVICES, LLC DBA ALLTEAM SPORTSWEAR	0145	770161	030	0172	\$5,127.12
BECK, SCOTT	0725	769880	030	0170	\$64.96
BELMONT NURSERY	0417	761539	030	7099	\$42.00
BELMONT NURSERY	0417	769592	030	0115	\$100.00
BERTZ-ROSA	0702	769272	060	9075	\$7,500.00
BIG 5 SPORTING GOODS	0335	769865	030	7090	\$2,000.00
BIG 5 SPORTING GOODS CORP.	0230	769454	030	7090	\$750.00
BLAIR, CHURCH & FLYNN	1561	769342	350	0917	\$6,420.00
BLAIR, CHURCH & FLYNN	1950	599946	350	0917	\$1,000.00
BLAUER TACTICAL SYSTEMS, INC.	0030	769477	030	7099	\$2,000.00
BLICK ART MATERIALS	0100	769329	030	7140	\$227.56
BLICK ART MATERIALS	0235	769326	030	0125	\$772.28
BOARD OF TRUSTEES OF THE LELAND	0701	769262	060	3010	\$5,000.00
BOBBY SALAZARS	0421	770365	030	7090	\$700.00
BOBBY SALAZAR'S/BLACKSTONE, DBA A & M BROS, LLC	0120	764726	030	7090	\$700.00
BOBBY SALAZAR'S/BLACKSTONE, DBA A & M BROS, LLC	0395	769597	030	7090	\$500.00
BOSCO FUNDRAISING, LLC	0460	770223	080	8210	\$2,955.00
BSK & ASSOCIATES	1921	755439	350	0917	\$1,745.42



BSK & ASSOCIATES	1921	755442	350	0917	\$1,209.23
BSN SPORTS, LLC	0100	769247	030	7140	\$400.88
BSN SPORTS, LLC	0125	770172	030	0124	\$184.56
BSN SPORTS, LLC	0125	770176	030	0124	\$230.70
BSN SPORTS, LLC	0365	769577	030	0172	\$591.74
BSN SPORTS, LLC	0450	770227	030	7090	\$3,532.56
BSN SPORTS, LLC	0700	763253	060	3213	\$215.36
C&L FRESNO 1, LLC DBA CORNER BAKERY CAFE	0755	770080	030	0176	\$2,000.00
CADA CENTRAL	0100	769224	030	0171	\$300.00
CADA CENTRAL	0185	770090	030	7099	\$435.00
CADA CENTRAL	0335	769453	030	7090	\$1,605.00
CADA CENTRAL	0445	769945	030	0173	\$460.00
CALIF. ACADEMY OF SCIENCES	0725	769249	030	0173	\$1,493.75
CALIF. ACADEMY OF SCIENCES	0725	769348	030	0173	\$836.50
CALIF. ACADEMY OF SCIENCES	0725	769361	030	0173	\$1,481.80
CALIF. ACADEMY OF SCIENCES	0725	769943	030	0173	\$1,039.65
CALIF. CONTINUATION EDUC. ASSOC.	0125	769734	030	0124	\$550.00
CALIF. FUTURE BUSINES LEADERS OF AMERICA	0710	770369	030	0152	\$490.00
CALIF. ASSOCIATION FOR THE GIFTED	0700	770261	030	0144	\$1,470.00
CALPERS LONG TERM CARE PROG.	0890	769740	030	0708	\$4,674.00
CALVERT CATERING, DBA APPLE SPICE	0150	769496	030	0113	\$1,949.00
CALVERT CATERING, DBA APPLE SPICE	0230	769939	030	0124	\$626.91
CALVERT CATERING, DBA APPLE SPICE	0430	765145	030	0110	\$1,000.00
CAMPUS POINTE CINEMAS OPERATING CO., LLC	0550	769685	030	0643	\$792.00
CAPTUREIT! IMPRINTING	0020	768867	060	2600	\$3,623.50
CAPTUREIT! IMPRINTING	0575	769634	030	7099	\$1,002.23
CAPTUREIT! IMPRINTING	0700	765269	030	0606	\$1,500.00
CAPTUREIT! IMPRINTING	0791	769267	060	2600	\$7,356.91
CARNEGIE FOUNDATION FOR THE	0795	769570	060	3182	\$995.00
CARNEGIE FOUNDATION FOR THE	0795	769641	060	3182	\$995.00
CAROLINA BIOLOGICAL SUPPLY CO.	0145	769383	030	7140	\$717.80
CAROLINA BIOLOGICAL SUPPLY CO.	0145	769628	030	7090	\$289.54
CASCWA SAN JOAQUIN SECTION	0102	769645	030	7099	\$450.00
CATE/CALIF. ASSOC. TEACHERS OF ENGLISH	0395	769569	030	7090	\$1,900.00
CATERING BY CHEF PEARSON	0755	770021	030	0176	\$1,000.00
CAVENDISH SQUARE PUBLISHING	0423	769695	030	0625	\$1,081.20
CCAA	0335	769655	030	0172	\$1,590.00
CCAA	0335	769904	030	0172	\$2,171.50
CCAA	0335	770135	030	0172	\$1,767.00
CDW GOVERNMENT, INC.	0145	769960	060	3010	\$8,468.80
CDW GOVERNMENT, INC.	0170	770159	030	0624	\$325.38
CDW GOVERNMENT, INC.	0175	769915	030	7090	\$79.64
CDW GOVERNMENT, INC.	0220	769765	030	7099	\$801.29
CDW GOVERNMENT, INC.	0225	769975	030	7090	\$450.20
CDW GOVERNMENT, INC.	0235	769633	030	7090	\$357.55
CDW GOVERNMENT, INC.	0235	769635	030	7090	\$259.88
CDW GOVERNMENT, INC.	0330	769687	030	7090	\$1,590.20

CDW GOVERNMENT, INC.	0335 769934	030 7099	\$2,452.87
CDW GOVERNMENT, INC.	0415 769682	030 0115	\$151.00
CDW GOVERNMENT, INC.	0415 769908	030 7090	\$423.22
CDW GOVERNMENT, INC.	0450 770129	030 7090	\$1,213.00
CDW GOVERNMENT, INC.	0475 769195	030 7090	\$1,137.68
CDW GOVERNMENT, INC.	0567 769235	030 7099	\$1,980.85
CDW GOVERNMENT, INC.	0575 769393	030 7099	\$3,187.24
CDW GOVERNMENT, INC.	0575 769626	030 7099	\$451.82
CDW GOVERNMENT, INC.	0601 769226	060 3010	\$156.87
CDW GOVERNMENT, INC.	0701 769912	060 3213	\$266.18
CDW GOVERNMENT, INC.	0710 770196	060 6387	\$203.65
CDW GOVERNMENT, INC.	0710 770297	030 0152	\$1,050.50
CDW GOVERNMENT, INC.	0732 770217	030 0658	\$399.27
CDW GOVERNMENT, INC.	0755 769673	030 0176	\$5,116.29
CDW GOVERNMENT, INC.	0785 769758	060 3305	\$263.86
CDW GOVERNMENT, INC.	0796 769199	060 3213	\$36.96
CDW GOVERNMENT, INC.	0810 770137	030 0649	\$324.78
CDW GOVERNMENT, INC.	0855 769666	030 0670	\$213.45
CDW GOVERNMENT, INC.	0880 769421	680 0851	\$266.18
CDW GOVERNMENT, INC.	0886 770215	030 0140	\$294.71
CDW GOVERNMENT, INC.	0890 769386	030 0708	\$783.48
CDW GOVERNMENT, INC.	0890 769910	030 0708	\$714.28
CDW GOVERNMENT, INC.	0915 769359	030 0712	\$869.50
CDW GOVERNMENT, INC.	0919 769222	060 8150	\$762.24
CDW GOVERNMENT, INC.	1505 769285	350 0916	\$7,669.18
CDW GOVERNMENT, INC.	1895 769463	030 0716	\$2,925.45
CDW GOVERNMENT, INC.	1910 769229	130 5310	\$6,055.76
CELLULAR ACCESSORIES FOR LESS	0785 769878	060 3305	\$5,121.65
CELLULAR ACCESSORIES FOR LESS	0785 769878	060 3308	\$1,216.40
CELLULAR ACCESSORIES FOR LESS	0785 769878	060 6515	\$64.03
CENTRAL SANITARY SUPPLY CO., INC.	1130 769231	350 0912	\$130.67
CENTRAL SANITARY SUPPLY CO., INC.	1891 767931	030 0716	\$227.54
CENTRAL SANITARY SUPPLY CO., INC.	1910 769419	130 5310	\$7,702.06
CENTRAL SANITARY SUPPLY CO., INC.	1910 769420	130 5310	\$8,624.66
CENTRAL SANITARY SUPPLY CO., INC.	1910 769852	130 5310	\$7,118.60
CENTRAL SANITARY SUPPLY CO., INC.	1910 770185	130 5310	\$721.61
CENTRAL SANITARY SUPPLY CO., INC.	1910 770187	130 5310	\$325.05
CENTRAL SANITARY SUPPLY CO., INC.	1910 770188	130 5310	\$1,697.03
CENTRAL VALLEY BLINDS	0755 769656	030 0176	\$4,000.00
CENTRAL VALLEY SPORTS STITCH & INK	0421 769376	030 7090	\$1,680.00
CENTRAL VALLEY SPORTS STITCH & INK	0530 769861	030 7090	\$1,159.35
CHILDREN'S PLUS, INC.	0200 769620	030 0624	\$1,039.89
CHILDREN'S PLUS, INC.	0380 769554	060 3010	\$3,090.95
CHOCOLATE WISHES AND TREATS	0150 769711	030 0113	\$885.00
CHOCOLATE WISHES AND TREATS	0567 770363	030 7090	\$2,000.00
CHOCOLATE WISHES AND TREATS	0655 765881	030 0675	\$1,100.00
CHSSA	0335 769890	030 7090	\$100.00

CKEPUSA, LLC	1910	769127	130	5310	\$1,196.84
CKEPUSA, LLC	1910	769140	130	5310	\$9,968.20
CKEPUSA, LLC	1910	769142	130	5310	\$1,663.97
CKEPUSA, LLC	1910	769152	130	5310	\$6,904.06
CKEPUSA, LLC	1910	769801	130	5310	\$2,862.61
CKEPUSA, LLC	1910	770276	130	5310	\$6,165.12
CLAY MIX	0235	769444	030	0125	\$300.00
CLINTON BUSINESS AND CONFERENCE CENTER, LLC	1758	769409	060	3010	\$700.00
CLOVIS VETERANS MEMORIAL DISTRICT	0765	767450	060	9021	\$3,525.00
CMEA CENTRAL SECTION	0335	769892	030	7090	\$225.00
CMEA CENTRAL SECTION	0335	769895	030	7090	\$225.00
CMEA/CALIF. MUSIC EDUCATORS ASSOC.	0727	770367	030	0168	\$5,140.00
COACH OF THE YEAR CLINIC, INC.	0415	769452	030	7090	\$255.00
COALITION FOR ADEQUATE SCHOOL HOUSING	0919	769793	060	8150	\$1,152.00
COLE ELECTRIC, LLC	0070	770103	030	7090	\$1,625.00
COMMITTEE FOR CHILDREN	0765	769559	120	9076	\$1,989.31
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	769168	120	9076	\$8,451.11
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	769176	120	9076	\$9,641.88
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	769187	120	9076	\$8,555.14
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	769192	120	9076	\$625.33
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	769193	120	9076	\$446.68
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	769194	120	9076	\$373.10
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0765	770219	120	9076	\$6,637.17
COMMUNITY PRODUCTS LLC-RIFTON EQUIPMENT	0788	770205	060	6500	\$3,555.23
COMPASS GROUP USA, INC. DBA CHARTWELLS HIGHER EDUCATION	0706	769914	060	7412	\$476.23
COMPASS GROUP USA, INC. DBA CHARTWELLS HIGHER EDUCATION	0706	770001	060	7412	\$694.81
CONSORTIUM FOR SCHOOL NETWORKING	0886	769962	030	0140	\$625.00
CORE BUSINESS INTERIORS, INC.	0852	769486	030	0315	\$5,981.35
CORWIN PRESS	0702	769898	060	3010	\$1,340.99
COUNCIL OF THE GREAT CITY	0930	769736	030	0720	\$300.00
CSADA/CA STATE ATHLETIC DIRECTOR ASSOC.	0395	769407	030	7090	\$200.00
CSLA/CA.SCHOOL LIBRARY ASSOC.	0700	769723	060	3010	\$2,960.00
CULTER-OROSI JOINT UNIFIED SCHOOL DISTRICT	0335	769535	030	0172	\$450.00
CURRICULUM ASSOCIATES, INC.	0550	769203	030	7091	\$3,468.00
D M BUSINESS MACHINES	0897	769653	030	0716	\$454.72
DAIKIN APPLIED AMERICAS, INC.	1145	769131	350	0913	\$897.00
DARRELL WAYNE BLANKS	0701	770291	060	4035	\$500.00
DATA RECOGNITION COMPANY	0758	769719	030	7091	\$7,468.74
DAVID SOTO JR.	0725	770007	030	0171	\$1,350.00
DAVIS MORENO CONSTRUCTION, INC.	1565	757255	350	0917	\$1,446.06
DAYLIGHT FOODS, INC.	1910	763673	130	5310	\$5,000.00
DEAN INDUSTRIAL, DBA DEAN INDUSTRIAL ENTERPRISES, INC.	0925	764856	030	7230	\$1,000.00
DECKER EQUIPMENT	0165	769640	030	0110	\$225.28
DELANEY EDUCATIONAL ENTERPRISE	1460	769854	060	3010	\$3,806.60
DELANEY EDUCATIONAL ENTERPRISE	1470	769649	060	3010	\$1,792.25

DELI DELICIOUS	0710	769913	060	6387	\$250.00
DELI DELICIOUS	0725	770335	030	0171	\$1,500.00
DELI DELICIOUS	0886	769495	030	0140	\$2,000.00
DEMCO, INC.	0098	769704	030	0625	\$3,499.42
DEMCO, INC.	0098	769855	030	7090	\$2,334.92
DEMCO, INC.	0105	770005	030	0625	\$290.16
DEMCO, INC.	0130	769455	030	0625	\$1,489.37
DEMCO, INC.	0165	769637	080	8210	\$725.04
DEMCO, INC.	0235	769698	030	0625	\$139.01
DEMCO, INC.	0265	769864	030	0625	\$4,320.75
DEMCO, INC.	0423	769519	030	0625	\$1,893.34
DEMCO, INC.	0530	770147	030	0624	\$560.97
DEMCO, INC.	1435	769983	060	3010	\$278.32
DENNIS CANTRELL, DBA GORILLA GURT	0435	764648	080	8210	\$400.00
DI CICCOS/BLACKSTONE	0435	769398	030	7090	\$800.00
DI CICCOS/KINGS CANYON	0150	770184	030	0113	\$1,137.68
DICICCO'S	0310	770347	030	0110	\$1,000.00
DICICCOS ITALIAN RESTAURANT	0370	770016	030	7090	\$1,953.00
DICICCO'S ITALIAN RESTAURANT	0702	770183	060	9075	\$3,000.00
DJ MALCOLM ENTERTAINMENT	0127	770004	030	0172	\$700.00
DL SIGN SYSTEMS	0725	760693	030	0172	\$5,000.00
DL SIGN SYSTEMS	0850	769184	030	0674	\$1,202.69
DMEC MEMBERSHIP	0880	769529	670	0841	\$769.00
DONALD KEITH CAPPELLUTI	0145	769608	060	722A	\$767.58
DOUGGY FRESH PIZZA	0005	758687	030	0171	\$1,000.00
DUMONT PRINTING, INC.	0575	769606	030	7091	\$2,150.98
DUMONT PRINTING, INC.	0575	769607	030	7091	\$2,060.15
DUTCH BROS COFFEE FRESNO	0235	770082	030	7090	\$1,000.00
DUTCH BROS COFFEE FRESNO	0700	770061	030	0144	\$500.00
EAST FRESNO KIWANIS	0860	770162	030	0694	\$2,500.00
EDGEWOOD PRESS, INC.	0070	769518	030	7091	\$1,494.95
EDITMENTOR	0710	769821	060	6387	\$5,100.00
EDUCATION ELEMENTS, INC.	0435	769478	030	7090	\$9,000.00
EKC ENTERPRISES, INC.	0335	770179	030	7099	\$476.66
ELITE EVENT VENUES, LLC	0710	769799	030	0152	\$4,500.00
ELITE EVENT VENUES, LLC	0812	770233	030	0137	\$3,755.00
ELSMORE SPORTS, INC.	0145	770252	030	0172	\$577.12
ELSMORE SPORTS, INC.	0235	769728	030	0172	\$507.08
ENABLING DEVICES, INC.	0785	769213	060	6500	\$474.19
ENTOURAGE IMAGING, INC.	0175	770121	080	8210	\$1,078.08
ENVIRO CLEAN	0241	770282	030	0734	\$626.37
ENVIRO CLEAN	1130	769506	350	0912	\$626.37
ENVIRO CLEAN	1130	769548	350	0912	\$5,901.35
ENVIRO CLEAN	1891	769659	030	0716	\$4,303.66
EPES SOFTWARE	0123	769287	030	0147	\$154.00
EPIC SPORTS	0335	769870	030	0172	\$813.03
ESPECIAL NEEDS, LLC	0765	769400	120	6128	\$1,296.95

EWELL EDUCATIONAL SERVICES, INC.	0710	770052	060	6387	\$65.00
EXECUTIVE CATERING	0130	758499	030	7090	\$6,000.00
EXPO PARTY RENTAL & SALES	0725	770013	030	0171	\$2,428.30
EXPO PARTY RENTAL & SALES	0888	770015	030	0143	\$1,278.11
FAN IN A BOX, LLC	0020	769599	080	8210	\$1,154.06
FAN IN A BOX, LLC	0150	769600	030	0113	\$2,058.65
FAN IN A BOX, LLC	0150	770134	030	0113	\$2,128.36
FAN IN A BOX, LLC	0170	769603	060	2600	\$2,699.99
FAN IN A BOX, LLC	0710	769427	060	6387	\$368.39
FENCE FACTORY RENTALS	0055	769901	030	0181	\$6,060.00
FIRST STRING SPORTS	0055	759994	030	0172	\$5,000.00
FIRST STRING SPORTS	0055	769731	030	0172	\$1,635.00
FIRST STRING SPORTS	0055	770248	030	0172	\$942.65
FIRST STRING SPORTS	0090	769531	030	0172	\$2,000.00
FIRST STRING SPORTS	0105	769132	030	0172	\$1,156.16
FIRST STRING SPORTS	0123	769532	030	0643	\$500.00
FIRST STRING SPORTS	0125	769811	030	0124	\$1,073.50
FIRST STRING SPORTS	0130	769651	030	7090	\$1,473.47
FIRST STRING SPORTS	0185	769512	030	0172	\$1,035.51
FIRST STRING SPORTS	0185	770230	030	0172	\$2,625.63
FIRST STRING SPORTS	0210	769573	030	0172	\$8,000.00
FIRST STRING SPORTS	0235	769549	030	0172	\$630.88
FIRST STRING SPORTS	0235	769551	030	0172	\$1,500.00
FIRST STRING SPORTS	0235	769602	030	0172	\$88.80
FIRST STRING SPORTS	0235	769815	030	0172	\$1,273.46
FIRST STRING SPORTS	0335	769862	030	0172	\$5,000.00
FIRST STRING SPORTS	0421	769784	030	0172	\$920.00
FIRST STRING SPORTS	0450	762777	030	0172	\$634.90
FIRST STRING SPORTS	0465	769225	030	0110	\$603.83
FIRST STRING SPORTS	0465	769227	030	0172	\$3,915.00
FIRST STRING SPORTS	0465	769228	030	0172	\$2,084.91
FIRST STRING SPORTS	0550	769579	030	0110	\$7,300.00
FIRST STRING SPORTS	0725	769780	030	0173	\$500.00
FITNESS FINDERS, INC.	0530	770095	030	7090	\$198.55
FLAGHOUSE	0100	769251	030	7140	\$326.42
FLINN SCIENTIFIC, INC.	0700	769327	060	3213	\$2,130.29
FLINN SCIENTIFIC, INC.	1748	769322	060	6300	\$3,717.87
FOCUS PACKAGING & SUPPLY CO.	1910	769838	130	5310	\$4,300.00
FOLEY, STEVEN JAMES	1095	695297	350	0913	\$5,000.00
FOLEY, STEVEN JAMES	1421	747426	350	0917	\$2,200.00
FOLEY, STEVEN JAMES	1950	756998	350	0917	\$8,000.00
FOLLETT HIGHER EDUCATION GROUP, INC.	0710	769776	060	6387	\$1,762.77
FOLLETT HIGHER EDUCATION GROUP, INC.	0710	770202	060	6387	\$4,900.00
FOLLETT SCHOOL SOLUTIONS, INC.	0070	770315	030	7099	\$5,681.01
FOLLETT SCHOOL SOLUTIONS, INC.	1250	769720	060	3010	\$3,279.81
FOLLETT SCHOOL SOLUTIONS, INC.	1370	770077	060	3010	\$562.22
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	769467	060	3213	\$3,010.00

FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	769468	060	3213	\$3,290.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	769469	060	3213	\$3,210.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	769470	060	3213	\$3,110.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	769471	060	3213	\$2,790.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	769472	060	3213	\$3,210.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	769474	060	3213	\$3,210.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	0920	769475	060	3213	\$3,210.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1130	701063	350	0912	\$1,400.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1195	769507	060	3213	\$1,380.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1920	769357	060	8150	\$330.00
FORK LIFT SPECIALTIES, INC.	0897	770110	030	0716	\$1,557.92
FOUNDATION FOR FRESNO UNIFIED SCHOOLS	0860	769362	030	0173	\$6,800.00
FOUNDATION FOR FRESNO UNIFIED SCHOOLS	0860	769363	030	0152	\$5,000.00
FOWLER HIGH SCHOOL	0185	769458	030	0172	\$450.00
FRESNO BEKINS	0765	769907	060	9021	\$1,320.00
FRESNO BEKINS	1010	770117	060	3213	\$1,760.00
FRESNO BEKINS	1170	770115	060	3213	\$1,760.00
FRESNO BEKINS	1195	770114	060	3213	\$660.00
FRESNO CHAFFEE ZOO CORPORATION	0355	770037	030	0113	\$705.00
FRESNO CHAFFEE ZOO CORPORATION	0785	769961	060	9018	\$4,800.00
FRESNO CITY COLLEGE	0335	769894	030	7090	\$375.00
FRESNO CO. SUPERINTENDENT OF SCHOOLS	0230	770175	030	7090	\$1,000.00
FRESNO CO. SUPERINTENDENT OF SCHOOLS	0241	769749	030	7090	\$375.00
FRESNO CO. SUPERINTENDENT OF SCHOOLS	0417	769732	030	0171	\$75.00
FRESNO COUNTY SUPERINTENDENT OF SCHOOLS	0755	769567	030	0176	\$1,250.00
FRESNO EQUIPMENT COMPANY	0235	767711	030	0181	\$1,206.07
FRESNO METROPOLITAN MINISTRY	0860	769993	030	0694	\$1,000.00
FRESNO OXYGEN	0710	769526	060	6388	\$3,000.00
FUTURE BUSINESS LEADERS OF AMERICA	0335	770105	060	6385	\$900.00
G W SCHOOL SUPPLY	0005	769764	060	6500	\$200.00
G W SCHOOL SUPPLY	0005	769769	030	7090	\$200.00
G W SCHOOL SUPPLY	0005	770122	030	0113	\$603.00
G W SCHOOL SUPPLY	0020	769392	030	0110	\$300.00
G W SCHOOL SUPPLY	0020	769614	030	0110	\$350.00
G W SCHOOL SUPPLY	0035	769619	030	7090	\$300.00
G W SCHOOL SUPPLY	0135	769445	030	7090	\$200.00
G W SCHOOL SUPPLY	0160	770231	030	7090	\$100.00
G W SCHOOL SUPPLY	0160	770236	030	7090	\$100.00
G W SCHOOL SUPPLY	0160	770238	030	7090	\$100.00
G W SCHOOL SUPPLY	0160	770239	030	7090	\$100.00
G W SCHOOL SUPPLY	0160	770241	030	7090	\$100.00
G W SCHOOL SUPPLY	0160	770242	030	7090	\$100.00
G W SCHOOL SUPPLY	0160	770243	030	7090	\$100.00
G W SCHOOL SUPPLY	0160	770245	030	7090	\$100.00
G W SCHOOL SUPPLY	0160	770246	030	7090	\$100.00
G W SCHOOL SUPPLY	0160	770247	030	7090	\$100.00
G W SCHOOL SUPPLY	0160	770249	030	7090	\$100.00



G W SCHOOL SUPPLY	0160	770251	030	7090	\$100.00
G W SCHOOL SUPPLY	0160	770253	030	7090	\$100.00
G W SCHOOL SUPPLY	0160	770254	030	7090	\$100.00
G W SCHOOL SUPPLY	0160	770255	030	7090	\$100.00
G W SCHOOL SUPPLY	0160	770258	030	7090	\$100.00
G W SCHOOL SUPPLY	0175	769929	030	0113	\$300.00
G W SCHOOL SUPPLY	0175	769930	030	0110	\$200.00
G W SCHOOL SUPPLY	0175	769933	030	0113	\$708.00
G W SCHOOL SUPPLY	0175	769935	030	0113	\$406.00
G W SCHOOL SUPPLY	0175	769938	030	0113	\$400.00
G W SCHOOL SUPPLY	0175	770055	060	3010	\$250.00
G W SCHOOL SUPPLY	0175	770131	060	6010	\$2,000.00
G W SCHOOL SUPPLY	0210	769336	030	0110	\$100.00
G W SCHOOL SUPPLY	0210	769543	030	7090	\$100.00
G W SCHOOL SUPPLY	0220	769771	030	7099	\$200.00
G W SCHOOL SUPPLY	0225	769616	060	6500	\$320.00
G W SCHOOL SUPPLY	0265	769618	030	7090	\$450.00
G W SCHOOL SUPPLY	0270	769988	030	0113	\$527.16
G W SCHOOL SUPPLY	0270	769989	030	0113	\$1,285.93
G W SCHOOL SUPPLY	0270	769990	030	0113	\$290.11
G W SCHOOL SUPPLY	0270	769991	060	6500	\$200.00
G W SCHOOL SUPPLY	0270	770050	030	0113	\$720.83
G W SCHOOL SUPPLY	0285	769751	030	0110	\$200.00
G W SCHOOL SUPPLY	0285	769757	030	0110	\$200.00
G W SCHOOL SUPPLY	0285	769761	060	6500	\$400.00
G W SCHOOL SUPPLY	0285	769931	030	0110	\$200.00
G W SCHOOL SUPPLY	0320	769848	030	7090	\$500.00
G W SCHOOL SUPPLY	0320	769849	030	7090	\$300.00
G W SCHOOL SUPPLY	0355	769196	060	2600	\$600.00
G W SCHOOL SUPPLY	0417	769790	030	0625	\$500.00
G W SCHOOL SUPPLY	0460	770229	030	0172	\$1,500.00
G W SCHOOL SUPPLY	0465	764404	030	7090	\$1,500.00
G W SCHOOL SUPPLY	0553	769845	060	6500	\$200.00
G W SCHOOL SUPPLY	0553	769847	060	6500	\$200.00
G W SCHOOL SUPPLY	0567	769191	060	2600	\$2,000.00
G W SCHOOL SUPPLY	0755	770051	030	0176	\$1,000.00
G W SCHOOL SUPPLY	0765	769338	060	9021	\$300.00
G W SCHOOL SUPPLY	0790	770053	060	2600	\$500.00
G W SCHOOL SUPPLY	0790	770130	060	2600	\$500.00
G W SCHOOL SUPPLY	1060	763631	030	7394	\$200.00
G W SCHOOL SUPPLY	1060	770136	030	7394	\$100.00
G W SCHOOL SUPPLY	1060	770310	030	7394	\$100.00
G W SCHOOL SUPPLY	1325	769844	030	0192	\$224.00
G W SCHOOL SUPPLY	1325	770124	030	0192	\$500.00
G W SCHOOL SUPPLY	1365	765717	060	3010	\$200.00
G W SCHOOL SUPPLY	1500	769615	060	3010	\$339.00

GARY G. SCHUMAN, DBA FUNDRAISING CONSULTANT SERVICES	0460	769524	080	8210	\$7,890.60
GCB1, INC., DBA GC BUILDERS	1561	769646	350	0917	\$3,895.00
GEIL ENTERPRISES, INC.	1561	743034A	350	0917	\$6,000.00
GENERATION GENIUS, INC.	0295	769517	030	7099	\$1,295.00
GEYER INSTRUCTIONAL AIDS	0070	769514	030	7099	\$2,141.43
GIBBS INTERNATIONAL TRUCKS	0919	762746	060	8150	\$2,705.38
GLACIER REFRIGERATION & AIR, INC.	0730	596222A	030	0656	\$205.29
GLOBAL ALLIANCE OF COMMUNITY SCIENCE WORKSHOPS	0758	770226	030	0117	\$660.00
GOLD STAR FOODS, INC.	1910	760304	130	5310	\$503.36
GOLD STAR FOODS, INC.	1910	763350	130	5310	\$188.50
GOLD STAR FOODS, INC.	1910	766567	130	5310	\$1,806.00
GOLD STAR FOODS, INC.	1910	767541	130	5310	\$5,000.00
GOLD STAR FOODS, INC.	1910	769148	130	5310	\$9,024.96
GOLD STAR FOODS, INC.	1910	769835	130	5310	\$2,992.50
GOLD STAR FOODS, INC.	1910	769836	130	5310	\$6,998.00
GOLD STAR FOODS, INC.	1910	770038	130	5310	\$2,322.50
GOLD STAR FOODS, INC.	1910	770039	130	5310	\$2,076.00
GOLDEN VALLEY HIGH SCHOOL	0185	769563	030	0172	\$350.00
GOLDEN WEST HIGH SCHOOL	0421	769817	030	0172	\$120.00
GOLF CAR CENTRAL SERVICE	0105	769612	030	0115	\$500.00
GOPHER	0100	769246	030	7140	\$164.41
GOPHER	0790	770143	060	2600	\$1,584.69
GORDON INDUSTRIAL SUPPLY, INC.	1910	769530	130	5310	\$770.85
GOTTSCHALK MUSIC CENTER	0100	769324	030	7140	\$900.00
GOTTSCHALK MUSIC CENTER	0145	770295	030	0172	\$1,072.67
GOTTSCHALK MUSIC CENTER	0421	769955	030	7090	\$3,968.86
GOTTSCHALK MUSIC CENTER	0505	766135	030	7099	\$6.90
GOTTSCHALK MUSIC CENTER	0727	769515	030	0168	\$205.00
GRADUATE SERVICES, LTD	0055	763209	030	0172	\$200.00
GRADUATE SERVICES, LTD	0400	769694	030	7394	\$1,165.30
GRAINGER, INC.	0170	770120	030	7090	\$5,005.71
GRAINGER, INC.	0886	769598A	680	0851	\$1,082.28
GRAINGER, INC.	0919	770195	060	8150	\$5,421.03
GRAINGER, INC.	1910	769166	130	5310	\$468.07
GRAYBAR ELECTRIC, INC.	1145	770118	350	0912	\$2,179.46
GRAYBAR ELECTRIC, INC.	1561	770116	350	0913	\$4,771.27
GREEN LIGHT TOUR AND TRAVEL	0145	770312	030	0125	\$958.00
GREEN LIGHT TOUR AND TRAVEL	0423	769903	030	7090	\$4,768.00
HARCOURT OUTLINES, INC.	0210	769631	030	7090	\$267.67
HARDIN ENGINEERING GROUP	1185	769234	350	0917	\$3,750.00
HARO ENTERTAINMENT	0055	769298	070	0761	\$1,000.00
HARO ENTERTAINMENT	0055	770002	030	0125	\$650.00
HARO ENTERTAINMENT	0130	769997	070	0761	\$1,000.00
HARRISON BROS., INC.	0265	769623	030	0171	\$509.59
HARRISON PETERS	0702	769292	060	6266	\$4,491.00

HBC ENTERPRISES	1450	763829	350	0917	\$415.00
HCI-AUDIOMETRICS	0788	769540	060	6500	\$181.61
HCNYC	0758	769220	030	0117	\$8,500.00
HD SUPPLY FACILITIES MAINTENANCE, LTD	1891	766119	030	0716	\$2,245.02
HEINEMANN PROFESSIONAL	0140	769807	030	7090	\$1,087.29
HEINEMANN PROFESSIONAL	0150	770083	030	0113	\$8,208.06
HEINEMANN PROFESSIONAL	0150	770325	060	3010	\$8,208.06
HEINEMANN PROFESSIONAL	0565	770327	030	7099	\$8,321.02
HELADOS LA TAPATIA, INC.	0290	769658	080	8210	\$1,500.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0340	758522	030	7090	\$300.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0445	758132	030	7090	\$800.00
HEWITT'S RESTAURANT	0567	764380	030	7090	\$500.00
HEWITT'S RESTAURANT	0567	769160	030	7090	\$4,000.00
HEWITT'S RESTAURANT	0700	769447	030	0144	\$958.36
HEWITT'S RESTAURANT	0701	758443	030	0606	\$5,000.00
HEWITT'S RESTAURANT	0702	769713	060	9075	\$5,000.00
HEWITT'S RESTAURANT	0710	769714	060	6387	\$3,000.00
HEWITT'S RESTAURANT	0727	769493	030	0168	\$1,500.00
HEWITT'S RESTAURANT	0811	767058	030	0130	\$1,000.00
HEWITT'S RESTAURANT	1400	761504	030	7394	\$250.00
HL CORPORATION	0185	770155	030	0172	\$280.99
HMONG ABC	0567	769627	060	3010	\$316.69
HUNGRY BEAR, INC.	0145	770182	030	0125	\$700.00
HUNGRY HOWIE'S	0325	762502	080	8210	\$1,200.00
HUNGRY HOWIE'S	0335	763265	030	0171	\$2,000.00
ID WHOLESALER	0235	770153	030	0624	\$2,594.52
IMPERIAL ELECTRIC SERVICE	1335	766695	350	0917	\$1,936.89
IMPERIAL ELECTRIC SERVICE	1365	769774	350	0917	\$3,620.00
INCLUSIVE TLC, INC.	0552	770096	060	3010	\$660.00
INTERNATIONAL AGRI-CENTER	0710	770059	060	6387	\$1,650.00
INTERNATIONAL AGRI-CENTER	0710	770060	060	6387	\$420.00
INTERNATIONAL BACCALAUREATE	0185	770264	030	7090	\$744.00
IOTA PHI LAMBDA SORORITY-GAMMA ATA CHAPTER FWR	0860	770256	030	0694	\$500.00
ISAI VERDUZCO BARAJAS, DBA C&N PHOTOBOOTHS	0725	770033	030	0171	\$1,043.90
ISLAND IMPRINTS, INC.	0710	769691	060	6387	\$3,830.22
IT'S MY PARTY	0710	769416	030	0152	\$172.50
IWCF	0880	769364	690	0861	\$1,000.00
IXL LEARNING, INC.	0070	769851	030	7090	\$1,530.00
IXL LEARNING, INC.	0100	770260	030	7140	\$396.00
J & R REGISTRATIONS	0145	770259	060	6385	\$1,820.00
J & R REGISTRATIONS	0395	769451	060	722D	\$2,765.00
J & R REGISTRATIONS	0421	769356	060	722E	\$1,820.00
J & R REGISTRATIONS	0710	769410	030	0152	\$2,730.00
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0575	770025	030	0115	\$975.15
J AND I TWINS SUPER MARKET EL PARIAN, LLC	0925	769408	030	7230	\$2,681.67
J W PEPPER & SONS, INC.	0145	770132	030	7140	\$1,000.00

J W PEPPER & SONS, INC.	0145	770133	030	7140	\$800.00
J W PEPPER & SONS, INC.	0170	769636	030	7099	\$439.90
JIGSAW LEARNING, LLC DBA TEACHTOWN	0553	768568A	030	0625	\$4,063.75
JIGSAW LEARNING, LLC DBA TEACHTOWN	0553	768570A	030	0625	\$4,016.50
JIGSAW LEARNING, LLC DBA TEACHTOWN	0553	768576A	030	0625	\$1,004.40
JIGSAW LEARNING, LLC DBA TEACHTOWN	0553	768624A	060	3182	\$4,073.41
JIGSAW LEARNING, LLC DBA TEACHTOWN	0553	768997A	060	3182	\$1,335.09
JOINT SOUND & COMM INDUSTRY TRAINING FUND	0710	763581	030	6350	\$3,395.62
JONES SCHOOL SUPPLY CO.	0175	769351	030	7090	\$630.23
JONES SCHOOL SUPPLY CO.	0265	769863	030	7090	\$3,607.37
JOSTENS, INC.	0385	770019	080	8210	\$1,395.50
JOURNEY ED. ACADEMIC STORE	0170	769639	030	7099	\$3,750.00
JUNIOR LIBRARY GUILD	0100	770263	030	0625	\$1,030.24
KAPLAN EARLY LEARNING	0765	769185	120	9076	\$172.63
KELLY PAPER COMPANY	0170	769516	030	0171	\$600.00
KERN HIGH SCHOOL DISTRICT	0335	769897	060	6385	\$650.00
KHANG, LEE	0781	769562	060	9017	\$150.00
KIKKU JAPANESE	0421	770329	030	7090	\$1,000.00
KIKKU JAPANESE	0617	758748	030	0500	\$2,043.00
KINGSBURG HIGH SCHOOL	0185	770139	030	0172	\$500.00
KONA ICE OF CLOVIS, LLC	0550	769167	060	2600	\$1,000.00
KONA ICE OF CLOVIS, LLC	0550	769171	030	7090	\$1,000.00
LA IMPERIAL TAQUERIA	0125	769716	030	7090	\$2,112.83
LA IMPERIAL TAQUERIA	0230	769436	030	0124	\$2,807.35
LA IMPERIAL TAQUERIA	0230	770024	030	7090	\$1,052.76
LAKESHORE LEARNING MATERIALS	0150	770145	030	0110	\$534.35
LAKESHORE LEARNING MATERIALS	0150	770145	030	7090	\$992.37
LAKESHORE LEARNING MATERIALS	0215	769391	030	0113	\$1,415.40
LAKESHORE LEARNING MATERIALS	0215	769555	030	0113	\$1,397.27
LAKESHORE LEARNING MATERIALS	0215	769812	030	0113	\$1,318.64
LAKESHORE LEARNING MATERIALS	0270	770074	030	0113	\$297.07
LAKESHORE LEARNING MATERIALS	0285	769783	030	7090	\$810.72
LAKESHORE LEARNING MATERIALS	0290	769858	030	0113	\$1,166.69
LAKESHORE LEARNING MATERIALS	0315	770148	030	7099	\$2,081.28
LAKESHORE LEARNING MATERIALS	0475	769190	030	7090	\$1,588.13
LAKESHORE LEARNING MATERIALS	0530	770151	030	0172	\$1,218.11
LAKESHORE LEARNING MATERIALS	0567	770000	030	0192	\$312.08
LAKESHORE LEARNING MATERIALS	0715	769161	120	9076	\$1,179.41
LAKESHORE LEARNING MATERIALS	0715	769856	120	9076	\$7,422.25
LAKESHORE LEARNING MATERIALS	0765	769162	120	9076	\$9,936.65
LAKESHORE LEARNING MATERIALS	0765	769169	120	9076	\$335.08
LAKESHORE LEARNING MATERIALS	0765	769170	120	9076	\$7,215.98
LAKESHORE LEARNING MATERIALS	0765	769174	120	9076	\$894.23
LAKESHORE LEARNING MATERIALS	0765	769177	120	9076	\$399.20
LAKESHORE LEARNING MATERIALS	0765	769178	120	9076	\$9,131.62
LAKESHORE LEARNING MATERIALS	0765	769180	120	9076	\$1,164.47
LAKESHORE LEARNING MATERIALS	0765	769182	120	9076	\$736.17

LAKESHORE LEARNING MATERIALS	0765	769183	120	9076	\$3,357.05
LAKESHORE LEARNING MATERIALS	0765	769186	120	9076	\$2,750.82
LAKESHORE LEARNING MATERIALS	0785	769779	060	6500	\$164.94
LAKESHORE LEARNING MATERIALS	0785	770043	060	6500	\$192.73
LAKESHORE LEARNING MATERIALS	0785	770046	060	6500	\$160.88
LAKESHORE LEARNING MATERIALS	0785	770164	030	0188	\$3,174.17
LAKESHORE LEARNING MATERIALS	0785	770166	060	6500	\$189.34
LAND O'LAKES, INC.	1910	769756	130	5310	\$3,609.60
LARRY A. LIVERMORE	0505	763202	030	0172	\$121.13
LAZ KARP ASSOCIATES, LLC	0725	758621	030	0173	\$1,000.00
LEARNING FORWARD	0700	769473	030	0606	\$477.00
LEARNING FORWARD	0700	769473	060	3010	\$477.00
LEARNING FORWARD	0700	769949	030	0606	\$98.68
LEARNING FORWARD	0700	770091	060	3213	\$523.58
LEON ENVIRONMENTAL SERVICES	1010	769782	060	3213	\$1,200.00
LEON ENVIRONMENTAL SERVICES	1170	769550	060	3213	\$1,400.00
LEONARDO NICHOLS	0235	764039	030	7090	\$700.00
LEONARDO NICHOLS	0235	770203	030	0125	\$1,438.00
LIBOTA MBONDA	0380	769538	080	8210	\$600.00
LIBOTA MBONDA	0423	769484	070	0761	\$450.00
LIBRARY STORE, THE	1195	769245	030	0624	\$4,499.68
LIBRARY STORE, THE	1195	769245	060	3010	\$3,759.65
LIFELONG LEARNER ENTERPRISES II, LLC DBA PSI SERVICES, LLC	0674	769522	110	6390	\$5,000.00
LILY'S CAFE	0701	758299	030	0606	\$5,000.00
LILY'S CAFE	0725	763734	030	0173	\$1,000.00
LIMON, MARICELA	0790	769242	060	2600	\$99.68
LINKA CORPORATION	0210	769173	030	7090	\$700.00
LITHIA FORD	0755	768946	030	0176	\$500.00
LITTLE GREEN LIGHT, LLC	0850	770232	030	0681	\$475.20
LIVE AGAIN FRESNO	0860	769994	030	0694	\$5,000.00
LIVINGWORKS	0228	770307	030	0644	\$203.16
LOS BANOS HIGH SCHOOL	0235	769508	030	0172	\$225.00
LOWE'S	0095	769643	030	0734	\$450.00
LOWE'S	0145	770119	060	4124	\$700.00
LOWE'S	0170	769647	060	2600	\$2,000.00
LOWE'S	0215	769959	030	7099	\$1,500.00
LOWE'S	0235	769443	030	0181	\$400.00
LOWE'S	0265	769650	030	7090	\$2,500.00
LOWE'S	0320	770283	080	8210	\$350.00
LOWE'S	0415	769648	030	7090	\$1,500.00
LOWE'S	0455	769652	030	7090	\$500.00
LOWE'S	0710	770086	060	6388	\$3,095.79
LOWE'S	0710	770271	060	6387	\$2,246.18
LOWE'S	0710	770275	060	6387	\$1,230.22
LOWE'S	0795	769660	030	0705	\$486.49
LRP PUBLICATIONS CONFERENCE	0710	769282	030	0152	\$1,500.00

LY, ELIANE	0055	770157	030	0125	\$199.52
M & M SCREEN PRINTING	0355	769677	030	0113	\$1,064.00
MAD ILLUSTRATORS	0145	760701	030	0172	\$3,000.00
MAD ILLUSTRATORS	0710	769981	060	6387	\$5,664.54
MAD ILLUSTRATORS	0755	764994	030	0176	\$5,850.00
MAD ILLUSTRATORS	0755	769424	030	0176	\$7,000.00
MAGNATAG VISIBLE SYSTEMS	0145	770224	030	0125	\$1,089.96
MAMA MIA PIZZERIA	0755	770023	030	0176	\$2,500.00
MARBLESOFT, LLC	0785	769866	060	3305	\$1,861.02
MARBLESOFT, LLC	0785	769866	060	3308	\$442.00
MARBLESOFT, LLC	0785	769866	060	6515	\$125.81
MARIPOSA MUSEUM & HISTORY CENTER	0725	770191	030	0173	\$990.00
MARIPOSA MUSEUM & HISTORY CENTER	0725	770192	030	0173	\$840.00
MARIPOSA MUSEUM & HISTORY CENTER	0725	770193	030	0173	\$700.00
MARIPOSA MUSEUM & HISTORY CENTER	0725	770194	030	0173	\$900.00
MARIPOSA MUSEUM & HISTORY CENTER	0725	770199	030	0173	\$1,000.00
MARIPOSA MUSEUM & HISTORY CENTER	0725	770200	030	0173	\$1,000.00
MARISCOS COLIMA	0265	763091	030	7090	\$5,000.00
MARISCOS COLIMA	0340	770017	030	0110	\$1,200.00
MC GRAW-HILL EDUCATION, INC.	0020	759250A	030	7090	\$680.74
MC GRAW-HILL EDUCATION, INC.	0020	759250A	060	3010	\$298.20
MC GRAW-HILL EDUCATION, INC.	0710	769414	060	6387	\$3,809.56
MC GRAW-HILL EDUCATION, INC.	1748	769604	060	6300	\$4,382.32
MCKESSON MEDICAL-SURGICAL	0710	770158	060	6387	\$4,866.55
MCKESSON MEDICAL-SURGICAL	1891	769319	030	0716	\$554.48
MEAT MARKET, INC., THE	0335	759360	030	7090	\$6,550.00
MEDIC FIRST AID INTERNATIONAL	0725	769328	030	0172	\$16.26
MEDIC FIRST AID INTERNATIONAL	0725	769680	030	0172	\$6,321.54
MEDITERRANEAN GRILL	0241	769175	030	7090	\$3,000.00
MEDITERRANEAN GRILL	0395	769657	030	7090	\$200.00
MEDITERRANEAN GRILL	0725	769712	030	0173	\$1,000.00
MEDITERRANEAN GRILL	0755	770078	030	0176	\$1,000.00
MEDITERRANEAN GRILL	0785	769350	060	6500	\$1,000.00
ME-N-ED'S, INC.	0015	760654	030	0172	\$1,000.00
ME-N-ED'S, INC.	0130	769250	060	2600	\$2,496.00
ME-N-ED'S, INC.	0170	769591	060	2600	\$300.00
ME-N-ED'S, INC.	0200	758214	030	0172	\$1,000.00
ME-N-ED'S, INC.	0230	760653	030	0124	\$1,000.00
ME-N-ED'S, INC.	0230	762611	030	0124	\$100.00
ME-N-ED'S, INC.	0235	758233	030	0172	\$350.00
ME-N-ED'S, INC.	0235	761008	030	0172	\$600.00
ME-N-ED'S, INC.	0285	769721	030	7090	\$600.00
ME-N-ED'S, INC.	0305	770351	030	0643	\$250.00
ME-N-ED'S, INC.	0310	759704	030	7090	\$1,000.00
ME-N-ED'S, INC.	0320	760580	030	0172	\$50.00
ME-N-ED'S, INC.	0355	770364	030	7090	\$100.00
ME-N-ED'S, INC.	0380	769762	080	8210	\$1,000.00



ME-N-ED'S, INC.	0395	769387	060	2600	\$2,392.00
ME-N-ED'S, INC.	0395	769589	060	722D	\$1,500.00
ME-N-ED'S, INC.	0395	769590	030	7090	\$250.00
ME-N-ED'S, INC.	0410	770331	030	0643	\$300.00
ME-N-ED'S, INC.	0415	758577	030	7090	\$1,000.00
ME-N-ED'S, INC.	0415	769155	060	2600	\$200.00
ME-N-ED'S, INC.	0421	769487	030	7090	\$2,900.00
ME-N-ED'S, INC.	0422	769198	060	2600	\$4,992.00
ME-N-ED'S, INC.	0455	758327	030	0115	\$1,000.00
ME-N-ED'S, INC.	0465	764375	030	7090	\$2,000.00
ME-N-ED'S, INC.	0575	758152	030	7090	\$2,000.00
ME-N-ED'S, INC.	0700	769435	030	0144	\$325.00
ME-N-ED'S, INC.	0710	766037	030	0152	\$1,500.00
ME-N-ED'S, INC.	0725	769588	030	0171	\$1,000.00
ME-N-ED'S, INC.	0755	770022	030	0176	\$2,000.00
ME-N-ED'S, INC.	0755	770348	030	0176	\$250.00
ME-N-ED'S, INC.	0785	769963	060	6547	\$500.00
ME-N-ED'S, INC.	0790	769255	060	2600	\$100.00
ME-N-ED'S, INC.	1920	769205	030	0734	\$500.00
MERIT CALIBRATION, INC.	0730	770071	030	0656	\$390.00
METEOR EDUCATION, LLC	0919	770049	060	8150	\$3,336.55
METEOR EDUCATION, LLC	1070	770250	060	3213	\$2,973.83
METEOR EDUCATION, LLC	1787	770068	350	0917	\$3,000.00
METEOR EDUCATION, LLC	1920	769920	030	0734	\$4,535.29
METHOD MEDIA, INC.	0710	769792	030	0152	\$6,800.00
MICHAEL BRANDON FIDALGO	0055	770209	070	0761	\$1,000.00
MICHAEL J. SULLIVAN, DBA BORN TO SHINE	0725	NR000048007	030	0171	\$7,000.00
MICHAEL'S STORES	0315	769681	030	7090	\$5,000.00
MICHAEL'S STORES	0315	769810	030	7090	\$1,577.58
MICHAEL'S STORES	0385	770308	030	7090	\$2,000.00
MIDSTATE AUTOMOTIVE EQUIPMENT CO.	0919	770031	060	8150	\$2,205.80
MINUTEMAN PRESS	0395	758394	030	7090	\$930.00
MINUTEMAN PRESS	0395	769374	030	0125	\$1,358.28
MOBILE MINI, INC.	1145	703311B	350	0913	\$3,500.00
MOBILE MINI, INC.	1250	697206B	350	0916	\$883.92
MOBILE MINI, INC.	1950	769485	350	0917	\$2,162.83
MONARCH SCREEN PRINTING	0421	769789	030	0172	\$620.00
MORRO BAY HIGH SCHOOL	0235	769556	030	0172	\$450.00
MOUA, MAI ZOUA	0880	769382	670	0841	\$55.75
MOUSER ELECTRONICS	0710	769343	060	6388	\$8,192.15
MUSEUM OF SCIENCE AND INDUSTRY	0710	769461	060	6387	\$300.00
NASCO EDUCATION, LLC	0145	770173	030	7140	\$1,703.98
NATIONAL ASSOC. OF STATE DIRECTORS	1758	769725	060	3010	\$420.00
NATIONAL ATHLETIC TRAINER'S ASSOCIATION, INC.	0235	769813	030	0172	\$265.00
NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS	0701	770289	060	3213	\$5,655.00
NATIONAL CATHOLIC EDUCATIONAL ASSOCIATION	0412	769976	060	4035	\$235.00

NATIONAL EQUITY PROJECT	0850	769564	030	0681	\$800.00
NATIONAL INSTITUTE FOR AUTO SERVICE EXCELLENCE	0710	770146	060	6387	\$87.00
NATIONAL UNIVERSITY	0701	770293	060	5828	\$6,764.00
NATIVE AMERICAN FATHERHOOD AND FAMILIES ASSOCIATION	0758	769941	030	0178	\$1,800.00
NETSYNC NETWORK SOLUTIONS, INC.	0886	749568A	060	3213	\$7,790.56
NICK'S CUSTOM GOLF CARS	0415	769621	030	7090	\$5,108.07
NICK'S CUSTOM GOLF CARS	0415	769621	060	2600	\$3,265.83
NIELSEN, MERKSAMER, PARRINELLO, GROSS & LEONI	1855	769314	030	0690	\$5,000.00
NO SURRENDER FRESNO, LLC	0785	769770	060	9018	\$3,600.00
NOTORIOUS GRAFIX	0145	769909	030	0125	\$1,906.96
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0230	770075	030	0124	\$500.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0260	770340	030	7091	\$500.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0417	769706	030	7090	\$100.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0421	769707	030	7090	\$200.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0450	769996	030	7090	\$600.00
NSMOORE, INC. DBA GROCERY OUTLET OF SE FRESNO	0710	769911	060	6387	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049368	030	0113	\$1,298.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049369	030	0113	\$1,298.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049370	030	0113	\$1,298.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049371	030	0113	\$1,298.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049390	030	0113	\$1,298.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049391	030	0113	\$1,298.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049392	030	0113	\$1,298.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049393	030	0113	\$603.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049394	030	0113	\$1,298.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049430	030	0113	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0005	OD000049434	030	7091	\$8,000.00
ODP BUSINESS SOLUTIONS, LLC	0010	OD000048049	030	7090	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0015	OD000049428	060	3010	\$2,219.69
ODP BUSINESS SOLUTIONS, LLC	0020	OD000049333	030	0110	\$345.32
ODP BUSINESS SOLUTIONS, LLC	0020	OD000049334	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0045	OD000049426	030	0110	\$591.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000048415	030	0625	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000049372	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000049373	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000049374	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000049375	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000049376	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000049377	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000049378	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000049379	060	6500	\$200.00

ODP BUSINESS SOLUTIONS, LLC	0055	OD000049443	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0055	OD000049444	030	0125	\$170.00
ODP BUSINESS SOLUTIONS, LLC	0060	OD000049349	030	0110	\$337.14
ODP BUSINESS SOLUTIONS, LLC	0098	OD000049365	030	7090	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0100	OD000049325	030	7140	\$1,455.99
ODP BUSINESS SOLUTIONS, LLC	0123	OD000049342	030	7090	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0130	OD000049329	030	7140	\$1,785.00
ODP BUSINESS SOLUTIONS, LLC	0140	OD000049364	030	0111	\$390.05
ODP BUSINESS SOLUTIONS, LLC	0140	OD000049380	060	6500	\$93.77
ODP BUSINESS SOLUTIONS, LLC	0145	OD000049362	030	7090	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000049422	030	7090	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0145	OD000049423	030	7090	\$253.90
ODP BUSINESS SOLUTIONS, LLC	0145	OD000049449	030	7140	\$805.55
ODP BUSINESS SOLUTIONS, LLC	0150	OD000049432	030	0643	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0170	OD000049367	030	0115	\$8,000.00
ODP BUSINESS SOLUTIONS, LLC	0170	OD000049436	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000048750	030	7090	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000049351	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000049352	030	7090	\$600.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000049397	030	0643	\$250.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000049399	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000049400	030	0113	\$1,116.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000049401	030	0113	\$708.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000049402	030	0113	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000049403	030	0113	\$1,016.00
ODP BUSINESS SOLUTIONS, LLC	0175	OD000049441	030	7099	\$255.04
ODP BUSINESS SOLUTIONS, LLC	0185	OD000049337	030	0125	\$1,100.00
ODP BUSINESS SOLUTIONS, LLC	0208	OD000049366	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000048081	030	0110	\$1,500.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000049335	030	0113	\$1,416.00
ODP BUSINESS SOLUTIONS, LLC	0215	OD000049350	030	0113	\$1,416.00
ODP BUSINESS SOLUTIONS, LLC	0225	OD000049383	060	6500	\$400.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD000048532	030	0125	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0235	OD000049386	030	0125	\$141.00
ODP BUSINESS SOLUTIONS, LLC	0241	OD000049345	030	0172	\$649.02
ODP BUSINESS SOLUTIONS, LLC	0250	OD000048267	030	7090	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0260	OD000049353	060	3010	\$4,000.00
ODP BUSINESS SOLUTIONS, LLC	0265	OD000049425	030	7090	\$150.00
ODP BUSINESS SOLUTIONS, LLC	0285	OD000048276	030	7090	\$4,000.00
ODP BUSINESS SOLUTIONS, LLC	0290	OD000049387	030	0110	\$363.01
ODP BUSINESS SOLUTIONS, LLC	0290	OD000049387	030	0113	\$1,326.99
ODP BUSINESS SOLUTIONS, LLC	0290	OD000049388	030	0110	\$271.99
ODP BUSINESS SOLUTIONS, LLC	0290	OD000049388	030	0113	\$1,327.01
ODP BUSINESS SOLUTIONS, LLC	0295	OD000048731	030	7090	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0315	OD000049438	030	7099	\$3,250.39
ODP BUSINESS SOLUTIONS, LLC	0335	OD000048510	030	7090	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000049339	030	0125	\$400.00

ODP BUSINESS SOLUTIONS, LLC	0335	OD000049340	030	0125	\$1,200.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000049340	030	7091	\$800.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000049363	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000049363	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000049404	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000049404	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000049405	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000049405	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000049406	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000049406	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000049407	030	0125	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0335	OD000049407	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0340	OD000048290	030	7090	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0355	OD000049341	030	7090	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049356	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049357	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049358	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049359	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049360	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049408	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049409	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049410	030	0110	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049411	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049412	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049413	030	0110	\$221.50
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049414	030	0110	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049415	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049416	030	0110	\$54.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049417	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049418	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049419	030	0110	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049420	030	0110	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049421	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049435	030	0110	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049440	030	7090	\$1,643.99
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049447	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0365	OD000049448	030	0110	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0370	OD000049427	030	0643	\$835.18
ODP BUSINESS SOLUTIONS, LLC	0395	OD000049343	030	7090	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0395	OD000049344	030	0125	\$350.00
ODP BUSINESS SOLUTIONS, LLC	0415	OD000049355	030	7091	\$561.24
ODP BUSINESS SOLUTIONS, LLC	0417	OD000049395	030	0625	\$1,384.73
ODP BUSINESS SOLUTIONS, LLC	0417	OD000049424	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0422	OD000048448	060	3010	\$4,000.00
ODP BUSINESS SOLUTIONS, LLC	0423	OD000049347	060	6500	\$43.80
ODP BUSINESS SOLUTIONS, LLC	0423	OD000049348	060	6500	\$83.96
ODP BUSINESS SOLUTIONS, LLC	0429	OD000049429	060	3010	\$26.46

ODP BUSINESS SOLUTIONS, LLC	0430	OD000048075	030	7090	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0440	OD000048053	030	0115	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0440	OD000048491	030	7091	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0450	OD000048376	030	7090	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	0455	OD000048187	030	0115	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0460	OD000049442	030	7090	\$300.00
ODP BUSINESS SOLUTIONS, LLC	0475	OD000048622	030	0625	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0475	OD000049320	030	7090	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0480	OD000049396	030	7090	\$1,578.33
ODP BUSINESS SOLUTIONS, LLC	0485	OD000049336	030	0192	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0490	OD000048289	030	7090	\$3,000.00
ODP BUSINESS SOLUTIONS, LLC	0530	OD000048447	030	0110	\$2,500.00
ODP BUSINESS SOLUTIONS, LLC	0535	OD000049328	060	6010	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0552	OD000049323	030	7090	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0553	OD000049385	060	6500	\$200.00
ODP BUSINESS SOLUTIONS, LLC	0553	OD000049389	060	9017	\$917.00
ODP BUSINESS SOLUTIONS, LLC	0565	OD000049384	060	6500	\$100.00
ODP BUSINESS SOLUTIONS, LLC	0565	OD000049439	030	7090	\$295.76
ODP BUSINESS SOLUTIONS, LLC	0617	OD000048241	060	3010	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0700	OD000048344	030	0606	\$650.00
ODP BUSINESS SOLUTIONS, LLC	0700	OD000049431	030	0144	\$1,475.00
ODP BUSINESS SOLUTIONS, LLC	0701	OD000049324	060	3213	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0710	OD000049445	030	0152	\$831.03
ODP BUSINESS SOLUTIONS, LLC	0732	OD000048860	030	0658	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0755	OD000049330	030	0176	\$200.64
ODP BUSINESS SOLUTIONS, LLC	0755	OD000049346	030	0176	\$129.14
ODP BUSINESS SOLUTIONS, LLC	0755	OD000049446	060	3213	\$500.00
ODP BUSINESS SOLUTIONS, LLC	0758	OD000049321	030	7091	\$379.21
ODP BUSINESS SOLUTIONS, LLC	0765	OD000048207	030	0192	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0770	OD000049437	060	6500	\$50.17
ODP BUSINESS SOLUTIONS, LLC	0787	OD000049327	060	6500	\$404.61
ODP BUSINESS SOLUTIONS, LLC	0810	OD000048138	030	0649	\$4,000.00
ODP BUSINESS SOLUTIONS, LLC	0852	OD000048033	030	0315	\$5,000.00
ODP BUSINESS SOLUTIONS, LLC	0880	OD000049381	690	0861	\$104.79
ODP BUSINESS SOLUTIONS, LLC	0886	OD000048420	030	0140	\$1,000.00
ODP BUSINESS SOLUTIONS, LLC	0919	OD000048051	060	8150	\$2,000.00
ODP BUSINESS SOLUTIONS, LLC	1130	OD000049382	030	0192	\$426.61
ODP BUSINESS SOLUTIONS, LLC	1165	OD000049361	060	3010	\$12.98
ODP BUSINESS SOLUTIONS, LLC	1175	OD000049433	060	3010	\$250.00
ODP BUSINESS SOLUTIONS, LLC	1325	OD000048733	060	3010	\$78.46
ODP BUSINESS SOLUTIONS, LLC	1796	OD000049322	060	3010	\$194.94
ODP BUSINESS SOLUTIONS, LLC	1891	OD000048885	030	0716	\$431.15
ODP BUSINESS SOLUTIONS, LLC	1891	OD000049338	030	0716	\$2,007.18
ODP BUSINESS SOLUTIONS, LLC	1910	OD000049332	130	5310	\$1,473.29
OLD MISSION SAN JUAN BAUTISTA	0725	769257	030	0173	\$150.00
OLD MISSION SAN JUAN BAUTISTA	0725	769258	030	0173	\$225.00
OLD MISSION SAN JUAN BAUTISTA	0725	769259	030	0173	\$225.00

OLD MISSION SAN JUAN BAUTISTA	0725	769295	030	0173	\$150.00
OLD MISSION SAN JUAN BAUTISTA	0725	769296	030	0173	\$225.00
ORGANIZATIONAL SERVICES, INC.	0710	769808	030	0152	\$650.00
OVERDRIVE, INC.	0241	770126	030	0625	\$1,772.00
P & R PAPER SUPPLY CO.	1910	769379	610	5310	\$4,480.27
P & R PAPER SUPPLY CO.	1910	769380	610	5310	\$3,234.25
PABLO REYNA, DBA OHANA WHIP WAGON	0150	769710	030	0113	\$944.00
PACIFIC SIERRA CONSULTING	1920	769977	030	0734	\$3,300.00
PACIFICA PIZZA/OLIVE	0045	758546	030	7090	\$2,000.00
PACIFICA PIZZA/OLIVE	0340	762667	030	0172	\$500.00
PACIFICA PIZZA/OLIVE	0475	770336	030	0171	\$500.00
PANERA BREAD COMPANY	0320	769346	030	0171	\$307.00
PARC	1561	765731	350	0917	\$7,994.00
PARDINI'S CATERING	0617	765895	030	0500	\$3,125.00
PARDINI'S CATERING	0755	769437	030	0176	\$9,185.37
PARDINI'S CATERING	0755	770076	030	0176	\$1,000.00
PARMA	0880	769805	690	0861	\$420.00
PARTY WORKS, INC./CLOVIS	0465	769611	030	0110	\$1,000.00
PARTY WORKS/BLACKSTONE	0285	769942	030	7090	\$700.00
PARTY WORKS/W. SHAW	0530	770304	030	7090	\$500.00
PARTY WORKS/W. SHAW	0701	758565	030	0193	\$2,000.00
PARTY WORKS/W. SHAW	0725	769544	030	0171	\$1,000.00
PAUL PEARSON, DBA CHEF PAUL'S CAFE	0755	770333	030	0176	\$6,830.00
PEACOCK'S MARCHING WORLD	1400	769465	030	7394	\$1,421.22
PEARSON ASSESSMENTS	0785	769214	060	3305	\$3,073.45
PEARSON ASSESSMENTS	0785	769794	060	6500	\$66.00
PEARSON ASSESSMENTS	1785	770085	030	0189	\$3,244.23
PEGBBOARD	0105	769138	030	0171	\$295.90
PEGBBOARD	0105	769164	030	7090	\$4,347.55
PEGBBOARD	0105	769165	030	7099	\$570.16
PEGBBOARD	0105	769568	030	0171	\$496.55
PEGBBOARD	0105	770045	030	7090	\$223.99
PEPA'S MEXICAN RESTAURANT	0045	769491	030	7090	\$648.80
PERFORMANCE HEALTH HOLDINGS, INC.	0785	770294	060	6500	\$1,088.91
PERMA BOUND	0125	769690	030	0124	\$476.85
PERMA BOUND	0335	769952	030	0625	\$1,118.23
PERMA BOUND	0380	769552	060	3010	\$3,122.14
PERMA BOUND	1015	769381	060	3010	\$4,644.61
PERMA BOUND	1155	769954	060	3010	\$2,987.49
PERSONNEL CONCEPTS	0880	769686	680	0851	\$4,490.01
PETUNIA'S PLACE	0100	769325	030	7140	\$400.00
PETUNIA'S PLACE	0160	770274	030	7090	\$100.00
PETUNIA'S PLACE	0185	759772	030	0625	\$1,300.00
PETUNIA'S PLACE	1330	761817	060	3010	\$133.00
PETUNIA'S PLACE	1365	765525	060	3010	\$100.00
PICK-EM UP TRUCK STORE	1920	769823	030	0734	\$595.93
PICK-EM UP TRUCK STORE	1920	769824	030	0734	\$2,592.05



PIEMONTE'S ITALIAN DELI	0395	769593	030	7090	\$200.00
PINHEIRO, HELDER	0790	769558	060	2600	\$11.10
PIXELLOT US, INC. DBA VIDSWAP.COM	0725	770104	030	0172	\$7,495.00
PLASTIC CONNECTIONS, INC.	1910	761653	130	5310	\$4,930.37
PLATINUM GROUP, THE	1910	769688	130	5310	\$7,089.13
PLATINUM GROUP, THE	1910	769688	130	9069	\$295.38
PLAYSCRIPTS, INC.	0727	770317	030	0167	\$643.63
PROJECT LEAD THE WAY, INC.	0100	769332	030	7140	\$2,757.78
PROJECT SUPPORT SERVICES, INC.	1905	770092	350	0913	\$4,000.00
PRO-SCREEN, INC. SIGNS & GRAPHICS	0710	769429	060	6387	\$254.92
R/G AWARD SYSTEMS	0105	770048	030	0172	\$1,739.02
R/G AWARD SYSTEMS	0385	770125	030	0172	\$4,294.72
RAINBOW RESOURCE CENTER, INC.	0320	770326	060	6500	\$210.61
RAINBOW RESOURCE CENTER, INC.	0320	770328	080	8210	\$123.23
RAPTOR TECHNOLOGIES, LLC	0235	769511	030	0181	\$238.37
READING AND BEYOND	0730	769413	060	3213	\$7,500.00
RED BRICK RESOURCES, DBA BROAD REACH BOOKS	0440	770284	030	0625	\$321.02
RED CARPET	0435	766244	080	8210	\$172.00
RED WING SHOES	0919	758493	060	8150	\$1,500.00
REDEEMER LUTHERAN CHURCH	0787	769737	060	6500	\$700.00
REFORM CLOTHING CO.	0395	769377	060	722D	\$1,869.04
REGAL CINEMEDIA CORP.	0035	770265	030	7090	\$1,288.00
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1130	769520	350	0912	\$603.12
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1145	770088	350	0913	\$603.12
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1210	770084	350	0917	\$4,077.69
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1215	770309	350	0917	\$5,923.45
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1225	770081	350	0917	\$3,975.14
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1510	770302	350	0917	\$5,718.37
RICOH USA, INC.	0012	RL00008036	030	0134	\$115.72
RICOH USA, INC.	0025	RL00008007	030	7090	\$1.20
RICOH USA, INC.	0025	RL00008541	030	7090	\$5,183.12
RICOH USA, INC.	0030	RL00008010	030	0625	\$1.16
RICOH USA, INC.	0045	RL00008526	030	7090	\$213.31
RICOH USA, INC.	0055	RL00008509	030	0123	\$44.10
RICOH USA, INC.	0080	RL00008082	030	7090	\$349.46
RICOH USA, INC.	0098	RL00008165	030	7090	\$137.33
RICOH USA, INC.	0100	RL00008035	030	0115	\$777.96
RICOH USA, INC.	0105	RL00008257	030	0115	\$156.99
RICOH USA, INC.	0127	RL00008163	030	0139	\$515.88
RICOH USA, INC.	0140	RL00008507	030	0110	\$944.07
RICOH USA, INC.	0155	RL00008063	030	7090	\$1,276.64
RICOH USA, INC.	0170	RL00008071	030	0115	\$484.48
RICOH USA, INC.	0175	RL00008262	030	0113	\$86.29
RICOH USA, INC.	0175	RL00008294	030	7090	\$1,726.16
RICOH USA, INC.	0185	RL00008078	030	0125	\$687.71
RICOH USA, INC.	0185	RL00008081	030	0125	\$548.07
RICOH USA, INC.	0225	RL00008008	030	7090	\$19.36

RICOH USA, INC.	0235	RL00008101	030	0172	\$51.09
RICOH USA, INC.	0235	RL00008107	030	0125	\$2,494.59
RICOH USA, INC.	0237	RL00008504	030	0133	\$279.75
RICOH USA, INC.	0240	RL00008510	030	0128	\$447.92
RICOH USA, INC.	0260	RL00008127	030	0110	\$357.95
RICOH USA, INC.	0370	RL00008252	030	7090	\$270.06
RICOH USA, INC.	0400	RL00008184	030	7394	\$27.77
RICOH USA, INC.	0417	RL00008190	030	7090	\$629.14
RICOH USA, INC.	0435	RL00008516	030	7090	\$208.33
RICOH USA, INC.	0465	RL00008254	030	7090	\$254.06
RICOH USA, INC.	0465	RL00008254	030	7099	\$1,102.39
RICOH USA, INC.	0470	RL00008227	030	0110	\$47.25
RICOH USA, INC.	0495	RL00008238	030	7090	\$2,181.43
RICOH USA, INC.	0535	RL00008012	030	7090	\$2,934.69
RICOH USA, INC.	0552	RL00008508	030	0625	\$76.52
RICOH USA, INC.	0565	RL00008241	030	7090	\$490.83
RICOH USA, INC.	0567	RL00008223	030	7090	\$196.45
RICOH USA, INC.	0617	RL00008124	030	0500	\$215.69
RICOH USA, INC.	0701	RL00008205	060	3010	\$1,249.47
RICOH USA, INC.	0730	RL00008095	030	0656	\$3,487.64
RICOH USA, INC.	0765	RL00008258	060	9021	\$54.10
RICOH USA, INC.	0787	RL00008193	060	6500	\$300.70
RICOH USA, INC.	0790	RL00008157	030	0152	\$79.46
RICOH USA, INC.	0790	RL00008157	030	0157	\$79.46
RICOH USA, INC.	0790	RL00008157	060	3010	\$79.70
RICOH USA, INC.	0796	RL00008158	030	0667	\$267.08
RICOH USA, INC.	0810	RL00008154	030	0130	\$234.34
RICOH USA, INC.	0810	RL00008154	030	0640	\$1,872.79
RICOH USA, INC.	0810	RL00008155	030	0641	\$2.18
RICOH USA, INC.	0810	RL00008155	060	6500	\$2.18
RICOH USA, INC.	0852	RL00008061	030	0195	\$121.48
RICOH USA, INC.	0852	RL00008174	030	0602	\$9.96
RICOH USA, INC.	0852	RL00008176	030	0602	\$189.11
RICOH USA, INC.	0860	RL00008016	030	0176	\$0.14
RICOH USA, INC.	0860	RL00008016	030	0694	\$0.22
RICOH USA, INC.	0880	RL00008543	680	0851	\$647.86
RICOH USA, INC.	0885	RL00008208	030	0140	\$54.13
RICOH USA, INC.	0886	RL00008295	030	0140	\$970.73
RICOH USA, INC.	0895	RL00008001	030	0716	\$8.92
RICOH USA, INC.	0895	RL00008034	030	7090	\$297.94
RICOH USA, INC.	0895	RL00008169	030	0716	\$321.83
RICOH USA, INC.	0897	RL00008229	030	0716	\$16.49
RICOH USA, INC.	0905	RL00008064	030	0738	\$717.75
RICOH USA, INC.	0915	RL00008087	030	0712	\$3,749.44
RIDER NATION APPAREL	0395	769375	030	7090	\$6,420.82
RMA GEOSCIENCE, INC.	1150	769275	350	0913	\$5,907.00
ROSENCRANS, PAUL	0925	769893	030	7230	\$158.30

RR DONNELLEY AND SONS CO.	0890	769208	030	0708	\$2,048.62
RUSH ADVERTISING	0055	769743	030	7090	\$1,621.90
RUSH ADVERTISING	0567	766217	030	7090	\$250.00
RUSH ADVERTISING	0705	758000	110	6391	\$4,659.00
RUSSEL SIGLER, INC.	0919	768784	060	8150	\$6,226.87
S & S WORLDWIDE	0370	769867	060	6010	\$3,192.59
S & S WORLDWIDE	0567	770010	060	6010	\$128.43
S & S WORLDWIDE	0790	769340	060	2600	\$753.69
S & S WORLDWIDE	0790	769700	060	2600	\$574.73
S & S WORLDWIDE	0790	770089	060	2600	\$300.79
SAFEGUARD BUSINESS SYSTEMS	0070	770140	030	7090	\$279.38
SALEM ENGINEERING GROUP, INC.	1060	770113	350	0917	\$3,128.00
SALEM ENGINEERING GROUP, INC.	1208	770112	350	0917	\$3,128.00
SALEM ENGINEERING GROUP, INC.	1455	770111	350	0917	\$3,128.00
SAN DIEGO CO. OFFICE OF ED.	0852	769574	030	0679	\$5,625.00
SAN DIEGO UNIVERSITY RESEARCH FOUNDATION	0601	769204	030	0500	\$9,400.00
SAN DIEGO UNIVERSITY RESEARCH FOUNDATION	0601	769206	030	0500	\$9,400.00
SAN JOAQUIN IMPERIAL	0889	770012	030	0709	\$1,630.79
SAN JOAQUIN REGION FFA	0710	769797	060	6387	\$75.00
SAN JOAQUIN REGION FFA	0710	769889	060	6387	\$30.00
SAN JOAQUIN RIVER PARKWAY	0725	770186	030	0173	\$660.00
SANDOVAL, STACEY	0880	769431	680	0851	\$48.59
SANGER HIGH SCHOOL	0055	770281	030	0172	\$450.00
SANGER HIGH SCHOOL	0185	769560	030	0172	\$450.00
SANGER HIGH SCHOOL	0185	769561	030	0172	\$275.00
SCHOLASTIC BOOK FAIRS, INC.	0025	763070	030	0624	\$5,690.99
SCHOLASTIC BOOK FAIRS, INC.	0070	770141	030	7099	\$100.00
SCHOLASTIC BOOK FAIRS, INC.	0140	769980	030	0624	\$100.00
SCHOLASTIC BOOK FAIRS, INC.	0208	769772	080	8210	\$836.72
SCHOLASTIC BOOK FAIRS, INC.	0210	765276	080	8210	\$3,495.27
SCHOLASTIC BOOK FAIRS, INC.	0340	765543	030	0624	\$1,955.00
SCHOLASTIC BOOK FAIRS, INC.	0355	763542	030	0624	\$3,638.47
SCHOLASTIC BOOK FAIRS, INC.	0370	764650	030	0624	\$4,065.75
SCHOLASTIC BOOK FAIRS, INC.	0460	769523	030	0624	\$3,921.81
SCHOLASTIC BOOK FAIRS, INC.	0490	764501	080	8210	\$2,961.50
SCHOLASTIC BOOK FAIRS, INC.	0530	765080	030	0624	\$3,190.71
SCHOLASTIC BOOK FAIRS, INC.	0535	770311	080	8210	\$6,203.75
SCHOLASTIC, INC.	0395	769536	030	7090	\$8,997.00
SCHOLASTIC MAGAZINE	0385	769399	060	3010	\$473.88
SCHOOL FACILITY CONSULTANTS	0905	762741C	350	0913	\$1,196.25
SCHOOL FACILITY CONSULTANTS	0905	762741C	400	0915	\$1,126.25
SCHOOL FACILITY CONSULTANTS	0905	762741D	350	0913	\$247.50
SCHOOL FACILITY CONSULTANTS	0905	762741D	400	0915	\$2,167.50
SCHOOL HEALTH CORPORATION	0765	770035	120	6128	\$782.29
SCHOOL HEALTH CORPORATION	1891	769320	030	0716	\$7,312.55
SCHOOL MATE	0150	754697A	030	0110	\$1,967.64
SCHOOL NUTRITION ASSOCIATION	1910	769998	060	7029	\$1,298.00

SCHOOL SERVICES OF CALIF., INC	0889	770201	030	0709	\$945.00
SCHOOL SERVICES OF CALIF., INC	0889	770270	030	0709	\$275.00
SCHOOL SERVICES OF CALIF., INC	0890	770266	030	0708	\$195.00
SCHOOL SERVICES OF CALIF., INC	0890	770267	030	0708	\$195.00
SCHOOL SERVICES OF CALIF., INC	0890	770269	030	0708	\$1,650.00
SCHOOL SPECIALTY, LLC	0045	769879	030	0110	\$700.00
SCHOOL SPECIALTY, LLC	0045	769881	030	0110	\$600.00
SCHOOL SPECIALTY, LLC	0070	758504	030	7090	\$6,000.00
SCHOOL SPECIALTY, LLC	0175	769946	030	0113	\$300.00
SCHOOL SPECIALTY, LLC	0175	770047	030	0113	\$816.00
SCHOOL SPECIALTY, LLC	0210	769337	030	0110	\$800.00
SCHOOL SPECIALTY, LLC	0335	769850	060	722C	\$4,336.00
SCHOOL SPECIALTY, LLC	0510	770228	030	7099	\$996.92
SCHOOL SPECIALTY, LLC	0565	770154	030	7099	\$6,042.99
SCHOOL SPECIALTY, LLC	0785	769786	060	6500	\$173.82
SCHOOL SPECIALTY, LLC	0785	769860	030	0188	\$320.94
SCHOOL SPECIALTY, LLC	0785	770014	060	6500	\$160.59
SCHOOL SPECIALTY, LLC	0785	770167	060	6500	\$143.82
SCHOOL SPECIALTY, LLC	0880	770079	670	0841	\$3,031.94
SCHOOL SPECIALTY, LLC	0880	770079	680	0851	\$2,942.79
SCHOOL SPECIALTY, LLC	0880	770079	690	0861	\$2,942.79
SCHOOL SPECIALTY, LLC	0895	SS00000TA23	030	0112	\$315.00
SCOUT ISLAND/FCOE	0725	769294	030	0173	\$1,500.00
SCOUT ISLAND/FCOE	0725	769948	030	0173	\$750.00
SCOUT ISLAND/FCOE	0725	769956	030	0173	\$1,250.00
SCOUT ISLAND/FCOE	0725	770026	030	0173	\$1,000.00
SCOUT ISLAND/FCOE	0725	770027	030	0173	\$1,000.00
SCOUT ISLAND/FCOE	0725	770029	030	0173	\$1,000.00
SCOUT ISLAND/FCOE	0725	770058	030	0173	\$1,250.00
SCOUT ISLAND/FCOE	0725	770189	030	0173	\$1,000.00
SCOUT ISLAND/FCOE	0725	770190	030	0173	\$750.00
SELMA HIGH SCHOOL	0335	769565	030	0172	\$500.00
SHERATON UNIVERSAL	0421	770305	060	722E	\$4,809.30
SIERRA DATA MGMT. AND STORAGE	0880	759217	670	0841	\$600.00
SOCCER EXPRESS	0185	769958	030	0172	\$1,069.09
SOCCER EXPRESS	0185	770149	030	0172	\$498.95
SOMMARSTROM, DON	1920	769390	030	0734	\$279.00
SOUTH VALLEY WINTER ARTS ASSOCIATION	0185	769233	060	4124	\$575.00
SOUTH VALLEY WINTER ARTS ASSOCIATION	0185	769609	060	4124	\$475.00
SOUTHWEST PLASTIC BINDING CO.	0915	758053	030	0712	\$2,501.00
SOUTHWEST SCHOOL SUPPLY	1891	769244	030	0716	\$204.78
SPEECH CORNER	0785	770011	060	6500	\$209.31
SPINITAR	0410	769729	030	7090	\$261.68
ST. PAUL ARMENIAN CHURCH	0701	769394	060	3213	\$1,309.00
ST. PAUL ARMENIAN CHURCH	0701	769724	060	3010	\$2,068.00
ST. PAUL ARMENIAN CHURCH	0701	769726	060	3213	\$585.00
ST. PAUL ARMENIAN CHURCH	0701	769735	060	3213	\$1,309.00

ST. PAUL ARMENIAN CHURCH	0703	769223	060	7311	\$2,640.00
ST. PAUL ARMENIAN CHURCH	0810	769814	060	3010	\$585.00
STAR AUTISM SUPPORT, INC.	0785	769344	060	6500	\$387.01
STARFALL PUBLICATIONS	0175	770174	030	7090	\$355.00
STATE ARCHITECT, DIVISION OF	0210	769317	120	6128	\$7,930.20
STATE ARCHITECT, DIVISION OF	0480	769316	120	6128	\$8,995.35
STATE ARCHITECT, DIVISION OF	0886	769661	060	3213	\$6,000.00
STATE ARCHITECT, DIVISION OF	1010	770370	060	3213	\$6,854.70
STATE ARCHITECT, DIVISION OF	1145	769466	350	0917	\$2,032.20
STATE ARCHITECT, DIVISION OF	1170	770280	060	3213	\$3,443.00
STATE ARCHITECT, DIVISION OF	1195	769236	060	3213	\$2,445.94
STATE CENTER COMMUNITY COLLEGE DIST.	0860	769995	030	0694	\$2,500.00
STEVEN C. NUNEZ	0100	769755	030	0115	\$450.00
STEVEN C. NUNEZ	0100	769763	030	0115	\$450.00
STITCH MASTER CUSTOM EMBROIDERY	0727	770320	030	0168	\$251.91
STORYLAND AND PLAYLAND, INC.	0725	769293	030	0173	\$200.00
STORYLAND AND PLAYLAND, INC.	0785	770032	060	9018	\$1,600.00
STRATEGIC MECHANICAL, INC.	1010	769290	350	0917	\$2,984.00
SUNNYSIDE COUNTRY CLUB	0130	769402	030	7090	\$750.00
SUNNYSIDE COUNTRY CLUB	1055	769333	060	3010	\$500.00
SUNNYSIDE DONUTS	0005	763954	030	7090	\$300.00
SUNNYSIDE DONUTS	0335	761191	030	7090	\$400.00
SUNNYSIDE DONUTS	0421	769349	030	7090	\$500.00
SUNNYSIDE DONUTS	0423	769596	030	7090	\$2,000.00
SUNNYSIDE DONUTS	0455	769397	030	7090	\$500.00
SUNNYSIDE DONUTS	0567	761177	030	7090	\$700.00
SUNNYSIDE TROPHY, INC.	0025	769906	030	7099	\$2,500.00
SUNNYSIDE TROPHY, INC.	0480	769692	030	7090	\$804.50
SUNNYSIDE TROPHY, INC.	0860	758167	030	0694	\$800.00
SUPER DUPER PUBLICATIONS	0785	769798	060	6500	\$199.99
SUPER DUPER PUBLICATIONS	0785	769803	060	6500	\$184.89
SUPER DUPER PUBLICATIONS	0785	769804	060	6500	\$192.52
SUPER DUPER PUBLICATIONS	0785	769806	060	6500	\$56.43
SUPER DUPER PUBLICATIONS	0785	770169	060	6500	\$192.65
SUPERIOR TEXT, LLC	0701	769456	060	3213	\$1,395.85
SUPERIOR TEXT, LLC	0852	770008	030	0679	\$212.28
SUPPORTING SUCCESS FOR CHILDREN	0785	769389	060	3305	\$956.69
SWRCB ACCOUNTING OFFICE	1561	769773	350	0913	\$912.00
SWRCB ACCOUNTING OFFICE	1561	770361	350	0917	\$756.00
SYSCO OF CENTRAL CALIFORNIA	1910	762151	130	5310	\$134.98
TACOS MARQUITOS, INC.	0020	769759	030	0110	\$715.00
TACOS MARQUITOS, INC.	0235	758020	030	7090	\$2,000.00
TACOS MARQUITOS, INC.	0725	763904	030	0172	\$1,000.00
TAKEFLIGHT INTERACTIVE, LLC DBA TAKEFLIGHT INTERACTIVE, LLC	0710	769684	060	6387	\$4,485.60
TAYMARK, DBA IT'S ELEMENTARY, DBA ANDERSONS	0565	770093	030	7090	\$484.10
TEACHERS DISCOVERY	0145	769872	030	7099	\$1,328.48

TEACHER'S DISCOVERY	0100	770262	030	7140	\$298.00
TECH MUSEUM OF INNOVATION	0710	770321	060	6387	\$50.00
TECH MUSEUM OF INNOVATION	0725	769297	030	0173	\$713.00
TECH MUSEUM OF INNOVATION	0725	769300	030	0173	\$221.00
TECH MUSEUM OF INNOVATION	0725	769301	030	0173	\$623.00
TECH MUSEUM OF INNOVATION	0725	769302	030	0173	\$50.00
TECH MUSEUM OF INNOVATION	0725	769303	030	0173	\$50.00
TECH MUSEUM OF INNOVATION	0725	769411	030	0173	\$640.00
TECH MUSEUM OF INNOVATION	0725	769412	030	0173	\$608.00
TECH MUSEUM OF INNOVATION	0725	769940	030	0173	\$50.00
TETER ARCHITECTS, LLP	1335	699711	350	0917	\$128.16
TEXTBOOK WAREHOUSE, LLC	0810	769709	060	3213	\$120.27
TEXTBOOK WAREHOUSE, LLC	0810	769809	030	0649	\$48.65
TEXTBOOK WAREHOUSE, LLC	0810	770296	030	0649	\$1,022.82
TEXTHELP, INC.	0785	769896	060	3305	\$4,082.40
THE BASIX	0185	769423	030	0172	\$2,349.01
THE CHRONICLE OF HIGHER EDUCATION, INC.	0850	769733	030	0681	\$69.00
THE COLLEGE BOARD	0795	769572	060	3182	\$395.00
THE COLLEGE BOARD	0795	769642	060	3182	\$395.00
THE CONFERENCE BOARD, INC.	0795	770198	060	3182	\$1,496.00
THE COSTUMER	0727	770352	030	0167	\$1,087.79
THE MOWERS EDGE	1891	770178	030	0716	\$1,007.66
THE PIZZA PIT	0470	763951	080	8210	\$250.00
THE WYRICK BOOK CO.	1325	769985	060	3010	\$3,763.75
THINKING COLLABORATIVE, LLC	0701	769708	060	3010	\$1,301.85
THS ATHLETICS BOOSTER CLUB, INC.	0235	769553	030	0172	\$285.00
TNT TOWING, LLC	0925	759504	030	7230	\$2,000.00
TW CLOCKS	0725	769370	030	0172	\$107.50
UC DAVIS	0706	770040	060	7412	\$2,547.19
UC MERCED	0706	769594	060	7412	\$1,131.38
UC MERCED	0706	769928	060	7412	\$1,131.38
UC REGENTS DAVIS	0700	770097	030	0144	\$500.00
UC REGENTS DAVIS	0706	769355	060	7412	\$1,340.63
ULINE	0710	770268	060	6387	\$1,615.94
UNBOUNDED LEARNING, INC.	0445	770163	060	3182	\$3,000.00
UNIGLOBE TRAVEL	0055	U70990048439	030	7099	\$6,773.80
UNIGLOBE TRAVEL	0055	U70990048441	030	7099	\$3,099.48
UNIGLOBE TRAVEL	0055	U70990048463	030	7099	\$800.00
UNIGLOBE TRAVEL	0145	U63850048014	060	6385	\$2,609.20
UNIGLOBE TRAVEL	0145	U70900049862	030	7090	\$726.00
UNIGLOBE TRAVEL	0145	U70900049866	030	7090	\$726.00
UNIGLOBE TRAVEL	0185	U70900049762	030	7090	\$837.48
UNIGLOBE TRAVEL	0185	U70990048475	030	7099	\$1,255.30
UNIGLOBE TRAVEL	0241	U01710048178	030	0171	\$2,050.10
UNIGLOBE TRAVEL	0335	769462	030	7090	\$2,964.14
UNIGLOBE TRAVEL	0412	U40350048027	060	4035	\$1,189.33
UNIGLOBE TRAVEL	0415	U70900049670	030	7090	\$1,694.19



UNIGLOBE TRAVEL	0415	U70900049761	030	7090	\$5,729.43
UNIGLOBE TRAVEL	0421	U70990048461	030	7099	\$1,850.16
UNIGLOBE TRAVEL	0445	U01730048166	030	0173	\$744.77
UNIGLOBE TRAVEL	0505	U31820048088	060	3182	\$3,005.68
UNIGLOBE TRAVEL	0601	U05000048093	030	0500	\$543.31
UNIGLOBE TRAVEL	0601	U05000048099	030	0500	\$1,315.14
UNIGLOBE TRAVEL	0617	U05000048102	030	0500	\$3,209.90
UNIGLOBE TRAVEL	0617	U05000048104	030	0500	\$1,806.30
UNIGLOBE TRAVEL	0701	U01520048277	030	0152	\$2,897.33
UNIGLOBE TRAVEL	0701	U58270048010	060	5827	\$1,847.50
UNIGLOBE TRAVEL	0701	U58280048013	060	5828	\$1,847.50
UNIGLOBE TRAVEL	0701	U58280048018	060	5828	\$1,847.50
UNIGLOBE TRAVEL	0710	U01520048269	030	0152	\$4,659.40
UNIGLOBE TRAVEL	0710	U01520048278	030	0152	\$7,816.23
UNIGLOBE TRAVEL	0710	U01520048280	030	0152	\$4,995.48
UNIGLOBE TRAVEL	0710	U01520048286	030	0152	\$4,994.80
UNIGLOBE TRAVEL	0710	U63870048151	060	6387	\$2,324.13
UNIGLOBE TRAVEL	0727	U01680048149	030	0168	\$900.00
UNIGLOBE TRAVEL	0730	U06560048033	030	0656	\$3,005.40
UNIGLOBE TRAVEL	0755	U01760048119	030	0176	\$1,215.52
UNIGLOBE TRAVEL	0758	U42030048011	060	4203	\$371.11
UNIGLOBE TRAVEL	0795	U31820048067	060	3182	\$1,047.43
UNIGLOBE TRAVEL	0795	U31820048074	060	3182	\$1,113.30
UNIGLOBE TRAVEL	0795	U31820048076	060	3182	\$562.86
UNIGLOBE TRAVEL	0795	U31820048081	060	3182	\$2,218.31
UNIGLOBE TRAVEL	0795	U31820048086	060	3182	\$555.98
UNIGLOBE TRAVEL	0810	U06490048044	030	0649	\$1,432.12
UNIGLOBE TRAVEL	0810	U06490048045	030	0649	\$1,432.12
UNIGLOBE TRAVEL	0850	U06800048006	030	0680	\$1,248.00
UNIGLOBE TRAVEL	0852	U03150048030	030	0315	\$1,196.72
UNIGLOBE TRAVEL	0855	U06700048030	030	0670	\$446.56
UNIGLOBE TRAVEL	0880	U08410048043	670	0841	\$1,331.13
UNIGLOBE TRAVEL	0880	U08410048044	670	0841	\$1,208.89
UNIGLOBE TRAVEL	0880	U08610048011	690	0861	\$334.15
UNIGLOBE TRAVEL	0880	U08610048012	690	0861	\$334.15
UNIGLOBE TRAVEL	0880	U08610048013	690	0861	\$1,293.63
UNIGLOBE TRAVEL	0900	U07300048007	030	0730	\$350.00
UNIGLOBE TRAVEL	0905	U07380048015	030	0738	\$1,899.95
UNIGLOBE TRAVEL	1910	U70290048010	060	7029	\$350.00
UNITED REFRIGERATION, INC.	1910	769654	130	5310	\$1,741.15
UNITED SKATES OF AMERICA, INC.	0355	770036	030	0113	\$1,300.00
UNIVERSAL STUDIOS HOLLYWOOD	0125	770030	030	7090	\$4,450.00
UNIVERSAL STUDIOS HOLLYWOOD	0710	769202	030	0152	\$2,384.00
VAL PRINT	0725	769537	030	0171	\$500.00
VALLARTA FOOD ENTERPRISES	0005	770063	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0020	769754	030	0110	\$500.00
VALLARTA FOOD ENTERPRISES	0025	769672	030	0110	\$1,000.00

VALLARTA FOOD ENTERPRISES	0035	769678	030	7090	\$150.00
VALLARTA FOOD ENTERPRISES	0045	769434	030	0110	\$300.00
VALLARTA FOOD ENTERPRISES	0055	769347	030	0172	\$250.00
VALLARTA FOOD ENTERPRISES	0055	769505	030	0125	\$300.00
VALLARTA FOOD ENTERPRISES	0055	769582	030	0172	\$300.00
VALLARTA FOOD ENTERPRISES	0075	769699	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0100	769266	060	6010	\$131.00
VALLARTA FOOD ENTERPRISES	0100	770334	030	0643	\$95.00
VALLARTA FOOD ENTERPRISES	0105	769982	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0123	769503	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0125	769701	030	0124	\$50.00
VALLARTA FOOD ENTERPRISES	0125	769702	030	0124	\$300.00
VALLARTA FOOD ENTERPRISES	0145	769697	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0155	769925	030	0643	\$300.00
VALLARTA FOOD ENTERPRISES	0170	769219	060	6500	\$200.00
VALLARTA FOOD ENTERPRISES	0170	769671	030	0643	\$200.00
VALLARTA FOOD ENTERPRISES	0175	769936	030	0643	\$500.00
VALLARTA FOOD ENTERPRISES	0175	769937	030	0643	\$250.00
VALLARTA FOOD ENTERPRISES	0185	770062	030	0625	\$500.00
VALLARTA FOOD ENTERPRISES	0190	769499	030	7140	\$100.00
VALLARTA FOOD ENTERPRISES	0210	770350	030	7091	\$350.00
VALLARTA FOOD ENTERPRISES	0215	770066	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0215	770067	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0215	770069	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0215	770070	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0220	769662	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0220	769663	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0220	769664	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0220	769667	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0220	769669	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0225	770337	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0235	769675	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0240	769932	030	0128	\$350.00
VALLARTA FOOD ENTERPRISES	0250	769923	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0265	769921	030	7090	\$2,000.00
VALLARTA FOOD ENTERPRISES	0310	769696	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0335	769924	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0335	770349	060	722C	\$500.00
VALLARTA FOOD ENTERPRISES	0355	769501	030	7091	\$150.00
VALLARTA FOOD ENTERPRISES	0370	769583	030	0643	\$300.00
VALLARTA FOOD ENTERPRISES	0370	769974	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0395	769584	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0395	769587	030	7091	\$1,500.00
VALLARTA FOOD ENTERPRISES	0415	769676	030	7090	\$400.00
VALLARTA FOOD ENTERPRISES	0417	769693	030	7090	\$100.00
VALLARTA FOOD ENTERPRISES	0421	769502	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0423	769207	060	2600	\$200.00

VALLARTA FOOD ENTERPRISES	0423	769581	030	0114	\$200.00
VALLARTA FOOD ENTERPRISES	0423	769585	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0430	770354	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0435	769500	030	7091	\$300.00
VALLARTA FOOD ENTERPRISES	0435	769922	030	7091	\$200.00
VALLARTA FOOD ENTERPRISES	0440	769404	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0440	769406	030	0115	\$250.00
VALLARTA FOOD ENTERPRISES	0455	769403	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0455	770181	030	0115	\$200.00
VALLARTA FOOD ENTERPRISES	0460	769986	030	0172	\$300.00
VALLARTA FOOD ENTERPRISES	0460	770180	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0465	769586	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0475	770339	030	0171	\$500.00
VALLARTA FOOD ENTERPRISES	0475	770355	030	7090	\$650.00
VALLARTA FOOD ENTERPRISES	0500	769972	060	6500	\$150.00
VALLARTA FOOD ENTERPRISES	0510	769405	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0510	769979	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0700	770064	030	0606	\$300.00
VALLARTA FOOD ENTERPRISES	0700	770065	030	0606	\$300.00
VALLARTA FOOD ENTERPRISES	0700	770332	030	0606	\$300.00
VALLARTA FOOD ENTERPRISES	0701	769268	030	0606	\$500.00
VALLARTA FOOD ENTERPRISES	0701	770357	030	0606	\$250.00
VALLARTA FOOD ENTERPRISES	0706	769987	030	0157	\$300.00
VALLARTA FOOD ENTERPRISES	0710	769992	030	0152	\$250.00
VALLARTA FOOD ENTERPRISES	0755	770324	030	0176	\$500.00
VALLARTA FOOD ENTERPRISES	0765	769179	060	9021	\$300.00
VALLARTA FOOD ENTERPRISES	0765	769353	060	9021	\$300.00
VALLARTA FOOD ENTERPRISES	0765	770362	060	9021	\$300.00
VALLARTA FOOD ENTERPRISES	0790	769252	060	2600	\$2,500.00
VALLARTA FOOD ENTERPRISES	0790	769689	060	2600	\$300.00
VALLARTA FOOD ENTERPRISES	0796	770286	030	0667	\$1,000.00
VALLARTA FOOD ENTERPRISES	0810	769352	030	0649	\$300.00
VALLARTA FOOD ENTERPRISES	1235	769753	030	0500	\$150.00
VALLARTA FOOD ENTERPRISES	1335	770360	030	0500	\$1,500.00
VENTURA LEARNING SYSTEMS, LLC DBA GERRY GROSSMAN SEMINARS	0326	770018	060	6546	\$576.00
VEX ROBOTICS	0100	769330	030	7140	\$755.50
VEX ROBOTICS	0100	770300	030	7140	\$125.21
VEX ROBOTICS	0445	769200	030	0171	\$265.48
VICTORY TEAM APPAREL, INC.	0575	769334	030	7090	\$8,800.73
VIKING ENTERPRISES	1235	769750	350	0917	\$950.00
VINCENT COMMUNICATIONS, INC.	0175	769917	030	7090	\$584.93
VINCENT COMMUNICATIONS, INC.	0417	769354	030	0115	\$584.93
VINCENT COMMUNICATIONS, INC.	0575	769624	030	0115	\$389.95
W.O.W. PRODUCTIONS	0395	770234	030	7090	\$2,500.00
W.W. SWALEF & SON	0335	769868	030	7099	\$1,422.09
WARDS NATURAL SCIENCE, INC.	0123	769345	030	7090	\$856.40

WARDS NATURAL SCIENCE, INC.	0145	769999	030	7140	\$446.10
WARDS NATURAL SCIENCE, INC.	0395	769947	030	0125	\$389.80
WASHINGTON CONSTRUCTION	1145	770298	350	0917	\$5,800.00
WASHINGTON UNION HIGH SCHOOL	0185	769459	030	0172	\$400.00
WB STUDIO ENTERPRISES, INC.	0421	770319	060	722E	\$2,392.00
WECO SUPPLY CO.	0241	769752	030	0172	\$1,100.00
WESTCOAST PRODUCTS & DESIGN, LLC	0710	769253	060	6388	\$1,640.92
WESTCOAST PRODUCTS & DESIGN, LLC	0710	769254	060	6388	\$3,458.68
WESTERN PSY SERVICES	1785	770087	030	0189	\$2,349.16
WESTWOODS BBQ & SPICE CO.	0440	766296	030	7090	\$141.06
WICKLIFFE, XENA	0785	770156	060	9017	\$150.00
WILD WATER ADVENTURES	0550	770301	030	7090	\$556.14
WILLIAMS, DARCY	0700	769951	030	0606	\$32.97
WINCHESTER MYSTERY HOUSE	0700	769449	030	0144	\$1,375.00
WOO, T. S. DISTRIBUTING	0208	760829	030	0171	\$1,000.00
XIT SOLUTIONS	0417	769927	030	7090	\$1,771.12
YELLOW DOG SIGNS & GRAPHICS	0445	768886	030	7090	\$138.14
YELLOW DOG SIGNS & GRAPHICS	0755	769964	030	0176	\$6,240.19
YELLOW DOG SIGNS AND GRAPHICS	0395	769539	030	7090	\$357.56
ZUNIGA, EZEQUIEL	0480	769575	080	8210	\$172.13

## DEPARTMENT INDEX (Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
	Academy for Civil & Entrepreneurial Leadership	0165	Forkner Elementary
0002		0170	Fort Miller Middle
0005	Addams Elementary	0175	Fremont Elementary
0010	Ahwahnee Middle School	0176	Fresno Adventist
0012	Charter School	0181	Fresno City College
0015	Anthony Elementary	0185	Fresno High School
0020	Ayer Elementary	0188	Fulton
0025	Aynesworth Elementary	0190	GATE Office
0030	Baird Middle	0195	Manchester GATE Elementary
0035	Balderas Elementary	0200	Gibson Elementary
0040	Bethune Elementary	0205	Ginsburg
0045	Birney Elementary	0208	Hamilton
0055	Bullard High School	0210	Heaton Elementary
0060	Bullard Talent K-8	0215	Hidalgo Elementary
0070	Burroughs Elementary	0220	Holland Elementary
0075	Calwa Elementary	0225	Homan Elementary
0077	Dewolf West	0227	Homeless
0080	Carver K-8	0228	Suicide Prevention
0089	Cesar Chavez	0230	Cambridge
0090	Centennial Elementary	0235	Hoover High School
0095	Columbia Elementary	0237	Adult Transition Program on Fairmont
0098	Comm-Phoenix Elementary	0240	JE Young Independent Study
0100	Computech	0241	JE Young eLearn Academy
0102	Phoenix Secondary	0250	Jackson Elementary
0105	Cooper Middle School	0255	Jefferson Elementary
0110	Dailey Elementary	0257	Kepler Charter
0120	Del Mar Elementary	0260	King Elementary
0123	Design Science High School	0265	Kings Canyon Middle School
0125	Dewolf High School	0270	Kirk Elementary
0127	Phillip J Patino School of Entrepreneurship	0285	Kratt Elementary
0130	Duncan Polytechnical	0290	Lane Elementary
0135	Easterby Elementary	0295	Lawless Elementary
0140	Eaton Elementary	0302	Professional Learning
0145	Edison High School	0305	Leavenworth Elementary
0150	Ericson Elementary	0310	Lincoln Elementary
0155	Ewing Elementary	0315	Lowell Elementary
0160	Figarden Elementary	0320	Malloch Elementary

## DEPARTMENT INDEX (Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0330	McCardle Elementary	0495	Wishon Elementary
0335	McLane High School	0500	Wolters Elementary
0340	Muir Elementary	0503	Carter C. Woodson Public Charter
0355	Norseman Elementary	0504	504 Coordinator
0361	Our Lady Of Victory	0505	Yosemite Middle School
0365	Powers Elementary	0510	Greenberg Elementary
0370	Pyle Elementary	0530	Olmos Elementary
0380	Robinson Elementary	0535	Bakman Elementary
0385	Roeding Elementary	0550	Williams Elementary
0395	Roosevelt High School	0552	Rata
0396	Roosevelt PACE	0553	Addicott
0400	Roosevelt School of the Arts	0554	Southeast Elementary
0410	Rowell Elementary	0560	Site M-Orange/Butler
0412	San Joaquin	0565	Yokomi Elementary
0415	Scandinavian Middle School	0567	Vang Pao Elementary
0417	Sequoia Middle School	0575	Gaston B Rutherford Middle School
0420	Slater Elementary	0580	Juan Felipe Herrera Elementary
0421	Sunnyside High School	0601	Instructional Division - Academic Office
0422	Starr Elementary	0615	Middle School
0423	Terronez Middle School	0616	Elementary Division Area HL
0426	Creative Alternatives	0617	School Leadership
0428	St Anthony	0618	Elementary Division Area EG
0429	St Helens	0619	Alternative Education
0430	Storey Elementary	0655	Instructional Leadership
0435	Sunset Elementary	0660	High School Administration
0440	Tehipite Middle School	0661	Special Projects
0445	Tenaya Middle School	0663	District & School Accountability
0450	Thomas Elementary	0664	Security Office
0455	Tioga Middle School	0670	Vocational Ed-Adult Education
0460	Turner Elementary	0674	GED Testing-Adult Education
0462	Valley Preparatory Academy Charter	0675	ESL-Adult Education
0463	Valley Arts and Science Academy	0676	Parent Education-Adult Education
0465	Viking Elementary	0679	231 Grant-Adult Education
0470	Vinland Elementary	0680	Secondary-Adult Education
0475	Wawona Middle School	0681	ABE-Adult Education
0480	Webster Elementary	0682	GED-Adult Education
0485	Wilson Elementary	0700	Curriculum/Instruction



## DEPARTMENT INDEX (Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0701	Teacher Development	0798	District Initiatives
0702	Leadership Development	0799	Categorical Indirect
0703	Classified Development	0805	Student Records
0705	Administration-Adult Education	0810	Prevention & Intervention
0706	College & Career Readiness	0811	Restorative Justice
0708	Bookstore-Adult Education	0812	Men's/Women's Alliance
0710	Career / Vocational Education	0840	Support Services
0711	Community Education-Adult Education	0850	Superintendent
0712	Restaurant-Adult Education	0851	CART
0713	HSS-Gain Excess Cost-Adult Education	0852	Equity & Access
0715	Children's Centers	0853	School Support Division
0722	E Street Services	0855	Board Of Education
0725	Extracurricular & Co-curricular	0860	Community Information
0726	Campus Culture	0865	Educational Assessment
0727	Music/Visual and Performing Arts	0875	Business Services Administration
0730	Health Services	0880	Benefits & Risk Management
0732	Health Safety and Emergency Services	0881	WellPath
0744	Instructional Media	0885	Technology Services
0748	IMS	0886	Technology Network Data Center
0750	Migrant	0887	Technology Learner Support
	African American Academic Acceleration	0888	Technology Refresh
0755	(A4)	0889	Payroll Department
0758	English Learner Services	0890	Fiscal Services
0765	Early Learning Department	0891	Salaries & Benefits
0767	Early Learning Center	0892	Salaries & Benefits Supplemental
0770	Psychological & Guidance	0893	Grants Resources/Development
0775	Regional Occupation Program	0895	Purchasing
0780	PACE Program	0896	Mail Room
0781	Elementary-Speech Language Pathology	0897	Warehouse
0782	Secondary-Speech Language Pathology	0900	Operational Services
0785	Elementary-Special Education	0905	Facilities Management & Planning
0786	Secondary-Special Education	0910	Food Services
0787	Management-Special Education	0915	Graphics Center
0788	Low Incidence-Special Education	0919	Plant Maintenance
0790	Extended Learning	0920	Plant Maintenance & Operations
0794	Transfers Office	0921	Energy Management
0795	State & Federal Programs	0923	Telecommunications

## DEPARTMENT INDEX (Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0925	Transportation	1145	Edison High School
0930	Human Resources	1150	Ericson Elementary
0935	Labor Relations	1155	Ewing Elementary
0970	School Safety	1160	Figarden Elementary
0976	2002A Refunding Measure A & K	1165	Forkner Elementary
0977	2004B Refunding Measure A & K	1170	Fort Miller Middle
1005	Addams Elementary	1175	Fremont Elementary
1010	Ahwahnee Middle School	1181	Fresno City College
1012	Charter School	1185	Fresno High School
1015	Anthony Elementary	1188	Fulton
1020	Ayer Elementary	1195	Manchester GATE Elementary
1025	Aynesworth Elementary	1200	Gibson Elementary
1030	Baird Middle	1205	Ginsburg
1035	Balderas Elementary	1208	Hamilton
1040	Bethune Elementary	1210	Heaton Elementary
1045	Birney Elementary	1215	Hidalgo Elementary
1055	Bullard High School	1220	Holland Elementary
1060	Bullard Talent K-8	1225	Homan Elementary
1070	Burroughs Elementary	1230	Cambridge
1075	Calwa Elementary	1235	Hoover High School
1080	Carver K-8	1237	Adult Transition Program on Fairmont
1089	Cesar Chavez	1240	JE Young Independent Study
1090	Centennial Elementary	1241	JE Young eLearn Academy
1095	Columbia Elementary	1250	Jackson Elementary
1098	Comm-Phoenix Elementary	1255	Jefferson Elementary
1100	Computech	1260	King Elementary
1102	Phoenix Secondary	1265	Kings Canyon Middle School
1105	Cooper Middle School	1270	Kirk Elementary
1110	Dailey Elementary	1280	Pride Intervention
1120	Del Mar Elementary	1285	Kratt Elementary
1123	Design Science High School	1290	Lane Elementary
1125	Dewolf High School	1295	Lawless Elementary
1127	Phillip J Patino School of Entrepreneursip	1302	Professional Learning
1130	Duncan Polytechnical	1305	Leavenworth Elementary
1135	Easterby Elementary	1310	Lincoln Elementary
1140	Eaton Elementary	1315	Lowell Elementary
1143	Education Center Canteen	1320	Malloch Elementary

## DEPARTMENT INDEX (Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
1325	Mayfair Elementary	1510	Greenberg Elementary
1326	JE Young Annex	1530	Olmos Elementary
1330	McCardle Elementary	1535	Bakman Elementary
1335	McLane High School	1550	Williams Elementary
1340	Muir Elementary	1552	Rata
1355	Norseman Elementary	1553	Addicott
1365	Powers Elementary	1554	Southeast Elementary
1370	Pyle Elementary	1560	Site M-Orange/Butler
1380	Robinson Elementary	1561	Site Ventura/Tenth
1385	Roeding Elementary	1565	Yokomi Elementary
1395	Roosevelt High School	1567	Vang Pao Elementary
1396	Roosevelt PACE	1575	Gaston B Rutherford Middle School
1400	Roosevelt School of the Arts	1576	Southeast High School
1410	Rowell Elementary	1577	Alternative Education Facility
1415	Scandinavian Middle School	1578	New Southeast Site
1417	Sequoia Middle School	1580	Juan Felipe Herrera Elementary
1420	Slater Elementary	1601	Instructional Division - Academic Office
1421	Sunnyside High School	1619	Alternative Education
1422	Starr Elementary	1635	Secondary Division
1423	Terronez Middle School	1655	High School Division
1430	Storey Elementary	1670	Vocational Ed-Adult Education
1435	Sunset Elementary	1675	ESL-Adult Education
1437	Southeast Intersession	1679	231 Grant-Adult Education
1440	Tehipite Middle School	1681	ABE-Adult Education
1445	Tenaya Middle School	1700	Curriculum/Instruction
1450	Thomas Elementary	1701	Teacher Development
1455	Tioga Middle School	1705	Administration-Adult Education
1460	Turner Elementary	1709	Caregiver Training-Adult Education
1465	Viking Elementary	1710	Career / Vocational Education
1470	Vinland Elementary	1715	Children's Centers
1475	Wawona Middle School	1722	E Street Services
1480	Webster Elementary	1727	Music/Visual and Performing Arts
1485	Wilson Elementary	1730	Health Services
1490	Winchell Elementary	1744	Instructional Media
1495	Wishon Elementary	1748	IMS
1500	Wolters Elementary		African American Academic Acceleration
1505	Yosemite Middle School	1755	(A4)

## DEPARTMENT INDEX (Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
1758	English Learner Services	1923	Telecommunications
1765	Early Learning Department	1924	Environmental Services
1767	Early Learning Center	1930	Human Resources
1781	Elementary-Speech Language Pathology	1935	Labor Relations
1782	Secondary-Speech Language Pathology	1950	Addicott-Maintenance & Operations
1785	Elementary-Special Education	1958	Rata-Maintenance & Operations
1786	Secondary-Special Education	1961	Education Center-Maintenance & Operations
1787	Management-Special Education	1970	School Safety
1790	Extended Learning		
1795	State & Federal Programs		
	Community and Family Engagement		
1796	Network		
1798	District Initiatives		
1810	Prevention & Intervention		
1811	Restorative Justice		
1812	Men's/Women's Alliance		
1850	Superintendent		
1851	CART		
1855	Board Of Education		
1860	Community Information		
1865	Educational Assessment		
1870	Legal Services		
1885	Technology Services		
1890	Fiscal Services		
1891	Salaries & Benefits		
1892	Salaries & Benefits Supplemental		
1895	Purchasing		
1897	Warehouse		
1900	Operational Services		
1905	Facilities Management & Planning		
1910	Food Services		
1912	Packaging Center		
1914	Central Processing Facility		
1919	Plant Maintenance		
1920	Plant Maintenance & Operations		
1921	Energy Management		

# DEPARTMENT INDEX

(Numeric)

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)

DEPT DEPARTMENT NAME

DEPT DEPARTMENT NAME

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**AGENDA ITEM A-23**

**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 January 01, 2023 through January 31, 2023 – Supplemental Report

**ITEM DESCRIPTION:** Included in the Board binders is information on purchase orders issued from January 01, 2023 through January 31, 2023. Purchase orders for \$10,000 or more are presented first, followed by purchase orders for less than \$10,000.

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

By segregating purchase orders in this manner, Board members with potential conflicts of interest can abstain from taking action on the Supplemental Report while still voting along with the rest of the Board on the Primary Report.

Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

**FINANCIAL SUMMARY:** Funding is noted on the attached pages.

**PREPARED BY:** Ann Loorz,  
Executive Director

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

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

**SUPERINTENDENT APPROVAL:**



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**THE FOLLOWING PURCHASE ORDERS ARE FOR \$10,000 OR MORE**

**PURCHASE ORDERS DATED  
JANUARY 1, 2023 TO JANUARY 31, 2023  
RATIFICATION DATE APRIL 12, 2023**

<b>VENDOR/AUTHORITY</b>	<b>DEPT</b>	<b>PO NUMBER</b>	<b>FUND</b>	<b>UNIT</b>	<b>AMOUNT</b>
CA TEACHING FELLOWS FOUNDATION BOE 06/15/22 B-44 (BUNDLED CONTRACTS)	0790	763047	060	2600	\$40,000.00
CSU FRESNO FOUNDATION BOE 06/15/22 B-44 (BUNDLED CONTRACTS)	0701	769264	060	5823	\$25,000.00



**THE FOLLOWING PURCHASE ORDERS ARE UNDER \$10,000**

**PURCHASE ORDERS DATED  
JANUARY 1, 2023 TO JANUARY 31, 2023  
RATIFICATION DATE APRIL 12, 2023**

<b>VENDOR/AUTHORITY</b>	<b>DEPT</b>	<b>PO NUMBER</b>	<b>FUND</b>	<b>UNIT</b>	<b>AMOUNT</b>
CA TEACHING FELLOWS FOUNDATION	0530	760423	030	7091	\$2,731.61
CALIF. STATE UNIVERSITY FRESNO	0725	769950	030	0173	\$400.00
CSU, FRESNO ASSOCIATION, INC.	0440	769358	030	7090	\$764.00
CSUF ASSOCIATION FOOD SER.	0440	769489	030	7090	\$800.00
CSUF/DOWNING PLANETARIUM	0305	769965	080	8210	\$462.00
CSUF/DOWNING PLANETARIUM	0725	769260	030	0173	\$753.50
FRESNO STATE UNIVERSITY	0785	770314	060	6546	\$324.00
FRESNO STATE UNIVERSITY	0785	770316	060	6546	\$324.00

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**AGENDA ITEM B-24**

**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 Fresno Unified Global 2030 World Language and Language Expansion

**ITEM DESCRIPTION:** Included in the Board binders is a presentation to discuss a Board request. This update on World Language and language expansion in the district, will provide details organized by region, language offering and school. The presentation is aligned with the California Global 2030 goals focused on language learning opportunities for students during their preschool to twelfth grade experience. World and heritage language coursework as well as dual language immersion programs continue to grow in our district as we strive to equip students with 21<sup>st</sup> Century skills in the global economy. We understand that world language skills help students engage with the rich and diverse cultures, heritages, and languages found in the world. The following are updates regarding our language offerings and supports:

- After School Language pilots will begin this summer, as we begin a three-year regional plan using extended learning, after school program structure and collaboration with community partnerships. Language offerings include Spanish, Hmong, Mixteco, Punjabi, and Arabic.
- Our goal of increasing bilingualism, biliteracy, and cultural competence through expansion of dual language immersion programs allows us to seek new schools for 2023/24, including Birney Elementary this fall. This will be a neighborhood Dual Language Immersion program.
- Tehipite Middle School will be added to the Roosevelt region Spanish Dual Language Immersion (DLI) pathway for the regional elementary schools in addition to Hmong DLI expanded to Sequoia in one year when students from Vang Pao and Balderas matriculate into seventh grade.
- New Spanish textbook adoption will be implemented in the fall for high school Spanish courses, a long-standing request by World Language teachers.
- Improved hiring and recruitment practices through Teacher Development will include new teacher support and training.

Dual Language Immersion programs and World Language offerings are built into the master schedule at each school. Staffing costs are built into baseline costs for each site. There are implications to staffing when classes are low in numbers in order to avoid losing teachers with Bilingual Cross-Cultural, Language and Academic Development (BCLAD). Dual Language Immersion program teachers are hard to fill positions which is now built into our teacher pipeline programs in the district.

**FINANCIAL SUMMARY:** Funds are included in the General Fund.

**PREPARED BY:** Sandra Toscano,  
Instructional Superintendent

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

**CABINET APPROVAL:** Dr. Natasha Baker,  
Chief Academic Officer

**SUPERINTENDENT APPROVAL:**





Fresno Unified  
School District



# Fresno Unified Global 2030

Framing our Bold Stance and Vision

April 12, 2023

# Multilingualism



The Fresno Unified School District recognizes that **knowing two or more languages** and developing **competencies that help us to learn and work in cross-cultural environments** are essential parts of becoming a global citizen. To this end, the district seeks to define goals highlighting these commitments to students.



# Every Student in Fresno Unified will

- participate in language-learning programs and/or experiences working toward proficiency in communication
- be proficient in a range of cross-cultural competencies



# Global California 2030

## A Call to Action



Fresno Unified  
Global 2030  
is **our proactive  
approach**  
to addressing and  
contributing to the  
ambitious goals  
of Global California  
2030.

# California Global 2030 - Goals

- By 2030, half of all K–12 students participate in programs leading to **proficiency in two or more languages**
- The number of students who receive the State Seal of Biliteracy, will **more than triple** in 2030.
- By 2040, **three out of every four** graduating seniors earn the Seal of Biliteracy.
- The number of **dual language immersion** programs quadruples by 2030.
- The number of **new bilingual teachers** more than doubles from 2017 to 2030.



# The mission of Global California 2030

**The mission of Global California 2030** is to equip students with world language skills to better appreciate and more fully engage with the rich and diverse mixture of cultures, heritages, and languages found in California and the world, while also preparing them to succeed in the global economy.





# Fresno Unified School District Dual Language Immersion 2022-2023

**FUSD  
SCHOOLS  
109  
TOTAL**

**STUDENT  
ENROLLMENT  
72,435  
TOTAL**

**ENGLISH  
LEARNERS  
13,556  
TOTAL**

**DLI  
SCHOOLS  
18  
TOTAL**

**DLI STUDENT  
ENROLLMENT  
4,300 +  
TOTAL**

**DLI ENGLISH  
LEARNERS  
1,500 +  
TOTAL**

# Hiring Practices and Recruitment

## Aspiring Teacher Recruitment and Hiring

- Fresno Teacher Residency Program
  - Recruit 15-20 Dual Immersion Teachers in Spanish and Hmong each year
  - Partnership with Fresno State
  - Residents are hired and placed as Teachers of Record at DLI sites

## New Teacher Supports

- Orientations
  - New Hire Orientation
  - Induction Orientation
- Face to Face Virtual Professional Learning
  - New Teacher Conference (1)
  - Saturday Pipeline Trainings (7)
  - Curriculum Days
- Job Embedded Professional Learning
  - Full Release Coach/Mentor
  - Substitute Release Days to observe exemplary teachers (1 per semester)
- Clear Credentialing – Induction Only
  - Build a Portfolio for CCTC

## Existing Teacher Retention

- Dual Immersion/ Bilingual Academy
  - 60 participants per year
  - Recruit BCLAD teachers who are not currently in a Bilingual/Dual Immersion setting
  - Provide Professional Learning for current BCLAD teachers to prepare teachers to fill vacancies
  - Refresh their knowledge about bilingual content via Guiding Principles for Dual Language Education

# Language Learning in Fresno Unified



For over 30 years, Fresno Unified has offered opportunities for students to learn different languages:

- World language courses
- Native Speakers courses
- Bilingual programs
- Dual Language Immersion
- After School and Summer Language Programs
- Expansion over the past few years



# Early Language and Literacy Development

## Family Engagement

- Reciprocal collaborative partnerships
- Ongoing family participation and communication
- Value of bilingualism
- Family languages and interests

## Classroom Environment

15

- Strategic planning for language experiences in English and home language
- Value and support children's languages and cultures
- Visuals to support accessing information

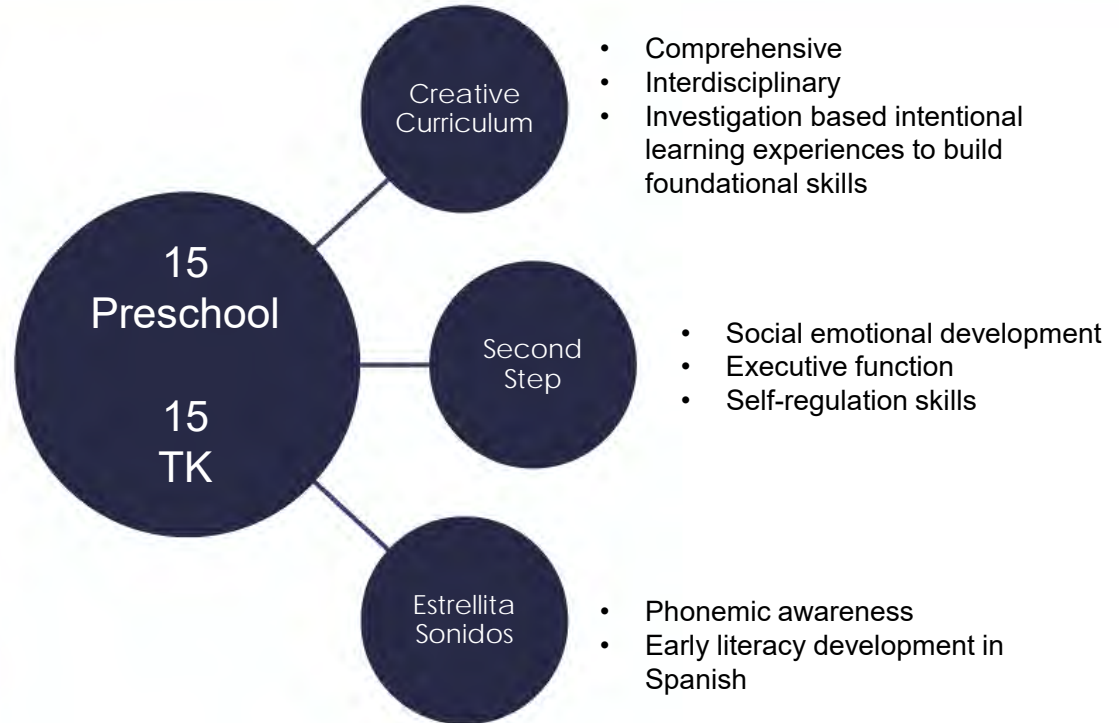
## Instruction

- Dialogic reading
- Anchor texts
- Vocabulary development
- Intentional messages
- Songs and chants
- Gestures and visual cues
- Extended Activities



Home language support

# Dual Language Immersion in Early Learning



# Current Participation in Language Programs

Program	2018-2019	2022-2023
Spanish Dual Language Immersion	1,168	3,185
Hmong Dual Language Immersion	321	338
Hmong Heritage	517	558
<b>Total Students:</b>	<b>1,827</b>	<b>4,081</b>
<b>% of Students:</b>	<b>3%</b>	<b>6%</b>

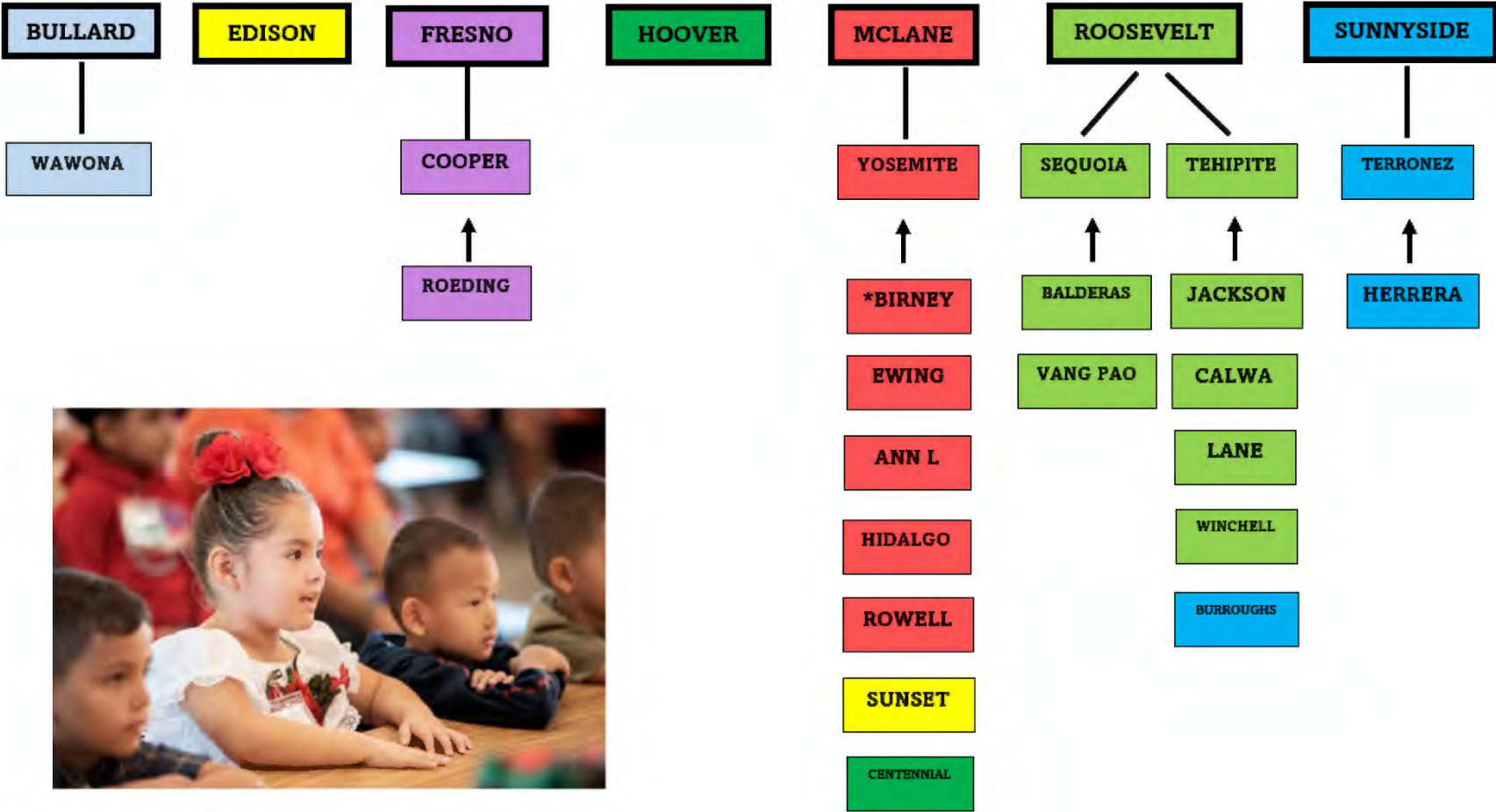


# Total percentage of students learning language other than English (LOTE)

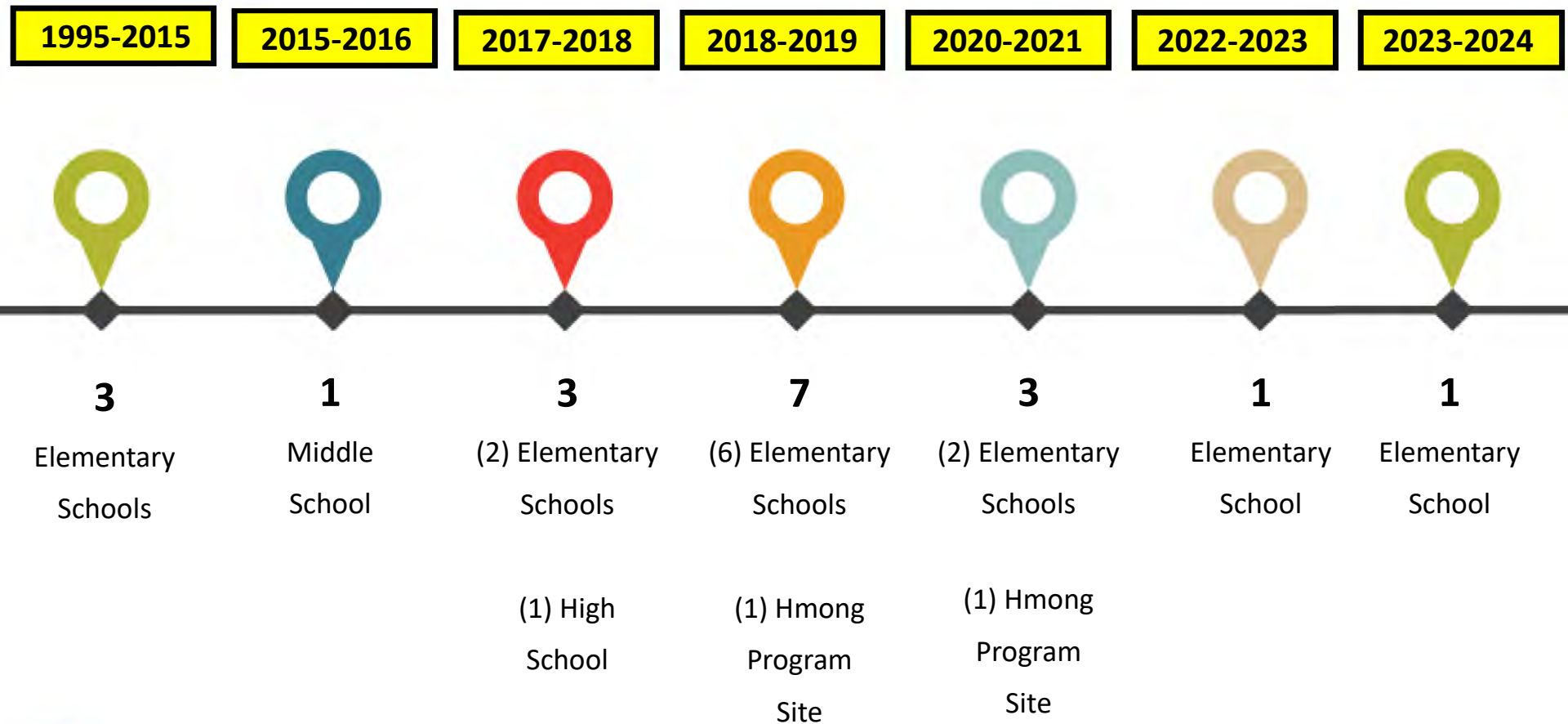
Grade segment	2018/19	2019/20	2022/23
Elementary School	6.7%	7.8%	8.7%
Middle School	32.0%	32.1%	27.23%
High School	52.2%	53.6%	55.68%
<b>Total</b>	22%	23.6%	21.7%

*Percent is calculated by taking the number of students enrolled in a course labeled as LOTE, and enrolled in a Dual Immersion or Bilingual class. Enrollment is based on the last day of instruction to show students who are exiting the school year and participated in one of these courses.*

# K-12 Dual Language Immersion Regional Student Progression 2022-2023



# Expansion Timeline

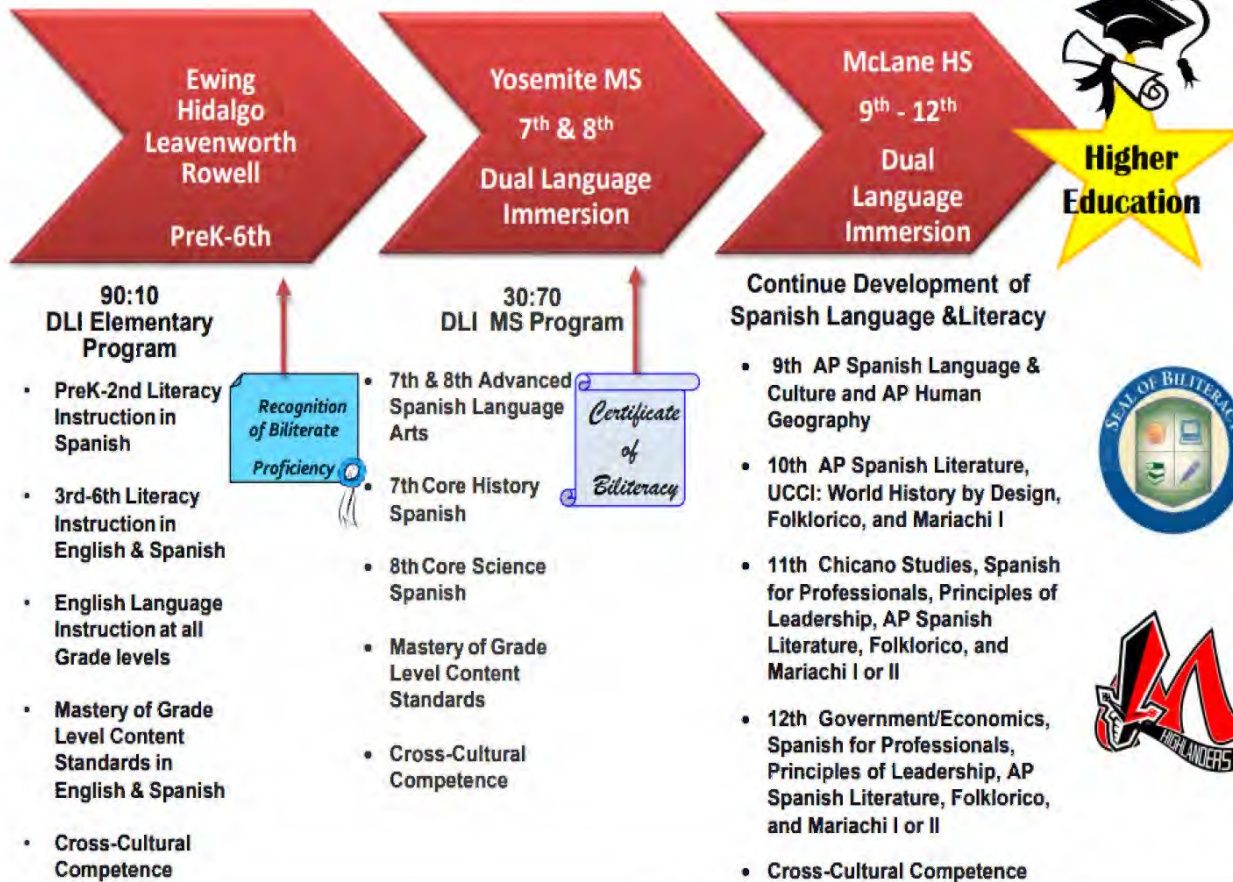


# PK-12 Spanish Pathway



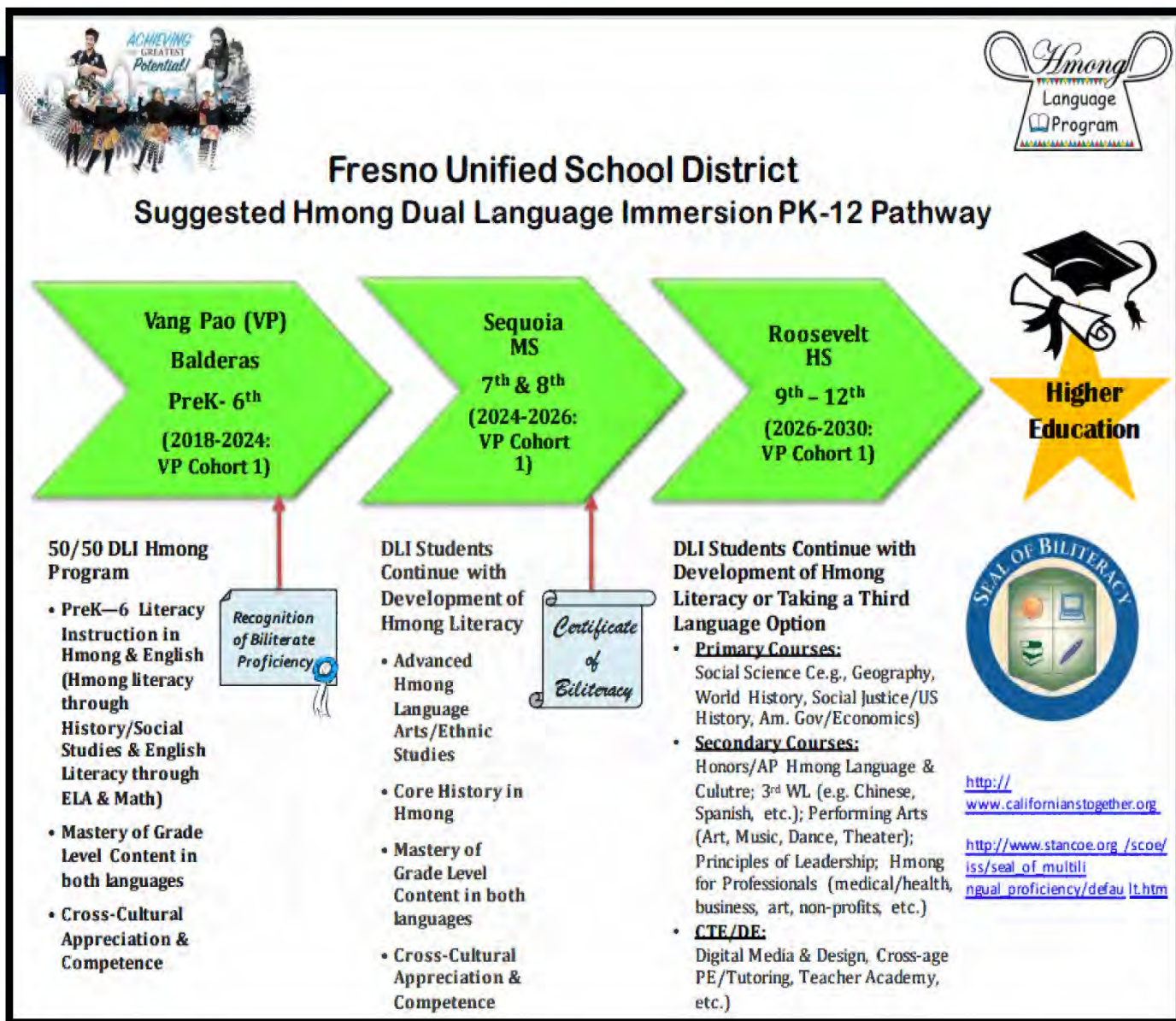
Multilingual & Multicultural Education  
English Learner Services

## Spanish Dual Language Immersion Pathway





# PK-12 Hmong DLI Pathway



# Professional Learning for Administrators

- Teachers
- Administrators
  - ▣ Principals
  - ▣ Vice-Principals
- Departments



## Dual Language Immersion Program Teacher, Principal, and Vice Principal PL/PLC Learning Schedule 2022-2023

**\*\*NEW DLI VP Support added this year!**

Principal DLI PLC Learning	Teacher DLI PLC Learning
<b>Wednesday, October 26, 2022</b> <ul style="list-style-type: none"> <li>Location: Leavenworth Elementary</li> <li>Time: 8:30-11:00</li> <li>Focus: Grounding, Celebrating, our DLI Growth, Classroom Instructional Walks using IPG, Reviewing DLI Essentials, Feedback, Collaboration, and Questions</li> </ul>	<b>Thursday, October 27, 2022</b> <ul style="list-style-type: none"> <li>Location: Leavenworth Elementary</li> <li>Time: 4:00-6:00</li> <li>Focus: Celebrating our DLI Program Growth, Revisiting DLI Essentials, Look-fors and Best Practices, Looking at the unique characteristics of our DLI Program</li> </ul>
<b>Wednesday, November 30, 2022</b> <ul style="list-style-type: none"> <li>Location: Rowell Elementary</li> <li>Time: 8:30-11:00</li> <li>Focus: TBD</li> </ul>	<b>Thursday, December 1, 2022</b> <ul style="list-style-type: none"> <li>Location: Rowell Elementary</li> <li>Time: 4:00-6:00</li> <li>Focus: TBD</li> </ul>
<b>Wednesday, January 25, 2023</b> <ul style="list-style-type: none"> <li>Location: Ewing Elementary</li> <li>Time: 8:30-11:00</li> <li>Focus: TBD</li> </ul>	<b>Thursday, January 26, 2023</b> <ul style="list-style-type: none"> <li>Location: Ewing Elementary</li> <li>Time: 4:00-6:00</li> <li>Focus: TBD</li> </ul>
<b>Wednesday, February 22, 2023</b> <ul style="list-style-type: none"> <li>Location: Burroughs Elementary</li> <li>Time: 8:30-11:00</li> <li>Focus: TBD</li> </ul>	<b>Thursday, February 23, 2023</b> <ul style="list-style-type: none"> <li>Location: Burroughs Elementary</li> <li>Time: 4:00-6:00</li> <li>Focus: TBD</li> </ul>
<b>Wednesday, March 29, 2023</b> <ul style="list-style-type: none"> <li>Location: Sunset Elementary</li> <li>Time: 8:30-11:00</li> <li>Focus: TBD</li> </ul>	<b>Thursday, March 30, 2023</b> <ul style="list-style-type: none"> <li>Location: Sunset Elementary</li> <li>Time: 4:00-6:00</li> <li>Focus: TBD</li> </ul>
<b>Wednesday, April 26, 2023</b> <ul style="list-style-type: none"> <li>Location: Calwa Elementary</li> <li>Time: 8:30-11:00</li> <li>Focus: TBD</li> </ul>	<b>Thursday, April 27, 2023</b> <ul style="list-style-type: none"> <li>Location: Calwa Elementary</li> <li>Time: 4:00-6:00</li> <li>Focus: TBD</li> </ul>

**\*\*ADDED support for VPs this year!**

*We are inviting our DLI VP team to attend the following learning sessions.*

Nov 2, 2022, 8:30-11:00 @ Roeding  
Feb 8, 2023, 8:30-11:00 @ Centennial  
April 12, 2023, 8:30-11:00 @ Wawona





# Professional Learning for Teachers...



## Dual Language Immersion Professional Learning/Professional Learning Community Teacher Meetings 2022-2023

Dear DLI Teachers,

We are excited to relaunch our DLI PL/PLC Teacher meetings. You are invited to join us and your colleagues to share best instructional practices in our DLI program and build coherence across our DLI program sites!

- All meetings will take place on **Thursday** evenings from 4:00-6:00 p.m.
- Supplemental pay at the supplemental rate will be provided.
- School site administrators and site leaders are invited but not required to attend.

*Save the Dates!*

Date	Location	Time	Topic	IAchieve #
October 27, 2022	Leavenworth	4:00-4:15 p.m. Welcome/ Refreshments 4:15-5:15 Whole Group PL 5:15-6:00 Class Visits	*Celebrating our DLI Program Growth *Revisiting DLI Essentials, Expectations, Look-fors and Best Practices *Looking at the Unique Characteristics of our DLI Program	34859
December 1, 2022	Rowell	4:00-4:15 p.m. Welcome/ Refreshments 4:15-5:15 Whole Group PL 5:15-6:00 Class Visits	To be determined using survey feedback	34861
January 26, 2023	Ewing	4:00-4:15 p.m. Welcome/ Refreshments 4:15-5:15 Whole Group PL 5:15-6:00 Class Visits	To be determined using survey feedback	34860
February 23, 2023	Burroughs	4:00-4:15 p.m. Welcome/ Refreshments 4:15-5:15 Whole Group PL 5:15-6:00 Class Visits	To be determined using survey feedback	34862
March 30, 2023	Sunset	4:00-4:15 p.m. Welcome/ Refreshments 4:15-5:15 Whole Group PL 5:15-6:00 Class Visits	To be determined using survey feedback	34863
April 27, 2023	Calwa	4:00-4:15 p.m. Welcome/ Refreshments 4:15-5:15 Whole Group PL 5:15-6:00 Class Visits	To be determined using survey feedback	34864





# DLI Family Conference - March 18



## Dual Language Immersion Family Conference

Saturday, March 18th, 2023  
8:00 AM - 12:30 PM  
Burroughs Elementary School

For families of students enrolled in  
FUSD's Spanish and Hmong Dual  
Language Immersion Programs

\*Workshops for Parents/Guardians

\*Enrichment Activities for Students PreK-6th

**REGISTER  
NOW**

Scan the QR Code to register



Check-in starts at 7:45 AM  
*Join us for breakfast!*



- Parent Workshops
- Children's Sessions



# World Language Offerings by Region

Language Offerings	Bullard Region	Edison Region	Fresno Region	Hoover Region	McLane Region	Roosevelt Region	Sunnyside Region
<b>Spanish I</b> <b>*also Spanish II</b>	Baird* Wawona* Tenaya* Bullard	Computech* Gaston* Edison	Cooper Fort Miller Fresno	Ahwahnee Tioga* Hoover	Scandinavian* McLane	Sequoia Tehipite Roosevelt	Kings Canyon Terronez Sunnyside
<b>Native Speakers</b> <b>Spanish I &amp; II</b>	Baird Wawona Bullard	Computech Gaston Edison	Cooper Fort Miller Fresno	Ahwahnee Tioga Hoover	Scandinavian Yosemite McLane	Sequoia Tehipite Roosevelt	Kings Canyon Terronez Sunnyside
<b>Hmong Heritage Speakers</b>	Bullard	Gaston Edison	Fresno	Hoover	McLane	Roosevelt	Sunnyside
<b>French</b>		Edison				Roosevelt	Sunnyside
<b>American Sign Language</b>				Hoover			
<b>AP Spanish Language</b>	Bullard	Edison	Fresno	Hoover	McLane	Roosevelt	Sunnyside
<b>AP Spanish Literature</b>		Edison	Fresno	Hoover	McLane	Roosevelt	Sunnyside
<b>Latin</b>			Fresno				
<b>Spanish Dual Immersion</b> <b>*Hmong DLI</b>	Wawona	Sunset	Roeding	Centennial	Ewing Hidalgo Leavenworth Rowell Yosemite	*Balderas Calwa Jackson Lane *Vang Pao Winchell	Burroughs Herrera
<b>German</b>	Bullard						



# Seal of Biliteracy in FUSD

State Seal of Biliteracy	Total Seals Issued:
2016-2017	568
2017-2018	615
2018-2019	631
2019-2020	653
2020-2021	755
2021-2022	552
2022-2023	<b>Goal: 19% (775 students)</b>


**California** Department of  
**EDUCATION**



• ENGLISH LEARNER SUPPORT DIVISION •

## THE CALIFORNIA STATE SEAL OF BILITERACY

**What is the State Seal of Biliteracy?**  
The State Seal of Biliteracy is a recognition by the State Superintendent of Public Instruction for graduating high school students who have attained a high level of proficiency in speaking, reading, and writing in one or more languages in addition to English. The State Seal of Biliteracy is marked by a gold seal affixed to the diploma or transcript.

**Where can I find more information about the State Seal of Biliteracy?**  
More information about the State Seal of Biliteracy is available on the California Department of Education State Seal of Biliteracy web page at <https://www.cde.ca.gov/sp/et/er/sealofbiliteracy.asp> or scan the QR code at the bottom of this poster.

 Follow us on Twitter: @MultilingualCA

### What are the requirements for earning the California State Seal of Biliteracy?

English proficiency, demonstrated by: + Second-language proficiency, demonstrated by: = 



Completing all English language arts (ELA) graduation requirements with a 2.0 grade point average (GPA) or above.

and



Passing the ELA California Assessment of Student Performance and Progress at the "standard met" level or above.

or

**Assessment (choose one)**



Passing an Advanced Placement (AP) exam with a three or above.

or

**Coursework**



Completing a four-year high school course of study in the language with a 3.0 GPA or above.

and



Demonstrating oral proficiency in the language.



Demonstrating English proficiency on the English Language Proficiency Assessments for California (ELPAC) and meeting all other requirements.

or



Passing an SAT II foreign language exam with a 600 or above.

Or passing a locally approved assessment that meets the rigor of an AP exam and tests all modalities of communication in the language.

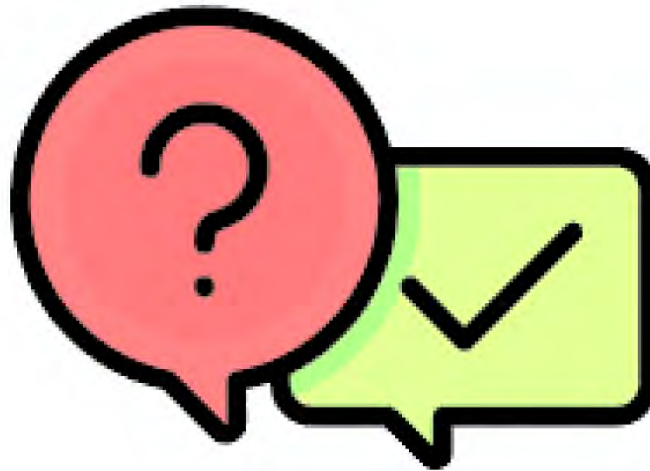
# New After School Heritage Language Programs

Year of Language Offering	Bullard Region	Edison Region	Fresno Region	Hoover Region	McLane Region	Roosevelt Region	Sunnyside Region
Year 1 2023-24	Lawless- Punjabi				Hidalgo Mixteco  Norseman Hmong	Balderas Hmong	Storey Punjabi
Year 2 2024-25	Powers- Spanish	Lincoln Spanish	Williams Arabic	Vinland Spanish	Mayfair- Spanish		Easterby Hmong  Olmos Spanish
Year 3 2025-26	Slater Spanish	Columbia Spanish	Fremont Spanish	Wolters Arabic	Turner Hmong	Yokomi Spanish  Webster Spanish	Aynesworth Spanish

# Projects in Collaboration and Partnership

- ❑ Systems Planning: new/expanded programs (2024- adding Birney)
- ❑ Human Resources Planning
  - ▣ HS Graduates with Seal of Biliteracy= Bilingual Certificate
- ❑ Transportation Department (2023-24 Proposal for DLI Sites)
- ❑ Teacher Development and University Partnerships
  - ▣ Credentialing for new teachers and pipelines/structures for teachers who need  
BCLAD/Foreign language credentials
- ❑ Community-Based Organization collaboration for after school programs

# Questions



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**AGENDA ITEM B-24a**

**AGENDA SECTION: B**

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

**ACTION REQUESTED: Ratify**

(Adopt, Approve, Discuss, Receive, etc.)

**TITLE AND SUBJECT:** Opportunity for Public Disclosure and Ratification of the 2022-2025 School Years Negotiated Collective Bargaining Agreement between Fresno Unified School District and Service Employees International Union, Local 521

**ITEM DESCRIPTION:** Included in the Board binders is a copy of the Tentative Agreement between Fresno Unified School District and Service Employees International Union, Local 521.

In accordance with Government Code 3547.5, all major provisions of collective bargaining agreements are to be presented at a public meeting of the public-school employer before the employer enters into written agreement with an exclusive representative.

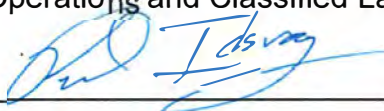
**FINANCIAL SUMMARY:** The estimated cost is included in the disclosure agreement.

**PREPARED BY:** Paul Idsvoog,  
Chief Operations and Classified Labor  
Management Officer

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

**CABINET APPROVAL:** Paul Idsvoog,  
Chief Operations and Classified Labor

**SUPERINTENDENT APPROVAL:**



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**TENTATIVE AGREEMENT**  
**Between The**  
**FRESNO UNIFIED SCHOOL DISTRICT**  
**And the**

**SERVICE EMPLOYEES INTERNATIONAL UNION, Local 521**  
**March 22, 2023**

The Fresno Unified School District ("District") and the Service Employees International Union, Local 521 ("SEIU") hereby enter into this Tentative Agreement in order to fully and finally resolve the parties' successor contract negotiations for the 2022-2023 school year.

**ARTICLE 1: AGREEMENT**

Tentative Agreement reached 11.22.22.

**ARTICLE 2: ANNUAL MEETING OF THE SERVICE EMPLOYEES INTERNATIONAL UNION AND THE FRESNO UNIFIED SCHOOL DISTRICT**

Status Quo.

**ARTICLE 3: SENIORITY**

Status Quo.

**ARTICLE 4: CALIFORNIA STATE DISABILITY INSURANCE**

Status Quo.

**ARTICLE 5: COMPLAINT PROCEDURE**

Status Quo.

**ARTICLE 6: COMPLETION OF MEET AND NEGOTIATION**

Status Quo.

**ARTICLE 7: CONCERTED ACTIVITIES**

Status Quo.

**ARTICLE 8: DISTRICT RIGHTS**

Status Quo.

## **ARTICLE 9: DRUG AND SCHOOL TESTING PROCEDURES**

Tentative Agreement reached 11.22.22.

## **ARTICLE 10: EDUCATION INCENTIVE**

Status Quo.

## **ARTICLE 11: EMPLOYEE EXPENSES AND MATERIALS**

A. Tentative Agreement reached February 15, 2023

## **ARTICLE 12: EMPLOYEE ORGANIZATION RIGHTS**

Status Quo.

## **ARTICLE 13: Employee Rights**

Tentative Agreement reached February 15, 2023.

## **ARTICLE 14: PROFESSIONAL LEARNING & EVALUATION**

Tentative Agreement reached 11.22.22

## **ARTICLE 15: GRIEVANCE PROCEDURE**

Tentative Agreement reached 11.22.22

## **ARTICLE 16: HOLIDAYS:**

Modify Article 16 as follows:

**Effective starting the 2022-2023 school year, add Juneteenth to the list of Scheduled Holidays.**

**Add the following to the end of Section 2:**

**Cesar Chavez:** A floating holiday in memory of Cesar Chavez will be provided to bargaining unit members to be taken ~~on non-student days (per article 37-6.D.)~~ **with ten business days of advance notice anytime of the year** prior to June 30 of each year **and will not be unreasonably denied.** The floating holiday will be discontinued if a scheduled holiday for Cesar Chavez is instituted. ~~If an employee is denied the request to take the holiday, he/she will be compensated at the same rate on the first full pay period after the holiday has commenced.~~ **All employees who that do not utilize the floating holiday by June 30<sup>th</sup> of each fiscal year will be compensated at the same rate for the floating holiday. on the first full pay period after the fiscal year date has commenced.**

## ARTICLE 17: HOURS

### ARTICLE 17 – HOURS

1. The regular workweek of a full-time unit member shall be forty (40) hours, and the regular workday shall be eight (8) hours. Employees shall receive as much time as possible but at least a two-week notice of any change in starting and/or quitting times or workdays, unless unexpected circumstances require such change, or it is mutually agreed to between the District and the employee/Union. The scheduling of the hours and the workdays shall be at the sole discretion of the District management. Prior to the mandatory changing of hours/days the District may offer the new scheduled changes to volunteers first. In the event the need is not filled by volunteers, the District may implement the necessary changes by assigning the least senior employee in the department/site to cover the change in scheduling.
2. Notwithstanding the first and seventh paragraphs of this article, the workweek for any unit member having an average workday of four (4) hours or more during the workweek shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the workweek at a rate equal to one-and-one half (1½) times the regular rate of pay of the employee designated by the District and authorized to perform the work.
3. All unit members who have a duty day of six (6) hours or more shall be entitled to a duty-free lunch period of thirty (30) minutes per day. If an employee is called back during lunch, employee and Site Administrator or designee shall jointly decide how to attain the time lost (i.e. Regular Pay or Overtime Pay, or Comp Time).
4. The scheduling of workdays shall be as established by the District.
5. **Holiday Eligibility:** All unit members shall be entitled to the paid holidays as listed in Article 16, Holidays, provided the unit members are in paid status during the working day immediately preceding or the working day succeeding the holiday.
  - A. Regular unit members, who are not normally assigned to duty during the holidays of December 25 and January 1, shall be paid for those (2) holidays provided that they were in paid status during the workday of their normal assignment immediately preceding or succeeding the holiday period.

- B. When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a unit member is required to work on any said holidays, ~~he/she~~ they shall be paid compensation, or given compensatory time off for such work in addition to regular pay received for the holiday, at the rate of time-and-one-half (1½) his/her regular pay.
6. **Rest Period:** All full-time bargaining unit member will be granted a paid rest period of fifteen (15) minutes after the second (2<sup>nd</sup>) and sixth (6<sup>th</sup>) hours of work as scheduled by the District. In addition to rest periods, all full-time bargaining unit members will be granted an unpaid duty-free lunch period of thirty (30) minutes by the 5<sup>th</sup> hour of work as scheduled by the District.
7. **Overtime:**
- A. The District will provide compensation or compensatory time off for overtime. The rate of pay or the number of compensatory hours off will be equal to one-and-one-half (1½) times the regular rate of pay for the number of hours worked for the unit member designated by the District and authorized to perform overtime. When the method of compensatory time off is used as an alternative to overtime compensation, it will be reflected on the employee's payroll check or another method such as Lawson that allows review of usage, accumulation, and distribution of the hours. The current site form used to request vacation hours will be amended to reflect the option of compensatory time for tracking purposes. Upon termination or resignation from the District, **all any accrued** compensatory time will be paid to the employee at the appropriate rate it was accumulated in the same manner as vacation hours.
- B. Overtime is any time required to be worked in excess of eight (8) hours in any one workday or any time in excess of forty (40) hours in any calendar week. This provision does not apply to unit member whose regular workday is less than eight (8) hours, or whose workweek is less than forty (40) hours. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off or other paid leave of absence, shall be considered as time worked by the unit member. The designation, authorization and allocation of any overtime shall rest solely with the District Management.

The District and the Union recognizes that mandatory overtime is not desirable and represents a burden on the Employee. Acceptance of overtime and shifts beyond the Employee's schedule shall be voluntary and in accordance with state law or regulations, except where an internal or external emergency declared by state, local or federal government or declared by the administrator on duty. An external or internal emergency, for the purposes of this section, is defined as an unexpected situation of sudden occurrence of a serious and urgent nature that demands immediate attention, such as an unpredictable or unavoidable occurrence at unscheduled or unpredictable intervals relating to natural disasters, situations of mass casualties or an internal emergency endangering students or employees such as fire, structural collapse, bomb threats, hazardous material spills or any other unanticipated event that would result in the safety of students or employees injured.

The allocation of planned overtime shall be distributed by seniority at each site/department on a rotating basis. Permanent and Probationary District employees will be offered overtime work before substitutes or extra help with equity among permanent and probationary District employees before substitutes or extra help. Each site/department shall post the seniority list which will also list who worked the overtime and who rejected the extra work. This list shall include the date(s) and hour worked and will also show who is next on the overtime list. The site/department will maintain an availability list and will attempt to cover any additional hours from such list, subject to competency, in accordance with the steps below. Regular Full-time Employees will be placed on the availability list to be selected in seniority order using their date of hire within the site/department. Part-time Employees will be placed on the availability list after all Regular Full-time.

- C. Availability List: The worksite/classification specific volunteer availability list will be posted and maintained by employees in the school/worksite or the managing office, whichever is appropriate. Employees will be responsible to maintain the accuracy of their availability and desire to be considered for additional hours.
- D. Straight Time: Additional hours shall first be offered on a rotational basis beginning with the most senior employee from the volunteer availability list who has the necessary competency and whose acceptance of such additional hours will not result in overtime. Straight time hours will be distributed ~~stating~~ starting with the senior-most volunteer and continue down the seniority list, so that no employee works more than one additional shift without all employees on the list offered the opportunity to work an additional shift. If the senior-most competent volunteer is not available, the Employer will proceed down the list in seniority order until the additional straight time hours are covered.

- E. Overtime: If the Employer is unable to cover the additional hours without incurring overtime, then such additional overtime hours will be offered on a rotational basis beginning with the most senior employee from the availability list who has the necessary competency. If the senior-most competent volunteer is not available, the Employer will proceed down the seniority list, so that no employee works more than one additional overtime shift without all employees on the list offered the opportunity to work an additional overtime shift.

**\*\*Transportation will follow the process defined below. is excluded from this practice.**

**Transportation will distribute overtime with the following language:**

- F. Scheduled/Predictable Overtime: For overtime/additional hours that arise 24 hours or later from the time of its occurrence, **the additional overtime hours as defined in this section, will be posted in bus drivers breakroom by 12:00 pm at least the day before.** The Transportation Department will distribute the overtime hours on a rotational basis beginning with the most senior employee from the availability list who has the necessary competency **to perform the duties.** If the senior-most competent volunteer is not available, the Employer will proceed down the seniority list, so that no employee works more than one additional overtime shift without all employees on the list offered the opportunity to work an additional overtime shift.
- **Once a driver has accepted and been scheduled a “predictable” overtime shift for a specific date, they will be placed at the bottom of the “emergent” (daily) availability list on the same date.**
  - **In the event a driver that has accepted and been scheduled a “predictable” overtime shift for a specific date and cancelled their assigned shift on the day it is assigned, they will not be eligible to sign up for the “emergent” (daily) availability list on that date.**
  - **For trips scheduled on Weekends (Saturday & Sunday), the department will post the available additional overtime hours no later than 12:00 pm on the Thursday preceding the scheduled need.**
  - **The daily distribution and turndown assignments of overtime records will be maintained by the Transportation Department (“Department”). The Department will utilize an excel spreadsheet that documents the date an employee has accepted an overtime shift and if refused, the department will maintain records of incoming trips that qualify for the unscheduled/emergent and scheduled/predictable distribution list, to include documenting the date and time the trip was received from the originating site and will update the list on a**



daily basis, in addition the department will document a date of acceptance or refusal.

- In addition, the district will require employees to sign a form that they received or turned down the offer of overtime and maintain these records for six months.
- A copy of the excel spreadsheet Documentation will be sent to the Union at the end of each month or as requested by the Union.

Unscheduled/Emergent Overtime/Additional Hours: For unpredictable occurrences such as sick call, bus malfunctions, or other unanticipated occurrences where there is an emergent need to staff overtime/additional hours within twenty-four (24) hours of its occurrence these hours will be distributed from the daily availability list as follows:

- on a rotational basis beginning with the most senior employee from the daily availability list who has the necessary competency to perform the duties, drivers that have accepted a Scheduled/Predictable Overtime assignment on the same day will be placed at the bottom of the list. as long as they don't have a scheduled /predictable overtime/additional hours on the same day.
- If the senior-most competent volunteer is not available, the Employer will proceed down the seniority list of volunteers, so that no employee (who does not have a conflicting assignment/drive time) works more than one additional overtime shift without all employees on the daily availability list offered the opportunity to work an additional overtime shift.
- In the event that the District still requires additional coverage to fulfill the remaining available overtime needs, they will solicit volunteers from the "Scheduled/predictable Overtime" list by Seniority allowing a driver to have a second trip, until the needs of the department have been met.

#### G: Team Driver Assignment Incentive:

Each High School will have one (1) Team Driver assigned to it. Team Driver's will be selected by asking each Driver (by seniority ranking), until one (1) driver accepts the offer.

The Team Drivers assignment shall be regular season are strictly athletics sports only and will stay with their individual team assignments. Exceptions could be: Time factors (including on duty hours) and geographic locations. Team Drivers may select one sports team per season to be the Team Driver for tournaments and post-season sports. All other tournaments and post-season sports shall be assigned through predictable/scheduled and/or unpredictable/emergent procedures in this Article.



As available, Team Drivers will be provided with an advance list of all available ~~athletics~~ sports for their assigned high school, ~~for the upcoming week by 8am Thursday~~ and choose which trips they will select to keep ~~for the week by 8am Friday~~. The trips that are turned down will be added to the scheduled/predictable list for distribution ~~on Monday~~.

~~(The past practice of Team Drivers who are assigned to team sports shall remain in an overtime pool amongst themselves. and may be included in both pools).~~

8. **Adjustment of Assigned Time:** Any employee in the bargaining unit who is required to work an average of thirty (30) minutes or more per day in excess of his/her ~~the employee's~~ regular part time assignment for a period of twenty (20) consecutive working days or more shall have their assignment adjusted upward to reflect the longer hours, effective with the next pay period.

- A. **Alternative Work Week:** The District will not implement either ten (10) or twelve (12) hour shifts in any unit without written notification to the Union.

9. **Overtime Pay/Compensatory Time Off**

- A. Bus drivers may accumulate up to a maximum of one hundred sixty (160) hours of overtime pay/compensatory time off as computed per this article for use as time off subject to approval by management. Once the maximum allowed hours of Compensatory Time Off have been accumulated, the District will pay-overtime at a rate equal to one-and-one half (1½) times the regular rate of pay of the employee designated by the District and authorized to perform the work. Time off may be taken when school is not in session subject to the approval of management for twelve (12) month employees. In the event of twelve (12) month employee has been denied vacation time to deplete their Overtime Pay/Compensatory Time Off, all Overtime Pay/Compensatory Time will be paid out to the employee on the first full payroll period in August of each year. For 10-month employees, all Overtime Pay/Compensatory time will be paid out to the employees at the end of their 10-month assignment under the same process as their vacation accrual distribution.

B. Custodians, and gardeners may accumulate up to a maximum of eighty (80) hours overtime pay/compensatory time off as computed per this article for use as time off during school summer vacation subject to approval by management. Once the maximum allowed hours of Compensatory Time Off have been accumulated, the District will pay overtime at a rate equal to one-and-one half (1½) times the regular rate of pay of the employee designated by the District and authorized to perform the work.

C. Warehouse persons may accumulate up to a maximum of eighty (80) hours of overtime pay/compensatory time off as computed per this article for use throughout the school year as time off subject to approval by management. This time off will be allowed if it is considered by management to be operationally feasible. The feasibility as determined by management is not grievable under the Grievance Procedure Article. Time off may be taken when school is not in session subject to the approval of management for twelve (12) month employees. In the event a twelve (12) month employee has been denied time off to deplete their Overtime Pay/Compensatory Time Off, all Overtime Pay/Compensatory Time will be paid out to the employee on the first full payroll period in August of each year.

~~Delay in Overtime Pay Payroll Errors: Classified employees that do not receive their report a discrepancy in overtime pay to Payroll department should be paid on the next pay period and a written notice of the error should be provided to the employee. after they have reported the short payment to payroll, the District will issue the overtime payment to the employee within forty eight (48) hours of when the complaint was filed.~~

D. Overtime, Reimbursements and Payroll Errors: The District will make every reasonable effort to pay overtime, reimbursements and verified payroll errors by the next pay period. Any delay in excess of two pay periods is subject to the grievance article.

10. **Early Shifts:** Any custodial shift that starts between 12:30 p.m. and 4:00 p.m. will be filled by a list of volunteers strictly by seniority.

11. **Minimum Call-in and Call-back Time:** Any employee called in to work on a day when the employee is not scheduled to work, and any employee called back to work after he/she they has have completed his/her their regular assignment/**contract time**, shall be compensated at least two (2) hours of work at the overtime rate.

- A. Call Up: Any employee contacted by email, telephone or text about work, with the exception for contacts pursuant to scheduled/predictable and/or on emergent assignment(s), from a coworker or dispatcher or supervisor when and said employee responds to the call or text and is not on duty for FUSD, shall be compensated at a rate of one-half (1/2) hour per call, or actual time if the call is longer than one-half (1/2) hour, based on the employee's regular hourly rate. If the call results in the employee working more than eight (8) hours in the day or forty (40) hours in the week, the employees shall be compensated at the overtime rate. The employee will submit a form to supervisor for compensation.
12. Except for operational needs and student safety, within the classification The District will assign all work assignments, Driver Routes, and new equipment/vehicles distribution, by bargaining unit seniority as defined in this Agreement per Article 3, Seniority. Student safety issues will be reviewed by the Routing Committee.
- Management will inform Employees in Grounds and Warehouse when work assignments become available, to allow interested employees to sign up for selection. Work Assignments on an open position(s), will be made by Seniority to the most senior employee with the qualifications required for the position. The parties recognize that from time to time issues may arise not covered by this agreement and agree that if seniority can resolve the issue it may will be applied as a resolution.
13. Any temporary openings in positions which are more than four (4) hours will be offered by seniority to permanent Union members who are within the same classification but who are working less than four (4) hours. This shall be site and/or department specific and will be done without a change to that employee's current benefit status. If there are no employees meeting those qualifications at the site/department or wanting the increased hours of work, the District will offer the hours to other sites/departments with permanent Union members who are within the same classification but are working less than four (4) hours. If there are no employees meeting those qualifications at other sites/departments within the same classifications or wanting the increased hours of work, the District will offer the hours to other sites/departments with lower grade or classification permanent Union members but are working less than four (4) hours. If there are no employees meeting those qualifications or wanting the increased hours of work, the District may elect to fill the position with a substitute worker until the position is advertised and the interview process is completed. When a substitute employee is used to fill said position, the District shall notify the Union prior to that employee beginning work.

#### 14. TRANSPORTATION ASSIGNMENTS, ROUTE BIDDING, & HOURS & OVERTIME



A. DEFINITIONS. For purposes of this section (14.) the following definitions apply:

1. "Assignments:" means any scheduled work issued by the Director of Transportation or designee to qualified bus drivers within their job description and contracted time, and assigned per Section 12 of this Article as well as Transportation Route Bidding.
2. "Trips:" means additional driving assignments outside of bus drivers' contracted time (i.e. overtime and additional hours).

14. B. ASSIGNMENTS-- TRANSPORTATION ROUTE BIDDING [Moved from Article 32 to 17]

A. Notification of Route Assignment: The Transportation Department shall notify each employee and the Union of the date for the route bidding, thirty (30) days prior to the start of the school year.

1. Process

a. Routes shall be posted in the Transportation Office Break Room at least twelve (12) business days prior to the start of the new school year for bus driver review. The Routes shall reflect an eight (8) hour scheduled day with any stand-by/open time included in the Routes being bid on. Bus Drivers are expected to be available and must accept additional assignments for that fall within their 8 hours of contracted time on a daily basis. Assignments will not force employees into overtime.

b. Drivers shall select their routes seven (7) business days prior to the start of the new school year. Drivers will paid two (2) hours of their regular rate of pay. Any bid rejected by management will be explained to the individual driver and at that point the driver shall receive five (5) additional minutes for route selection.

c. The Union shall may be present during the route bidding process.

1. The bidding process will be at five (5) minute intervals beginning with the most senior person in that FTE classification.



2. Absentee Bid – Any employee who is unable to submit their bid in person may give a proxy letter allowing another person to select a route for the employee. This process is not grievable.
3. Reassignment – Fresno Unified reserves the right to add, delete and/or remove individual stops from a route to accommodate, student safety and/or as a result of disciplinary action.
4. After consulting with the Routing Committee, routes may be adjusted due to site requests, lack of ridership, and/or should the estimated route times not reflect the actual time the route takes.
  - a. The Routing Committee shall consist of five members selected by SEIU who meet with management's designated representatives. Routing Committee members are paid their regular hourly rate for time served on the Routing Committee.
5. Drivers that have been removed from a route for reasons of progressive discipline will be disallowed from bidding on said route for the current and following school year, twelve (12) months provided that there has been no additional performance/progressive disciplinary action taken within the twelve (12) month period.
6. Unassigned Routes and route openings— Any remaining unassigned and route openings may be altered and assigned by management, routes will be assigned within the employees FTE classification. These assignments shall not be grievable.
7. Route Openings – Following this process, if a route becomes open for any reason, it shall be posted and offered to the next most senior individual within the FTE classification. Routes that become vacant through this process will be offered up to two times by seniority and then assigned by Management.
8. Flex Time – Unscheduled Assignments/Work – When there is a need to staff assignments/work within an employee's regular contracted day, the Director of Transportation or Designee will assign based on driver availability. The parties agree that this reintroduces the "Flex Time allows the District to assign assignments/work to employees between the start and end of an employee's regularly contracted time.

## 2. CTrips



~~1. Trips are assigned by the Trip sign-up list by order of seniority. Bus drivers must sign up for Trips at the beginning of the year when Fall route bidding is conducted.~~

~~a. Scheduled/Predictable Trips: For Trips that arise 24 hours or more from the time of its occurrence the Transportation Department will assign the Trips on a rotational basis in order of seniority who has the necessary competency. If the senior most competent volunteer is not available, the District will proceed down the seniority list, so that no employee works more than one additional Trip without all employees on list offered the opportunity to work an additional Trip.~~

~~b. (The past practice of Team Drivers who are assigned to team sports shall remain in the Team Driver Trip list amongst themselves and may be included in both the Team Driver list and the Trip list). Team Drivers shall be eliminated based on attrition. [Should discuss whether the Team Driver list should be eliminated.]~~

~~2. Unscheduled/Emergent Overtime/Additional Hours: For unpredictable occurrences such as sick call, bus malfunctions, or other unanticipated occurrences where there is an emergent need to staff overtime/additional hours withing twenty four (24) hours of its occurrence these hours will be distributed from the daily availability list.~~

#### D. Weekends

~~1. Weekend Trips are assigned from the Trip sign-up list by order of seniority. Weekend Trips, Holiday Trips and Trips during the week do not have a separate rotation.~~

#### E. VEHICLE **BUS** PARK-OUTS

##### Section 1 – “PARK-OUT” DEFINED

A “Park-Out” shall define a situation in which an employee requests to keep the bus assigned to the employee during their daily down time. The Bus Driver will return the bus to the yard at the end of their shift.

##### Section 2 – DESIGNATION OF “PARK-OUT”

The District shall unilaterally designate a “Park-Out” as long as the bus remains within the District Boundaries. This seems The District will decide this question in each instance, exercising its honest business judgment as to the economics, vehicle security



and other relevant factors, but it may also consider the wishes of an employee. If an employee loses the "Park-Out" privilege, they can request to meet with the Transportation Director to Appeal the decision.

ARTICLE 18: Tentative Agreement Reached January 31, 2023

## ARTICLE 19: MISCELLANEOUS PROVISIONS

Tentative Agreement reached 11.22.22.

## ARTICLE 20: NONDISCRIMINATION

Tentative Agreement reached 11.22.22.

## ARTICLE 21: OVERPAYMENT

Status Quo

## ARTICLE 22: PAYROLL DEDUCTIONS

Status Quo.

## ARTICLE 23: PROGRAM IMPLEMENTATION

Status Quo.

## ARTICLE 24: PROMOTION

Modify Article 24 as follows:

Promotions within the bargaining unit shall be based on fair and objective criteria. The District will not change procedures used in the promotional process without discussions with the Union. The Union shall be invited ~~and must be included~~ to participate on the interview panel **at least 3 days prior to the interviews and at least 4 days when possible. The interview panel shall be made up of three four members, as structured by which will include** the hiring manager ~~to~~ **and include** one (1) designated representative of the Union chosen by the Union **if available**, one (1) designated representative of management, and one (1) designated supervisor from the classification being interviewed. The panel members shall serve as unbiased and objective members who shall make a ranked recommendation to the hiring manager who shall make the final decision pursuant to Article 8, Section 1.

**A. Order of Applicant Consideration:** Applicants shall be considered for interview in the following order:

B. **First:** Permanent bargaining unit members who meet the established qualifications shall be interviewed in groups of 15 or until a selection has been

made. Once the top three (3) candidates have been ranked by the interview committee, a selection of one (1) of those three (3) candidates shall be selected by the Hiring Manager **except under any of the following conditions:**

1. **There are less than 5 candidates**
2. **The top 3 candidates have formal disciplinary action (Letter of Reprimand, Memo of Concern or greater) or negative evaluation in the past 24 months**
3. **Are in the bottom 20% of attendance of the unit**
4. **Has been previously released from the position for which the candidate is interviewing**

~~If there are no applicants in the first step~~ If no selection has been made in the first step, then the interview process proceeds to step 2.

- C. **Second:** Probationary bargaining unit members who meet the established qualifications will interview in groups of 15 or until a selection has been made. Once the top three (3) candidates have been ranked by the interview committee a selection of one (1) of those three (3) candidates may be selected by the Hiring Manager. If no selection has been made or there are no applicants in the second step, then the interview process proceeds to step 3.
- D. **Third:** The most senior Substitute Custodians that applied will be placed by seniority into open entry level custodian positions that are not filled by the first and second step.
- E. **Fourth:** Non-bargaining unit members who meet the established qualifications (e.g., CSEA, Trades and others) shall be granted an interview.
- F. The District will permit an employee to return to their former classification if the employee and the Division of HR/LR agree to do so within thirty (30) calendar days after acceptance of the new work assignment.

2. **“Acting” Plant Coordinator I:**

Time served as an “Acting” Plant Coordinator I will not be credited toward the requirements of serving one year as a Plant Coordinator I to meet the qualifications for a promotion, unless the applicant has served at the same site as an “Acting” Plant **eCoordinator I** for a minimum of one year. Two months of continuous service as an “Acting” Plant Coordinator I will be ~~continued~~ **credited** toward the accumulation of one year’s experience.

**2a 3. “Acting” Plant Coordinator II:**

**Time served as an “Acting” Plant Coordinator II will not be credited toward the requirements of serving one year as a Plant Coordinator II to meet the**

qualifications for a promotion, unless the applicant has served at the same site as an "Acting" Plant eCoordinator II for a minimum of one year. Two months of continuous service as an "Acting" Plant Coordinator II will be credited toward the accumulation of one year's experience. Employee must be a Plant Coordinator I for two (2) years prior to being eligible for the "Acting" Plant Coordinator II eligibility list. Only employees in Plant Coordinator I positions accrue credit for Plant Coordinator II experience.

5. Bargaining unit members shall have equal opportunity for intra-departmental cross training for higher classifications or to expand their skills in their current classifications. The District will provide a copy to the Union of the list of employees that have signed up for intra-departmental cross training quarterly upon request.
6. As an opportunity for career advancement, the Transportation Department may select SEIU members to train as Bus Drivers at their then current daily rate including overtime if applicable. Permanent employees will receive training only outside of their normal work hours. Substitute employees are also eligible. Transportation retains the right to select SEIU members for training as Bus Drivers. The District will reimburse bus drivers for their required first aid and CHP training.

Remainder of Article 24 to stay status quo.

#### **ARTICLE 25: RECOGNITION**

Tentative Agreement reached 11.22.22.

#### **ARTICLE 26: REEMPLOYMENT**

Status quo.

#### **ARTICLE 27: SAFE AND DRIVING & ACCIDENT FREE INCENTIVE**

**Modify Article 27 as follows:**

1. District permanent employees who are obligated to maintain a school bus driving certificate pursuant to their job description, while being employed within the Transportation Department, have operated a District bus for five (5) consecutive years without a documented accident for which they are at fault, will be in entitled to a five percent (5%) salary increase beginning July 1 of the following year. ~~their fifth (5<sup>th</sup>) year of bus driving.~~ This incentive will only be pensionable for CalPERS classic members. Any employee hired after 01/01/2013 is considered a PEPR member and this pay will not be pensionable.

If the employee maintains a Safe Driving record with no chargeable at fault accidents:

- For five (5) more consecutive years equaling ten (10) years, they will receive an additional five percent (5%) towards their continued safe driving incentive beginning July 1 the following ~~tenth~~ year.
- If the employee ~~following their tenth year of service~~ maintains a safe driving record for five (5) more years with no chargeable accidents equaling fifteen (15) years, they will receive an additional five (5%) towards their continued safe driving incentive beginning July 1 the following ~~fifteenth~~ year.

It is the responsibility of the employee to submit a written request to the Director of Transportation prior to April 1 preceding the year in which the employee believes they are entitled to receive the incentive. ~~No application will be honored retroactively.~~ **Safe driving incentives are based on percentages from the salary schedule and do not compound.** If at any time after qualifying for the incentive while operating a District bus is involved in a second accident for which they are determined to be at fault, the (5%), (10%) OR (15%) incentive will be reduced by five percent (5%) on the next July 1. After two (2) years of accident free driving, the five percent (5%) incentive will revert to the previous percentage prior to the reduction for qualified drivers the following July 1. It is the responsibility of the employee to submit a written request to the Director of Transportation prior to April 1 preceding the year in which the employee believes they are entitled to receive the incentive. ~~No application will be honored retroactively.~~

**2. By July 1, 2024, Bus Drivers in the Senior Bus Driver position shall be paid 5% over the 15% incentive.**

~~The District will utilize a relief driver for training purposes on out of town and mountain trips.~~

3. **CHP Classroom Hours for Bus Drivers:** The District agrees to pay Bus Drivers ~~a stipend equal to Step 1~~ **their regular rate of pay** of the salary schedule for every hour, up to a maximum of ten (10) hours, outside of their normal duty day that is certified toward their annual CHP classroom hours. Payment will be received in the pay period immediately following their birthday.

## **ARTICLE 28: SAFETY CONDITIONS**

Tentative Agreement reached January 31, 2023.

## **ARTICLE 29: SALARY:**

1. **2022-2023: The parties agree that based on the following contingency language, the Salary Schedule for 2022-2023 may be increased as set forth below:**

- 1.1. **If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$23,792,503 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1% increase to all Classified Salary Schedules effective July 1, 2022.**



- 1.2.If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$26,689,116 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1.5% increase to all Classified Salary Schedules effective July 1, 2022.
- 1.3. If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$29,585,730 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.0% increase to all Classified Salary Schedules effective July 1, 2022.
- 1.4. If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$32,477,180 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.5% increase to all Classified Salary Schedules effective July 1, 2022.
- 1.5.If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are \$35,373,793 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 3.0% increase to all Classified Salary Schedules effective July 1, 2022.
- 1.6.These contingencies are not cumulative. The Parties agree that for purposes of determining the first interim 2022-2023 LCFF Revenue Limit Sources, "Line A.1" on the following: (1) the COLA utilized shall be as set forth in the State's Final Adopted Budget as of June 30, 2022; (2) the District's 3-year rolling average Unduplicated Pupil Percentage shall be based on the most recently certified CalPADS report (January 2022); and, (3) shall utilize ADA as included in the 2021-2022 "Second Principal Apportionment Report" (P-2) to the California Department of Education. The parties agree that the attached Fair Share Calculation shall be used to determine the salary increases in the above contingency language. The Fair Share Calculation is based on the 20/21 LCFF funding formula for 2022-2023 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.
- 1.7.In addition to the Classified Salary Schedule increase set forth above, the parties agree that if additional one-time funding sources allowable for one-time salary payments are included in the 2022-2023 first interim above the 2021-2022 unaudited actuals by \$2,900,000, all bargaining unit members employed on the date this agreement is ratified by both parties shall receive a one-time, off schedule payment of one-half percent (.5%) of base salary based on the 2021-2022 salary schedule. The Fair Share Calculation is based on the 20/21 LCFF funding formula for 2022-2023 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.
- 1.8.The parties agree to enter into a side letter to provide additional contingency language for 2022-2023 that would provide for additional salary schedule increases in increments of 1.0% for each \$20 million in additional LCFF Revenue Limit



Sources (Line A.1) over \$35,373,793 for 2022-2023. The Fair Share Calculation is based on the 20/21 LCFF funding formula for 2022-2023 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

2. 2023-2024: The parties agree that based on the following contingency language, the Salary Schedule for 2023-2024 may be increased as set forth below:

2.1. If the District's 2023-2024 first interim LCFF Revenue Limit Sources (Line A.1.) for 2023-2024 are \$21,635,215 above the 2022-2023 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1% increase to all Classified Salary Schedules effective July 1, 2023.

2.2.If the District's 2023-2024 first interim LCFF Revenue Limit Sources (Line A.1.) for 2023-2024 are \$25,112,975 above the 2022-2023 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1.5% increase to all Classified Salary Schedules effective July 1, 2023.

2.3. If the District's 2023-2024 first interim LCFF Revenue Limit Sources (Line A.1.) for 2023-2024 are \$28,585,360 above the 2022-2023 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.0% increase to all Classified Salary Schedules effective July 1, 2023.

2.4. If the District's 2023-2024 first interim LCFF Revenue Limit Sources (Line A.1.) for 2023-2024 are \$32,063,120 above the 2022-2023 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.5% increase to all Classified Salary Schedules effective July 1, 2023.

2.5.If the District's 2023-2024 first interim LCFF Revenue Limit Sources (Line A.1.) for 2023-2024 are \$35,540,880 above the 2022-2023 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 3.0% increase to all Classified Salary Schedules effective July 1, 2023.

2.6.These contingencies are not cumulative. The Parties agree that for purposes of determining the first interim 2023-2024 LCFF Revenue Limit Sources, "Line A.1" on the following: (1) the COLA utilized shall be as set forth in the State's Final Adopted Budget as of June 30, 2023; (2) the District's 3-year rolling average Unduplicated Pupil Percentage shall be based on the most recently certified CalPADS report (January 2023); and, (3) shall utilize ADA as included in the 2022-2023 "Second Principal Apportionment Report" (P-2) to the California Department of Education. The parties agree that the attached Fair Share Calculation shall be used to determine the salary increases in the above contingency language. The Fair Share Calculation is based on the 22/23 LCFF funding formula for 2023-2024 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.



- 2.7. In addition to the Classified Salary Schedule increase set forth above, the parties agree that if additional one-time funding sources allowable for one-time salary payments are included in the 2023-2024 first interim above the 2022-2023 unaudited actuals by \$3, 500,000, all bargaining unit members employed on the date this agreement is ratified by both parties shall receive a one-time, off schedule payment of one-half percent (.5%) of base salary based on the 2022-2023 salary schedule. The Fair Share Calculation is based on the 22/23 LCFF funding formula for 2023-2024 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.
- 2.8. The parties agree to enter into a side letter to provide additional contingency language for 2023-2024 that would provide for additional salary schedule increases in increments of 1.0% for each \$20 million in additional LCFF Revenue Limit Sources (Line A.1) over \$ 35,540,880 for 2023-2024. The Fair Share Calculation is based on the 22/23 LCFF funding formula for 2023-2024 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.
3. 2024-2025: The parties agree that based on the following contingency language, the Salary Schedule for 2024-2025 may be increased as set forth below:
- 3.1. If the District's 2024-2025 first interim LCFF Revenue Limit Sources (Line A.1.) for 2024-2025 are \$19,597,107 above the 2023-2024 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1% increase to all Classified Salary Schedules effective July 1, 2024.
- 3.2. If the District's 2024-2025 first interim LCFF Revenue Limit Sources (Line A.1.) for 2024-2025 are \$23,103,802 above the 2023-2024 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1.5% increase to all Classified Salary Schedules effective July 1, 2024.
- 3.3. If the District's 2024-2025 first interim LCFF Revenue Limit Sources (Line A.1.) for 2024-2025 are \$26,610,497 above the 2023-2024 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.0% increase to all Classified Salary Schedules effective July 1, 2024.
- 3.4. If the District's 2024-2025 first interim LCFF Revenue Limit Sources (Line A.1.) for 2024-2025 are \$30,112,267 above the 2023-2024 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.5% increase to all Classified Salary Schedules effective July 1, 2024.
- 3.5. If the District's 2024-2025 first interim LCFF Revenue Limit Sources (Line A.1.) for 2024-2025 are \$33,614,037 above the 2023-2024 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 3.0% increase to all Classified Salary Schedules effective July 1, 2024.



**3.6. These contingencies are not cumulative. The Parties agree that for purposes of determining the first interim 2024-2025 LCFF Revenue Limit Sources, "Line A.1" on the following: (1) the COLA utilized shall be as set forth in the State's Final Adopted Budget as of June 30, 2024; (2) the District's 3-year rolling average Unduplicated Pupil Percentage shall be based on the most recently certified CalPADS report (January 2024); and, (3) shall utilize ADA as included in the 2023-2024 "Second Principal Apportionment Report" (P-2) to the California Department of Education. The parties agree that the attached Fair Share Calculation shall be used to determine the salary increases in the above contingency language. The Fair Share Calculation is based on the 22/23 LCFF funding formula for 2024-2025 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.**

**3.7. In addition to the Classified Salary Schedule increase set forth above, the parties agree that if additional one-time funding sources allowable for one-time salary payments are included in the 2024-2025 first interim above the 2023-2024 unaudited actuals by \$3,500,000, all bargaining unit members employed on the date this agreement is ratified by both parties shall receive a one-time, off schedule payment of one-half percent (.5%) of base salary based on the 2023-2024 salary schedule. The Fair Share Calculation is based on the 22/23 LCFF funding formula for 2024-2025 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.**

**3.8. The parties agree to enter into a side letter to provide additional contingency language for 2024-2025 that would provide for additional salary schedule increases in increments of 1.0% for each \$20 million in additional LCFF Revenue Limit Sources (Line A.1) over \$ 33,614,037 for 2024-2025. The Fair Share Calculation is based on the 22/23 LCFF funding formula for 2024-2025 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.**

- 4. In addition to the contingency formulas proposed above, all bargaining unit members employed on the date this agreement is ratified by both parties shall receive a one-time, off schedule payment of \$5,000 of their base salary prorated based on an employee's FTE payable before July 1. Employees hired after July 1, 2022 shall receive the one-time payment prorated according to the percentage of duty year worked. Substitute Custodians shall receive the one-time payment prorated according to hours worked on a 261 day duty year.**

**Remainder of Article 29 to stay status quo.**

## **ARTICLE 30: HEALTH & WELFARE BENEFITS**

**Tentative Agreement reached March 3, 2023**

## **ARTICLE 31: SAVINGS PROVISION**

**Status Quo.**

## **ARTICLE 32: REDUCTION IN FORCE**

Tentative Agreement reached January 31, 2023

## **ARTICLE 33: SUPPORT OF AGREEMENT**

Tentative Agreement reached January 31, 2023

## **ARTICLE 34: SUSPENSION OF BUS DRIVER LICENSE**

Status Quo.

## **ARTICLE 35: TERM**

Tentative Agreement reached 11.22.22.

## **ARTICLE 36: TRANSFER**

Tentative Agreement reached 11.22.22.

## **ARTICLE 37: VACATION ALLOWANCE**

Status Quo

## **ARTICLE 38: WORK OUT OF CLASS**

Tentative Agreement reached March 3, 2023.

## **ARTICLE 39: SUBSTITUTE CUSTODIANS**

Tentative Agreement reached March 3, 2023

## **OTHER PROVISIONS**

Tentative Agreement reached 11.22.22.

## **ARTICLE TBD: CUSTODIAL AND GROUNDS OVERSIGHT COMMITTEES**

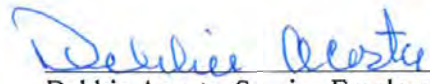
**The parties agree to establish oversight committees for custodial and grounds during the term of the Agreement comprised of four members appointed by SEIU and four members appointed by management which shall meet on sites identified by the District as needed in order to develop collaborative solutions to custodial and grounds needs identified by the District.**

**ALL OTHER TERMS AND CONDITIONS OF THE 2019-22 AGREEMENT SHALL REMAIN STATUS QUO**

**ALL OTHER TERMS AND CONDITIONS OF THE 2019-22 AGREEMENT SHALL REMAIN  
STATUS QUO**

**SERVICE EMPLOYEES INTERNATIONAL UNION, Local 521**

Dated: 3/24/23



Debbie Acosta, Service Employees International Union,  
Local 521

**FRESNO UNIFIED SCHOOL DISTRICT**

Dated: 3/24/23



Patrick Jensen, Interim Chief Financial Officer  
Fresno Unified School District

**Tentative agreement between SEIU 521 and Fresno Unified School District**

November 16, 2022

**ARTICLE 1: AGREEMENT**

Modify Article 1 as follows:

This is an Agreement made and entered into this 1<sup>st</sup> day of July ~~2019~~ 2022 between FRESNO UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521, CTW, CLC, (hereinafter referred to as "Union").

 Date 11/22/22

For Fresno Unified School District

 Date 11/22/2022

For SEIU 521

## Tentative agreement between SEIU 521 and Fresno Unified School District

November 16, 2022

### ARTICLE 9: DRUG AND SCHOOL TESTING PROCEDURES

Modify Article 9 as follows:

- It is mandated that the Fresno Unified Transportation Department, give written notification to the Department of Motor Vehicles within five (5) days of any refusal or positive test results.
- Employees will be given thirty minutes (30) each way to go to and from the testing centers. All testing's will be conducted during the employee's work hours.
- If an employee does not have personal means of transportation to a testing center, the District will provide that said employee either (a) a School vehicle or (b) will be transported by their supervisor to the testing center.
- All transportation of personal vehicle use will adhere to the MOU Article 11, section 4.

If an employee's job description does not require a commercial license, they shall not be on the Fresno Unified School District's random testing list as related to this Article.

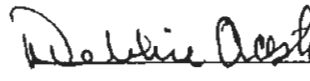
Remainder of Article 9 to stay status quo.



For Fresno Unified School District

Date

11/22/22



Date

11/22/2022

For SEIU 521



SEIU Local 521

FRESNO UNIFIED SCHOOL DISTRICT

2022-2023 NEGOTIATIONS

TENTATIVE AGREEMENT Article 11 P#9 2-15-2023

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Tentative Agreement: SEIU Local 521 and Fresno Unified School District tentatively agree to the following changes to Article 11, all other sections of this article remain closed with no amended changes.

Revise all gender specific pronouns as "he/she" and "him/her" to the "employee" as grammatically appropriate throughout the article.

ARTICLE 11 – EMPLOYEE EXPENSES AND MATERIALS

1. Uniforms: Uniforms will be distributed to Grounds and Warehouse classified employees only. District uniforms will be optional for custodians and transportation, or custodial and transportation staff will wear a safety vest and badge. The District shall pay the full cost of the purchase, lease, rental, and maintenance of uniforms, equipment, identification badges, emblems and cards as required by the District to be worn or used by the bargaining unit employees. District uniforms will be optional for custodians and bus drivers. but, if these employees choose not to wear uniforms, custodial staff and bus drivers shall wear a safety vest and their badge. The District will offer the option of gender specific uniforms when requested. Employees shall be required to wear the District-provided uniforms and/or District provided safety vests and identification badges during working hours. Custodians and bus drivers not wearing uniforms shall wear a polo, or button up shirt, school site logo shirt, long pants or knee-length shorts and closed-toed shoes.

Initial Outfitting consists of the following articles:

11 shirts

2 pants

A jacket (heavy weight) or

1 jacket (light weight)

1 cap (optional)

1 Raincoat

1 pair of Rainboots

Grounds, truck drivers and warehouse only shall receive an initial outfitting of one (1) jacket (heavy weight) or one (1) jacket (light weight)

All employees Grounds, Truck Drivers, and Warehouse will be given an option of a Boot Allowance in the amount of \$250 per year. Employees who receive the Boot Allowance will be required to wear the boots purchased with Voucher provided by the District. by the employee. the District provided

FRESNO UNIFIED SCHOOL DISTRICT  
2022-2023 NEGOTIATIONS  
TENTATIVE AGREEMENT Article 11 P#9 2-15-2023

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~~Boots during work hours.~~ The District shall establish purchase orders with a minimum of two vendors to be utilized between July 1, and September 1 each year. Employees will be provided an annual voucher to purchase safety footwear which is required to be worn during duty time. The District shall provide no more than one voucher of \$250 per year for the purchase of appropriate oil and slip resistant, non-marking footwear. Safety footwear is intended to protect the employee from specific types of injury to the ankle, foot or toes. Safety footwear may include (but is not required) to have a steel toe or shank.

~~Replacement of worn uniform articles will be provided by the District as scheduled.~~

<del>11— articles of clothing (11 shirts &amp; 2 pants)</del>	<del>Annually</del>
<del>Rain coat</del>	<del>Every year</del>
<del>Rain boots</del>	<del>Replace as needed</del>

<del>1— jacket (light weight)</del>	<del>Bi-annually</del>
<del>1— jacket (heavy weight)</del>	<del>Every 4<sup>th</sup> year</del>

2. **Alternative Attire:** An alternative shirt and long pant may be worn on Fridays. The shirt will consist of a common style and color and display a District logo or assigned site/school logo. Choice of long pants or District approved shorts of dark/neutral color may be worn. All alternative uniforms will be purchased at employee's expense.
3. **Identification Badges:** The District shall pay the cost of identification badges required by the District to be worn or used by bargaining unit employees. The District will pay for replacement cost for normal wear and tear of badges upon surrender.
4. **Mileage Allowance:** Unit members, who are required to use their personal automobile in order to carry out their regular assigned duties, or for other District-approved travel, shall be reimbursed at the IRS allowable rate. This rate shall be automatically adjusted to the IRS allowable rate.
  - A. "Regularly-assigned duties" travel shall include:
    - 1) Travel between work sites for unit members whose regular assignments specifically require such travel.



FRESNO UNIFIED SCHOOL DISTRICT  
2022-2023 NEGOTIATIONS  
TENTATIVE AGREEMENT Article 11 P#9 2-15-2023

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- 2) Travel by unit members whose assigned duties specifically involve transporting of supplies or equipment.
- 3) Travel for transportation to and from Drug Testing Centers if not conducted on site. ~~and not for reasonable suspicion testing.~~

The District reserves the option to establish even monthly rates for those unit members whose assignment results in a predictable amount of miles per month. However, prior to making the changes, the District will notify the Union of the proposed changes.

5. **Tools:** Fresno Unified agrees to provide, and maintain all tools, equipment and supplies required by FUSD for bargaining unit employees for the performance of employment duties.

A. Any employee required to use a computer to complete a task at his/her ~~their~~ the employee's site, shall be allowed access to a computer and be trained on the computer and software used by the District.

B. Grounds employees may be provided a cell phone by their department to be able to communicate with management as needed, while out on assignment. Grounds employees may use their personal cell phone, but must add any application required by the District on their personal cell phone. If the department for whatever reason cannot get in contact via Grounds employees' personal cell phones then the Grounds employees shall use a District cell phone and keep them powered on during their working hours. Use of District-issued cell phones shall comply with the District's Acceptable Use of Technology Policy. Grounds employees are required to have a cellular phone that is for the purpose of work-related duties. The District will provide a mobile phone to Grounds employees that is to be used strictly for business purposes, except in the case of an emergency. Employees will have the option to have a cellular phone issued to them by the District. Employees that chose to have a cell phone issued will be provided a cell phone by their department. All employees should be to be able available to communicate with management as needed, while out on assignment.

6. Cell Phones: Employees who are required to utilize their cell phones for

SEIU Local 521

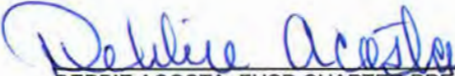
FRESNO UNIFIED SCHOOL DISTRICT

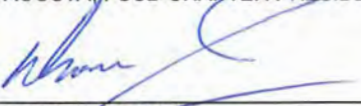
2022-2023 NEGOTIATIONS

TENTATIVE AGREEMENT Article 11 P#9 2-15-2023

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~~District related business to include but not limited to, receiving and sending calls, receiving and sending emails, downloading and use of Apps, or receiving or sending texts will be compensated twenty-five dollars (\$25.00) per month.~~

  
DEBBIE ACOSTA, FUSD CHAPTER PRESIDENT

  
FUSD REPRESENTATIVE

DATE: <sup>DA</sup> 2/15/23

DATE: 2/15/23

**SEIU Local 521**

**FRESNO UNIFIED SCHOOL DISTRICT**

**2022-2023 NEGOTIATIONS**

**TENTATIVE AGREEMENT Article 13 P#8 2-15-2023**

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**Tentative Agreement: SEIU Local 521 and Fresno Unified School District tentatively agree to the following changes to Article 13, all other sections of this article remain closed with no amended changes.**

**Revise all gender specific pronouns as “he/she” and “him/her” to the “employee” as grammatically appropriate throughout the article.**

**ARTICLE 13 – EMPLOYEE RIGHTS**

The District and the Union recognize the rights of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.

No employee covered by this Agreement shall in any way suffer reprisals for any such organizational activities, such as the participation in the processing of any grievance.

No employee covered by this Agreement shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

1. **Union Representation:** An employee who is subject to an investigatory interview which he/she reasonably believes might lead to his/her being disciplined shall be allowed the right to be accompanied by a Union Steward or Internal Worksite Organizer in such interview. The Union and the District shall take reasonable steps to inform employees of this right and advise the employees of their Weingarten Rights. The District shall offer an employee prior to a meeting in which the District plans to issue discipline to the employee the opportunity to be accompanied by a Union Steward of Internal Worksite Organizer if one is reasonably available; provided, however, no claim by an employee or by the Union of an alleged breach of this section by the District shall be introduced into evidence in any grievance or arbitration and no such claim shall be considered by an arbitrator hearing a grievance under this Agreement.

2. **Personnel Files:** The personnel file of each employee shall be maintained at the Division of Human Resources/Labor Relations.
- A. The person or persons who draft and/or place material relevant to the assessment of performance in an employee's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
  - B. Access to personnel files shall be limited to the members of management on a regular need-to-know basis. Board of Education members may request the review of an employee's file at a personnel session of the Board of Education or the Board may designate an individual Board member(s) to examine personnel files. The contents of all personnel files shall be kept in the strictest confidence. This paragraph shall not apply in the event all or a portion of the personnel files are necessary for preparation, or as evidence, in an administrative or judicial proceeding.
  - C. A union Internal Worksite Organizer/union steward ~~may~~ **shall** be present as an observer at any promotion panel, if **and** coordinated in advance with the District.
  - D. In the event derogatory charges against an employee are proven to be without substance by any official or body having final judicial authority on the question of such charges, the material shall be expunged from the personnel file.
  - E. Information of a derogatory nature shall not be entered ~~of~~ **or** filed unless and until the employee is given notice and an opportunity to review and comment thereon. This shall include evaluations, competency review forms, memos, quality control reports, or any other material considered to be of derogatory nature. The employee shall be obligated to attend a conference called for such purpose by an administrator having line authority over such employee. The employee shall have the right to representation during such conference. The employee shall acknowledge ~~he/she has~~ **having** received a copy of his/her ~~their~~ personal retention by affixing ~~his/her~~ **their** signature on the actual copy to be filed, with the understanding that such signature merely signifies that ~~he/she~~ **they have** ~~has~~ read the materials to be filed and does not necessarily indicate agreement with its contents. In the event that an employee refuses to affix his/her ~~their~~ signature to the documents, a statement to this effect, together with that of a witness, may be attached



FRESNO UNIFIED SCHOOL DISTRICT

2022-2023 NEGOTIATIONS

TENTATIVE AGREEMENT Article 13 P#8 2-15-2023

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to the document by the administrator in charge of the safekeeping of the file. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her their own comments thereon. Such review shall take place during normal business hours, but not during employee duty time. Any and all bargaining unit employees may enter into their personnel records of any commendations or awards reflecting their outstanding job performance as a District employee.

- F. Each employee shall have the right to review the contents of his/her their own personnel files. A representative of the employee's choosing may accompany the employee in this review. The employee's representative may review the employee's personnel file in the absence of the employee, provided that the employee has authorized, in writing, the review and provided that such authorization is given to the administrator or designee responsible for the safe keeping of the file. Photocopies of documents shall be provided to the employee or the employee's representative for an amount equal to the cost of reproduction. The employee's review of such information shall take place during the normal working day of the Division of Human Resources/Labor Relations.
- G. Information of a derogatory nature, other than the evaluation document, will be placed in the employee's confidential file at the end of two years if there have been no other similar infractions during that time. The confidential file shall be accessible only to the Administrator of Human Resources.

**3. Informal Personnel Sessions:**

- A. Employees may request an informal personnel session with their immediate superiors, department heads and District Administration and Management, with a Union representative/union steward present. These sessions are excluded from the Grievance Procedure as provided for in the Agreement.
- B. Informal personnel sessions may be used to discuss such problems as morale and employee dissatisfaction and discuss suggestions from the employee in ways to improve department operation.

- 4. **Discipline/Dismissal Hearing:** Dismissal Hearings will be provided as outlined in the District's Board Policy and Administrative Regulations No. 4218.

**5. Due Process & Discipline:**

A. Termination of Probationary Employment

1) Unit members newly hired for regular positions in the Union shall be considered probationary employees until they have satisfactorily completed **six months or 130 days service, whichever is longer,** of probationary service. **Probationary employees shall receive two (2) performance evaluations, one (1) at three (3) months and the second one at the fifth (5<sup>th</sup>) month, but the District retains the right to release a an employee the during probationary period, regardless of status of employee based on determination of severity of misconduct.**

2) At any time prior to the expiration of the probationary period the Superintendent or designee may, at its discretion, dismiss a probationary unit member from District employment. A probationary unit member shall not be entitled to a hearing.

B. For Cause: The District may only discipline or terminate an employee for cause.

C. In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this District, each of the following constitutes cause for disciplinary action against a permanent unit member:

1) Falsifying any information supplied to the school District, including, but not limited to, information supplied on application forms, employment records, or any other school district records.

2) Incompetency.

3) Inefficiency.

4) Neglect of duty.

5) Insubordination.

6) Dishonesty.

**SEIU Local 521**

**FRESNO UNIFIED SCHOOL DISTRICT**

**2022-2023 NEGOTIATIONS**

**TENTATIVE AGREEMENT Article 13 P#8 2-15-2023**

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- 7) Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the unit member or upon employees associated with him/her.
- 8) Unlawfully possessing or being under the influence of a controlled substance at work or away from work or furnishing a controlled substance to a minor.
- 9) Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the unit member's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- 10) Absence without leave.
- 11) Immoral conduct.
- 12) Discourteous treatment of the public, students, or other employees.
- 13) Improper political activity.
- 14) Willful disobedience.
- 15) Misuse of District property.
- 16) Violation of District, Board of departmental rule, policy, or procedure.
- 17) Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the unit member's class specification or otherwise necessary for the unit member to perform the duties of the position.
- 18) Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
- 19) Any mental or physical disability which substantially limits one of life's major functions and precludes the unit member from performing the essential functions of his/her position with or without reasonable accommodation.

FRESNO UNIFIED SCHOOL DISTRICT

2022-2023 NEGOTIATIONS

TENTATIVE AGREEMENT Article 13 P#8 2-15-2023

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20) Unlawful discrimination, including harassment, ~~on the basis of race, religious creed, color, national origin, ancestry, physical disability, marital status, sex, or age against the public or other employees while acting in the capacity of a District employee.~~ sex, age over 40, race, color, pregnancy (including childbirth and breastfeeding), national origin, physical or mental disability, medical condition, ancestry, marital status, sexual orientation, religion (including religious dress and grooming practices), gender identity/expression, genetic predisposition, military and veteran status, or any other basis prescribed by federal or state law.

21) Unlawful retaliation against any other District officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.

22) Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the District or his/her employment.

- a. Except as defined in paragraph "19." above, no disciplinary action shall be taken for any cause which arose prior to the unit member's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member would have disclosed the facts to the District.

**(formatting for D & E stay the same no change to lettering)**

D. Informal Corrective Action: The parties agree that informal documentation and corrective steps ~~may~~ shall be used prior to implementation of progressive discipline and these documents will be maintained at the site/department. The following informal steps ~~may~~ will be used:

- First occurrence- verbal conversation,
- Second occurrence- Letter of summary,
- Third occurrence- Letter of concern.

Nothing in this Article shall preclude full or partial bypass of informal corrective action based on the District's determination of the severity of misconduct.

- E. Progressive Discipline: Unless circumstances warrant more severe actions, the District will utilize a system of progressive discipline. Progressive steps may shall include:

- Step 1: verbal counseling (~~step 1~~),
- Step 2: written counseling (~~step 2~~),
- Step 3: disciplinary suspension without pay (~~step 3~~), and
- Step 4: termination of employment (~~step 4~~).

Nothing in this Article shall preclude full or partial bypass of any steps based on the District's determination of the severity of misconduct.

- F. Investigatory Suspension: No employee will be held in unpaid investigatory suspension to include all benefits, vacation and sick leave accruals and all other fringe benefits employees earn on worked hours.
- G. Upon a unit member's request, ~~he/she~~ the employee is entitled to have a Union representative present during an investigatory interview in which the employee is required to participate where the employee reasonably believes that such investigation will result in disciplinary action.
- H. Initiation and Notification of Charges: The District Superintendent or designee may initiate a disciplinary action as defined herein against a permanent unit member.
- 1) In all cases involving a disciplinary action, the person initiating said action shall file a written recommendation of disciplinary action with the Board. A copy of the recommendation shall be served upon the unit member either personally or by registered or certified mail,

return receipt requested, at the unit member's last known address.  
The recommendation shall include:

- a. A statement of the nature of the disciplinary action (suspension without pay, demotion, reduction of pay step in class, or dismissal.
  - b. A statement of the cause or causes therefor as set forth above.
  - c. A statement of the specific acts or omissions upon which the causes are based. If violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be set forth in the recommendation.
  - d. A statement of the unit member's right to appeal the recommendation and the manner and time within which his/her appeal must be filed.
  - e. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.
- J. Informal Conference: The purpose of the informal conference is to review the notification of charges to allow the unit member to respond to each charge and incident.
- 1) The conference shall be an informal meeting and shall not be conducted by formal evidentiary rules. The conference shall be conducted on the date stated on the original notification of charges provided to the unit member, unless a change is mutually agreed to by the Associate Superintendent, Human Resources, or designee and the unit member.



The Associate Superintendent, Human Resources or designee will serve as the administrator responsible for conducting the conference. During the conference, the unit member may be represented by a person of their choice.

- 2) The Associate Superintendent or designee shall, after the conclusion of the conference, make a determination of the appropriateness of the recommended disciplinary action and the charges and incidents upon which such disciplinary action is recommended.
- 3) The Associate Superintendent, Human Resources may accept, modify or reject the Notification of Disciplinary Action and Charges prior to forwarding the recommendation to the Board.

K. Employment Status Pending Appeal or Waiver: Except as provided herein, any unit member against whom a recommendation of disciplinary action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

- 1) In cases where the Superintendent or designee has determined that a permanent unit member should be dismissed and that continuation of the unit member in active duty status after a written recommendation of such disciplinary action has been issued would result in an unreasonable risk of harm to self, student, staff, or property during the time the proceedings are pending, the Superintendent or designee may order the unit member immediately suspended from ~~his/her~~ the employees' duties without pay in conjunction with the recommendation of disciplinary action. Such suspension order shall be in writing and shall include a statement setting forth the reasons why such suspensions deemed necessary. Any such suspension order shall be served upon the unit member ~~with~~ whether personally or by registered mail or certified mail, return receipt requested, immediately after issuance.
- 2) Except in cases of emergency where the unit member must be removed from the premises immediately, at least five calendar days prior to the effective date of any order of suspension without pay issued in conjunction with any recommendation of disciplinary action

involving dismissal, the Superintendent or designee shall give the unit member written notice of the proposed recommendation of disciplinary action of dismissal. The written notice shall include notice that immediate suspension without pay is being considered, the reasons for the proposed dismissal action and for the proposed immediate suspension without pay, materials upon which the proposed action is based, and the right to respond ~~with~~ whether orally or in writing to the Superintendent or designee prior to the issuance of the final recommendation and order.

- L. Time Limit of Suspension: Any suspensions (except a suspension imposed under "D" above) invoked under these rules against any one person in the classified service for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; provided, however, this time limitation is inapplicable to cases in which disciplinary action of dismissal is modified by the Board to a suspension.
  
- M. Right to Appeal: The unit member may, within (5) five ~~ten (10)~~ calendar business days after receiving the recommendation of disciplinary action described above, appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the unit member shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the District Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation shall also constitute an appeal from the order, and the necessity of the order shall be an issue in the appeal hearing.
  - 1) If the unit member against whom a recommendation of disciplinary action has been filed fails to file a notice of appeal within the time specified in these rules, the unit member shall be deemed to have waived his/her their right to appeal, and the Board may order the recommended disciplinary action into effect immediately.

- N. Amended/Supplemental Charges: At any time before a unit member's appeal is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the Board or hearing officer, serve on the unit member and file with the Board an amended or supplemental recommendation of disciplinary action.
- 1) If the amended or supplemental recommendation presents new causes or allegations, the unit member shall be afforded a reasonable opportunity to prepare his/her defense thereto. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.
- O. Hearing Procedures
- 1) The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board of hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The unit member shall be entitled to appear personally, produce evidence, and have counsel and, if demand is made therefor when the Board is hearing the appeal, a public hearing. The complainant may also be represented by counsel. The procedure entitled, "Administrative Adjudication" commencing at Section 11500 of the Government Code shall not be applicable to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules or evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.
- 2) All hearings shall be heard by a hearing officer except in those cases where the Board determines to hear the appeal themselves. In any case in which the Board hears the appeal, the Board may utilize the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, it shall affirm, modify or revoke the recommended disciplinary action.

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- 3) If the appeal is ~~head~~ heard by a hearing officer, ~~he/she~~ the employee shall prepare a proposed decision in such form that it may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within ten days after the proposed decision is filed by the Board. The Board may:
- a. Adopt the proposed decision in its entirety.
  - b. Reduce the disciplinary action set forth therein and adopt the balance of the proposed decision.
  - c. Reject a proposed reduction in disciplinary action, approve the disciplinary action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
  - d. Reject the proposed decision in its entirety.
- 4) If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, ~~he/she~~ the employee shall prepare a proposed decision as provided in ~~e~~ section 3c above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of such proposed decision shall be furnished to each party within ten days after the proposed decision is filed by the Board.

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- 5) In arriving at a decision or a proposed decision on the propriety of the proposed disciplinary action, the Board or the hearing officer may consider the records of any prior disciplinary action was ultimately sustained and any records contained in the unit member's disciplinary files if such records were introduced into evidence at the hearing.
- P. Hearing Decision: The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The findings may reiterate the language of the pleadings or ~~simple~~ simply refer to them.
- 1) The decision of the Board shall be certified to the Superintendent or designee who recommended the disciplinary action, and ~~he/she~~ the employee shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or ~~his/her~~ their designated representative personally or by registered mail. The decision of the Board shall be final.
- Q. Compulsory Dismissal: The District shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 4401. However, the District may employ a person convicted of a controlled substance offense if the Board determines from the evidence it requires that the person has been rehabilitated for at least five years. If any such conviction is reversed and the person acquitted, or charges dismissed, except as otherwise provided below, the unit member may be reemployed by the District, although reemployment is not a guarantee. (Education Code 45123).
- 1) The District reserves the right to dismiss a unit member for any acts upon which the original criminal charges were based, despite the disposition by the courts. If dismissal is recommended by the Board and upheld, a unit member ~~will~~ not be reemployed nor compensated for the time ~~he/she~~ the employee was suspended unless otherwise required by law. An employee shall be given notice of the possibility of not being

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reimbursed during mandatory suspension if ~~he/she~~ the employee is ultimately dismissed for the acts upon which the original charges were based.

  
DEBBIE ACOSTA, FUSD CHAPTER PRESIDENT

  
FUSD REPRESENTATIVE

DATE: 2/15/2023

DATE: 2/15/23



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**Tentative Agreement:** SEIU Local 521 and Fresno Unified School District tentatively agree to the following changes to Article 18, all other sections of this article remain closed with no amended changes.

Revise all gender specific pronouns as “he/she” and “him/her” to the “employee” as grammatically appropriate throughout the article.

The Union’s proposal is specific to amended changes in the relevant section(s) only, all other sections of this article are proposed as closed with no amended changes.

## **ARTICLE 18 – LEAVES PERSONAL NECESSITY/BUSINESS**

The benefits which are expressly provided by this article are the sole benefits which are part of this collective bargaining agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implicitly in this Agreement, nor are such other benefits subject to the Grievance Procedure.

### **1. Adoptive Leave:**

A bargaining unit member, upon receipt of notification of adoption shall be allowed to utilize accrued sick leave for adoption leave for a period of adjustment within the family unit. The unit member shall notify the immediate supervisor of intent to implement this benefit. The notice shall include the beginning and ending dates for the leave. Leave pursuant to this section shall not exceed 20 working days. This provision is limited to only one bargaining unit member of a family for each adoption.

### **2. Bereavement Leave:**

- A. Every bargaining unit member is entitled to leave of absence, not to exceed ~~three (3)~~ **five (5)** days, ~~or five (5) days if out-of-state travel is required,~~ on account of the death of any member of ~~his/her~~ **the employee’s** immediate family.
- B. No deduction shall be made from the salary of such bargaining unit member nor shall such leave be deducted from leave granted by other sections of Education Code or provided by the Governing Board of the District.
- C. Members of the immediate family, as used in this section, means the mother, mother-in-law, father, father-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, brother, sister, **brother-in-law, sister-in-law** grandmother, grandfather, grandchild, stepmother, stepfather, stepchild, of the employee or the spouse or any relative living in the immediate household of the employee.

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- D. In cases of death of members of the family not included as "members of the immediate family", see Personal Necessity Leave.

3. **Industrial Accident or Illness Leave:**

Pursuant to the provisions of Education Code Section 45192, employees who are a part of the Classified Service shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

- A. The accident or illness must have arisen out of or in the course of the employment of the employee and must be accepted as a compensable workers compensation claim by Risk Management Office.
- B. Maximum allowable leave shall be for sixty (60) working days in any one fiscal year for the same accident.
- C. Allowable leave shall not be accumulative from year to year.
- D. The leave under these rules and regulations shall commence on the first day of absence.
- E. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers compensation laws of this State, exceed the average daily wage.
- F. Industrial accident or illness leave will be reduced by one day for each day of authorization absence regardless of a compensation award made under the workers compensation laws.
- G. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due ~~him/her~~ to the same illness or injury.
- H. When entitled to industrial accident or illness leave has been exhausted, entitlement of other sick leave will then be used; but, if an employee is receiving workers compensation, ~~he/she~~ the employee shall be entitled to use only so much of his/her their accumulated or available sick leave, accumulated compensating time, vacation or other available leave which,

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when added to the workers compensation award, provides for a full-day's wage or salary.

- I. When all available leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of ~~his/her~~ their position, ~~he/she~~ the employee shall be placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39)-month period, ~~he/she~~ the employee shall be employed in a vacant position in the class of ~~his/her~~ the employees' previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case ~~he/she~~ the employee shall be listed in accordance with appropriate seniority regulations.
- J. The benefits provided by these rules and regulations shall be applicable only for those employees who have completed one or more continuous years of service with that District.
- K. An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment, shall be dismissed.
- L. Any employee receiving benefits as a result of these rules and regulations shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the State.
- M. The expressed authorization of requirements of these rules and regulations shall not deprive the governing board of the power to grant additional leave pursuant to the provisions of Education Code Section 45190, if circumstances should warrant.
- N. Employees on Industrial Leave shall accrue applicable vacation, sick leave and health and welfare benefits.

4. **Legal Commitments and Transactions (Jury Duty):**

- A. In the event that classified employees should be summoned to appear for jury duty or as a witness in court other than as a litigant, or summoned to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, the District shall grant leaves of absence to employees under the above conditions and shall pay the difference between the employee's

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regular earnings and any amount ~~he/she~~ the employee receives for jury or witness fees.

- B. In order to implement proper payment, the principal or department head shall notify the Payroll Department immediately upon return of the employee of the amount received daily for jury or witness fees. This information is to be transmitted with the absence blank.

**FORMATTING SHOULD BE C BELOW NOT A:**

- C. Those Employees whose regular assigned shift commences after 12:30 pm 4:00 p.m. or after, and who are requested to serve on report to jury duty, shall be relieved from work for the day/night shift. a like number of hours if jury duty exceeds two (2) hours.

5. **Military Leave:**

- A. An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

6. **Parental Leave of Absence:**

- A. A parental leave of absence without pay shall be granted to a classified employee for the purpose of child rearing as follows:
- 1) A classified employee who is pregnant shall be entitled upon request to a maternity leave for a maximum of one (1) year. Said employee shall notify the Superintendent in writing of her desire to take such leave leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which ~~her~~ the employees' leave is to begin. ~~She~~ The employee shall include with such notice either a physician's statement certifying ~~her~~ the pregnancy or a copy of the birth certificate of ~~her~~ the employees' child, whichever is applicable. An employee who is pregnant may continue in active employment throughout ~~her~~ the pregnancy as long as ~~she~~ the employee is able to properly perform ~~her~~ the required functions.

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- 2) Any classified employee shall be entitled upon request to a one-year parental leave of absence to begin immediately after the birth of their child, or after receiving de facto and/or de jure custody of any infant child (i.e., three years of age or less) or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
- 3) Employees who are parents and/or guardians, or who have received de facto and/or de jure custody of physically and/or mentally ~~handicapped~~ disabled children shall, upon request, be entitled to a leave of absence for a maximum of one year.
- 4) If a child five (5) ~~eighteen (18)~~ years of age or less becomes physically and/or mentally disabled ~~handicapped~~, the provisions of "2)" and "3)" above shall be applied for employees eligible under those provisions to care for said child.
- 5) Any classified employee with a child five (5) years of age to eighteen (18) years of age that becomes physically and/or mentally disabled handicapped, shall be entitled upon request to three (3) months parental leave of absence.

**B. Notification of Return to Active Employment:**

- 1) If any classified employee who has been on parental leave less than one year notifies the Superintendent of ~~his/her~~ their desire to terminate their leave and to return to active employment within sixty (60) days after the termination of pregnancy for any reason, the acquisition of de facto custody of an infant child, the birth of their child, or the commencement of the leave, whichever is later, said employee shall within seven (7) days after receipt of the notice be assigned to the same position which ~~she or he~~ the employee held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position. A substitute employee will be hired during the classified employee's absence to assure job availability for the classified employee. Upon the employee's return, said employee shall be entitled to all benefits and/or considerations to which employees are normally entitled upon return from a parental leave of absence without pay.

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- 2) While on parental leave, a classified employee shall have the option to remain an active participant in the fringe benefit programs by contributing the full premium amount necessary for those actively employed. It is understood that such participation in the Public Employees Retirement System is subject to that agency's eligibility requirements.
- 3) All assignment rights for persons returning from parental leave shall be subject to the then existent District provisions for assignment and transfer.

7. **Peace Corps Leave:**

A. **Definition:**

A Peace Corps leave of absence is one granted to permit an employee to accept an appointment to serve in the Peace Corps. Formal request for a Peace Corps Leave shall be made after acceptance by the Peace Corps and determination of probable dates of beginning and end of leave.

B. **Eligibility Requirements:**

A regular classified employee may be granted a Peace Corps Leave at any time.

C. **Length of Leave:**

Leaves for service in the Peace Corps shall be granted for a period of two (2) years only.

D. **Effect on Benefits:**

- 1) **Step Advance:** When acceptable evidence of satisfactory Peace Corps Service is presented, credit is allowed for a maximum of two (2) years on the same basis as though such experience were an assignment to active service with the Fresno Unified School District.
- 2) **Retirement:** Service on a Peace Corps Leave is not creditable for retirement purposes, and no retirement contributions are required.
- 3) **Other:** No other benefits (vacation, accumulated illness, etc.) shall accrue during the period served on a Peace Corps Leave. Earned vacation maybe taken either prior to or after return from the Peace Corps Leave.

E. **Request Procedure:**

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After acceptance by the Peace Corps, request for leave should be filed with the Division of Human Resources/Labor Relations.

8. **Personal Necessity Leave and Compelling Personal Importance Business Day:**

To comply with Education Code Section 45207, a classified employee of the District may use ~~his/her~~ **their** accumulated sick leave acquired under the provisions of the article on "Sick Leave" in this Agreement in cases of personal emergency or necessity. Use of sick leave under this article of "leave of personal use" is limited to seven ~~(7)~~ **ten (10)** days in any school year.

A. Personal Necessity Leave shall be charged to sick leave. Reasons which shall be considered as personal necessity under these rules and regulations are:

- 1) Death of a member of the immediate family – the "immediate family" as used in this section means the mother, mother-in-law, father, father-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, brother, sister, grandmother, grandfather, grandchild, stepmother, stepfather, stepchild, of the employee or the spouse or any relative living in the immediate household of the employee. This applies after "Bereavement Leave" has been used.
- 2) Emergency or necessity leave may be granted to cover attendance at the funeral of a close relative but not included as a member of "immediate family" as defined in "1)" above. (It would include uncles, aunts, nieces, nephews, cousins, brother-in-law and sister-in-law.) Emergency Leave may also be granted for the funeral of a non-relative living in the immediate household.
- 3) Accident involving ~~his/her~~ **the employees'** personal property or the person or property of a member of ~~his/her~~ **the employees'** immediate family as defined in "1)" above, and of such emergency nature that the immediate presence of the employee is required during ~~his/her~~ **the employees'** workday.
- 4) Appearance in court as a litigant or as a witness under an official order.
- 5) An illness or an unusual circumstance involving a member of the employee's immediate family as defined in "1)" above, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard and which requires the

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attention of the employee during his/her the employees' assigned hours of service.

- 6) The birth of a child making it necessary for an employee who is the father of the child to be absent from his position during the assigned hours of service. Prior request for personal necessity leave, when reasonable, shall be submitted in writing and transmitted by the supervisor to the District Office. Such written request should be made within five (5) days upon return to duty if the employee is unable to file prior to departure from duty.

B. ~~Compelling Personal Importance (CPI)~~Business Day (PBD)

- 1) ~~Compelling Personal Importance~~ Business Day Leave shall be charged to sick leave. A maximum of two (2) days of accumulated leave may be used in any school year for reasons of compelling personal importance Business Day. These days are to be part of the total of ~~seven (7) days~~ ten (10) days pursuant to this article.
- 2) Prior request for ~~compelling-- personal importance~~ personal business day shall be submitted in writing and transmitted by the supervisor without comment to the District Office, or the request may be given directly to the Assistant to the Superintendent. Denials of request for ~~compelling personal importance~~ personal business day leave may be appealed to the Superintendent or his/her designee, whose decision shall be final.

Such written request should be made within five (5) days upon return to duty if the employee is unable to file prior to departure from duty.

- C. Personal Necessity Leave or ~~Compelling Personal Importance~~Business Day Leave will be charged to his/her the employees' accumulated sick leave. Request should set forth the specific facts constituting the emergency or necessity and the need for his/her the employees' presence away from his/her the employees' place of employment.

9. **Personal or Family Emergency Leave:**

- A. Upon the recommendation of the Superintendent, the Board of Education may grant a leave of absence to a permanent classified employee when compelled to be absent himself/herself from his/her the employees' duties due to a personal or family emergency that is considered by the

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Superintendent to be of such a nature to render the employee unable to perform his/her duties. Reasons for such a leave could include, but are not limited to, severe illness of a member of the family or close relative, need for the presence of the employee out of the area for legal purposes, head of household responsibilities and quarantine. Such leave may be granted for a period not to exceed one (1) year and shall be without compensation.

- B. Employees should request such leave in writing to the Division of Human Resources/Labor Relations allowing sufficient time for action whenever possible.
- C. While on authorized leave, the position held by the classified employee will be filled by giving preference to the most senior qualified employee from the previous lower classification within that school/worksite. Management shall consider documented employee performance issues and/or licensing issues when determining whether an employee is qualified to fill the temporary vacancy.
- D. Should the employee on leave not return to ~~his/her~~ their position on the date agreed upon in the written grant of leave of absence, the position shall be considered open and the employee shall be terminated for cause (unexcused absence and/or abandonment of position) unless a resignation is received from the employee voluntarily terminating his/her their employment.

10. **Pregnancy Disability Leave:**

A pregnant classified employee who has not received leave as provided under the "Parental Leave" article of this Agreement is entitled to utilize accrued sick leave days and/or sub-deduct days for pregnancy disability subject to the following conditions:

- A. Sick leave shall apply only to those days of absence during which the classified employee is actually unable to perform ~~her~~ their assigned duties because of disability arising from pregnancy, childbirth, miscarriage, and/or recovery therefrom.
- B. The District may require the classified employee to file a physician's verification which clearly states the employee was incapable of meeting ~~her~~ their normal work assignment.
- C. Within seven (7) calendar days after the termination of the leave, the classified employee shall submit a physician's written health evaluation

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including the reasons the employee was disabled during the period of absence. The District may require additional physician statements or reevaluation of the classified employee by ~~her~~ their physician. (Any additional statements required shall be at District expense.)

11. Sick Leave:

- A. Leave of absence for illness or injury: An employee employed five (5) days a week by the school District shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days ~~he/she~~ the employee is not required to render service to the District, with full pay for a fiscal year of service.
- B. An employee employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months ~~he/she~~ the employee is employed bears to twelve (12).
- C. An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence of illness or injury as the number of days ~~he/she~~ the employee is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- D. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during that day of illness.
- E. At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave, and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.
- F. Illness as a result of pregnancy shall be treated as an illness for the purpose of sick leave.

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- G. If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- H. As required, the District shall convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5 or its successor if the employee is filing a request for retirement.
- I. Any classified employee who is absent due to illness or injury more than five (5) consecutive days is required to submit a written statement from a licensed physician, on the prescribed District form to Division of Human Resources, verifying that absence was due to illness or injury and ~~he/she~~ the employee is physically able to return to work.
- J. Whenever an employee's quarterly sick leave usage rate exceeds twice the District's average usage rate for the previous fiscal year, at the request of the immediate supervisor and upon the approval of the Associate Superintendent, Division of Human Resources/~~Human Resources~~ **Labor Relations**, the District may require an employee to furnish proof of illness, except when such illness long term (in excess of five days) or as provided for elsewhere in this article, i.e. Personal Necessity Leave, Bereavement Leave, Industrial Accident or Illness Leave, Jury Duty and Parental Leave of Absence.

The District's quarterly average usage rate shall be determined by dividing the previous year's average by four (4).

An employee on an absence verification status may request to have this requirement rescinded after completing three months with two or less absences.

- K. If an employee exhausts all of ~~his/her~~ their earned sick leave provided in this section, ~~he/she~~ the employee shall be required to utilize and exhaust all accumulated compensatory time, vacation, or other available paid leave prior to utilizing any long-term accident or illness leave whether the leave is short-term or long-term, as provided by law. (Education Code Sections 45192 & 45196).
- L. When a PC calls in sick or Personal Necessity (PHN) ~~he/she~~ the employee needs to call the Switchboard/Dispatch number or Operations sub desk and school site.

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- M. ~~Sick Leave related to COVID Leave should not be used as disciplinary action for attendance purposes on an employee, with verification of a COVID positive test for self or family member in the home.~~
- N. ~~Covid Sick Leave should not impact or count towards an employee's perfect attendance and should be retroactive back to March 2020 2022-2022 school year.~~

12. **Travel Leave:**

- A. Upon the recommendation of the Superintendent, the Board of Education may grant a classified employee (with at least five years of credited service) a leave for purposes of travel for personal enlightenment, or to accompany a spouse, for a period not to exceed one (1) year. Such leave shall be without compensation.
- B. Employees should request such leave in writing to the Division of Human Resources/Labor Relations allowing sufficient time for consideration and action. While on (authorized) leave, the position held by the classified employee will be filled by a substitute or temporary employee. Should the employee on leave not return to his/her their position on the date agreed upon in the written grant of leave of absence, the position shall be considered open and the employee shall be terminated for cause (unexcused absence and/or abandonment of position) unless a resignation is received from the employee voluntarily terminating his/her their employment.

13. **Special Leave – Public Office:**

Unpaid leave of absence shall be granted to a bargaining unit member who is an elected full-time member of any State, Federal or local government office. This leave permits return to an open position which the unit member has previously worked within the District including the specific position from which the leave was taken. This leave expires six (6) months after the elected official leaves office, and if the employee has not returned to work in the District, the employee shall be deemed to have resigned from the District.

14. **Study/Retraining Leave:** A leave of absence for study/re-training may be granted at the option of the Board to any member of the bargaining unit.

- A. **Six (6) Month Periods:** Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period provided the separate periods of leave of

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absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purpose.

**B. Restrictions:**

- 1) Study leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding granting of the leave.
- 2) Retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding the granting of the leave.
- 3) No more than one study leave of absence shall be granted in each three (3) year period.
- 4) No more than one retraining leave of absence shall be granted in each three (3) year period.

**15. Unauthorized Leave:**

- A. Unauthorized leave is defined as absence from regularly-assigned duties that are not in conformance with any leave provisions contained within this Agreement or without prior official approval of the District. Such unauthorized leave may include, but is not limited to, collective refusals to provide service, unauthorized use of sick leave, unauthorized use of other leave benefits and nonattendance at required meetings.
- B. Absence that is determined to constitute unauthorized leave may result in the initiation of such disciplinary action as may be deemed appropriate.
- C. The Superintendent or the supervisor of the employee may require a physician's or other verification as to an employee's claimed reason for absence in any situation in which it is believed that no valid grounds exist for the employee's claim for absence. Such verification shall be made within five (5) days of the absence.

**16. Catastrophic Leave:**

In order to be considered catastrophically ill or injured within the context of this program, a permanent employee must meet all of the following conditions:

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- A. At the beginning of each pay period, a catastrophically ill/injured permanent employee must use all sick and vacation leave credits accrued during the previous pay period before hours will be transferred.
- B. For the catastrophic leave section only, "eligible leave credits" means vacation leave and sick leave.
- C. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended time that off-work creates a financial hardship for the employee because ~~he or she~~ the employee has exhausted all of ~~his/her~~ their leave and other paid time off.
- D. Such illness or injury is expected to incapacitate the permanent employee and prevent the permanent employee from returning to work for at least calendar 30 days.
- E. Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all the following requirements are met:
  - 1) The employee must be off work (not actually rendering service to the District) for purposes of caring for a seriously ill parent, child, spouse or domestic partner due to a personal serious health condition. According to *Government Code Section 12945.2, subdivision (c) (1)*, "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis to the employee when the employee was a child. "Domestic partner" is defined by the State of California under *Family Code Section 297*. These definitions, as set forth above, shall apply to determine whether the employee qualifies to use donated leave.
  - 2) Employee must provide certification from a health care provider regarding (1) the date on which the catastrophic illness or injury commenced and (2) the probable duration of the condition whether for the employee or family member, as described above. In cases where the leave is for the employee, also will include a statement that the employee is unable to perform the functions of ~~his or her~~ the employees' position.
  - 3) If an extension of time is required it shall be approved, after receipt of appropriate medical documentation which states that the member's participation continues to be warranted.

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- 4) The Superintendent or designee may require an employee to visit a physician selected by the District and at the District's expense in order to receive a report on the medical condition of the employee.

The report shall include a statement as to the employee's need for further leave of absence and a prognosis for when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee, after giving notice to the employee, may deny further leave. (AR 4261.1)

**Procedure for Application for Catastrophic Leave:**

- A. A permanent employee must complete a prescribed application form and return it to the Division of Human Resources/Labor Relations together with supporting medical documentation.
- B. The Division of Human Resources/Labor Relations shall review these materials and render a decision as to whether or not employee is eligible for such leave.
- C. In order to continue to qualify for catastrophic leave, the employee who has been determined to be catastrophically ill/injured may be required (1) to submit to specified examination and/or (2) to supply further documentation, as to eligibility.
- D. If a permanent employee is determined not to be eligible, the permanent employee shall have the right to appeal the decision to the Superintendent. The Division of Human Resources/Labor Relations will provide the permanent employee with the written reasons for denial and the procedure for appeal.

**Procedure for Donating Sick/Vacation Leave:**

- A. Employees wishing to donate sick/vacation leave shall complete a donation form designating the case number and the number of days/hours they intend to donate.
- B. The Division of Human Resources/Labor Relations shall receive these forms and develop a list of donors in order of receipt of the forms. Forms received on the same date will be listed in order of opening and listing the

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donor. The list of intended donors as well as the list of actual donors will remain confidential to the extent practicable.

- C. An eligible permanent employee may use donated hours from the date of certification of eligibility back to the date of application.
- D. A permanent employee on catastrophic leave may not receive compensation from the District and/or benefits from public sources that exceed 100% of the permanent employee's regular compensation.

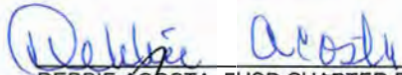
Miscellaneous

- A. Time that was donated but was not used shall be placed into a bank to be allocated for use to the next Union member. returned to the member who donated the hours by starting with the last member(s) who donated the hours.
- B. ~~Any time donated by a member to a non-Union member that is not used shall be returned to that Union bank.~~
- C. ~~The District shall notify the Union, on a monthly basis, of the current remaining number of hours for each qualified member.~~
  - 1) If the transfer of eligible sick leave/vacation credits is approved by the Division of Human Resources/Labor Relations an employee may, upon written notice to the District, donate eligible leave credits at a minimum of one (1) day as defined by the number of hours the donating employee works during a regular contracted day and in hour increments thereafter.
  - 2) The maximum amount of time for which donated leave credits may be used, but not to exceed use of maximum period of twelve (12) consecutive months.
  - 3) Donating leave to another employee shall not otherwise preclude eligibility of P.A.D. incentive.
  - 4) An employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.

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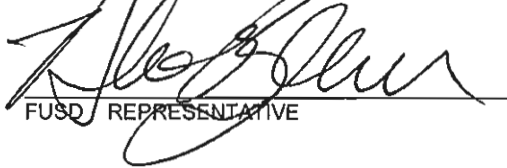
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DEBBIE ACOSTA, FUSD CHAPTER PRESIDENT

DATE: 1/31/2023



FUSD REPRESENTATIVE

DATE: 1/31/23

## **Tentative agreement between SEIU 521 and Fresno Unified School District**

November 16, 2022

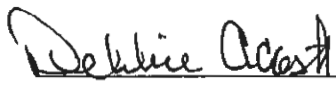
### **ARTICLE 19 – MISCELLANEOUS PROVISIONS**

1. The District shall make a copy of the agreement available on the District's website and publish and provide copies of the contract, as needed, for bargaining unit members upon request.
2. The District agrees to provide the full cost of any medical examination required as a condition of continued employment, including, but not limited to, the provisions outlined in the Educational Code.
3. If merit and ability are relatively equal as determined at the sole discretion of management, seniority shall prevail in the assignment of bus drivers to the bus shed during the summer months. Seniority in the Transportation Department shall be established solely on the date of hire in Transportation.
4. Meeting that standards of expectations as used in Agreement shall be defined as not having a "Need to Improve" on their most recent evaluation. Sections 13.3 (Evaluation) and Article 23 (Promotion) will apply in the definition of standards of expectations.
5. Any examinations or testing required by the District shall be done on paid time. This time will not be deducted in any way from the employee. It is the employee's responsibility to maintain current licenses. The following process will be followed:
  - a) Employee must give supervisor advance notice of not less than five (5) working days to take DMV physical for medical renew certification.
  - b) An employee shall be permitted District paid time to take medical physical examination for DMV medical card renewal.
  - c) If less than five (5) working days' notice is given by employee, supervisor has the right to refuse employee's request and require employee to reschedule with department head approval. Upon approval by department head and circumstance permitting, exceptions can be made so as to not affect the department in a negative manner.
  - d) The District will provide additional District-paid time off beyond the initial visit to employee for submitting paperwork to DMV, to renew driver's license or medical cards ~~upon immediate cards~~ upon immediate supervisor approval.



- e) Employee will be permitted District paid time to participate in other District employment procedures during working hours.
- 6. If merit and ability are relatively equal as determined by management, seniority shall prevail in open assignments within the same classification at worksite/department, e.g., custodial, transportation, warehouse, gardening.
- 7. State Unemployment Insurance: Entitlement to State Unemployment Insurance Benefits (UIB) shall be subject to applicable law. The parties understand this provision has no binding effect on the Employment Development Department (EDD) or other State or Federal agencies. The parties further understand neither the District nor the Union are legally obligated to provide employees representation at an EDD Hearing or similar administrative hearing related to UIB.

 Date 11/22/22  
For Fresno Unified School District

 Date 11/22/2022  
For SEIU 521

SEIU Local 521  
FRESNO UNIFIED SCHOOL DISTRICT  
2022 NEGOTIATIONS  
11-22-22

Tentative Agreement: SEIU Local 521 and Fresno Unified School District tentatively agree to the following changes to Article 20, all other sections of this article remain closed with no amended changes.

ARTICLE 20 – NONDISCRIMINATION

1. The Board of Education ~~believes a strong commitment to equal opportunity is more than a legal and moral obligation. It is also a sound business practice to realize the potential of every individual. In order to provide equal employment and advancement opportunities to all individuals, employment decisions will be based on merit, qualifications and abilities. Except where required or permitted by law, employment practices~~ shall not illegally discriminate in regard to wages, hours, or terms and conditions of employment against any unit member on the basis of race, color, domicile, creed, age over 40, sex, pregnancy (including childbirth and breastfeeding) national origin, political affiliation, marital status (in hiring), physical handicap, physical or mental disability, Veteran status, sexual orientation, religion (including religious dress and grooming practices), membership in an employee organization, genetic information, gender, gender identity, or gender expression, genetic predisposition, medical conditions, military or and veteran status, sexual orientation, or participation in lawful activities of an employee organization or any other basis prescribed by federal or state law.
2. Employment application forms and oral interview procedures shall not refer to membership in or preference for employee organizations.
3. ~~The District remains committed to providing a harmonious work environment in which all individuals are treated with respect and dignity. Behaviors that contribute to hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated. Employees who have questions or concerns about any type of unlawful discrimination or unlawful harassment in the workplace are strongly encouraged to provide a complaint or question, written or oral, to their appropriate manager, supervisor, or Human Resources. Any complaint for discrimination or harassment should be specific and should include the names of the persons involved and the names of any witnesses. The District will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. In the event the employee's concerns are not addressed internally within a reasonable period of time, the employee or the Union may file a grievance as referenced~~

in Article 15 — Grievance Procedure. The District will not retaliate against an employee for filing a complaint and will not knowingly permit retaliation by management/supervisor employees or coworkers.

Debbie Acosta 11/22/2022 DATE:  
DEBBIE ACOSTA, FUSD CHAPTER PRESIDENT

[Signature] 11/22/22 DATE  
PATRICK JENSEN, FUSD

**SEIU Local 521  
FRESNO UNIFIED SCHOOL DISTRICT  
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11-22-22**

**Tentative Agreement: SEIU Local 521 and Fresno Unified School District tentatively agree to the following changes to Article 25, all other sections of this article remain closed with no amended changes.**

**ARTICLE 25 – RECOGNITION**

1. The District recognizes the Service Employees International Union, Local 521, CTW/CLC as the exclusive representative for that unit of employees recognized by the Public Employment Relations Board in the Certification of Representative form dated May 10, 1979, with modifications as agreed to by the District and the Union. That unit of employees is described below:

Auditorium Operations Manager  
Bus Driver  
Custodian  
Dispatcher  
District Courier  
District Courier II  
Grounds Maintenance Worker I  
Grounds Maintenance Worker II  
Grounds Maintenance Worker III  
Grounds Maintenance Worker IV  
Plant Coordinator I  
Plant Coordinator II  
Lead Custodian  
Physical Education Custodian  
Relief Bus Driver  
Senior Bus Driver/**Team Bus Driver**  
Stadium Grounds Specialist  
Substitute Custodian  
Swimming Pool Operator  
Truck Driver  
Transportation Scheduler  
Warehouse Freezer Worker  
Warehouse Worker/Driver I  
Warehouse Worker/Driver II  
Warehouse Worker/Trainee

And excluding all other employees, including substitutes, management, supervisory, confidential and non-classified employees. Also excluded are all part-time (not regular employees) and casual employees.

2. The District agrees to notify the Union whenever a new job classification within the unit is created. The District agrees to negotiate with the Union regarding the salary range assigned to the job classification.

Debbie Acosta 11/22/2022 DATE:  
DEBBIE ACOSTA, FUSD CHAPTER PRESIDENT

Patrick Jensen 11/24/22 DATE  
PATRICK JENSEN, FUSD

**SEIU Local 521  
FRESNO UNIFIED SCHOOL DISTRICT  
2022-2023 NEGOTIATIONS  
TENTATIVE AGREEMENT ARTICLE 28 1-31-2023**

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**Tentative Agreement: SEIU Local 521 and Fresno Unified School District tentatively agree to the following changes to Article 28, all other sections of this article remain closed with no amended changes.**

**Revise all gender specific pronouns as “he/she” and “him/her” to the “employee” as grammatically appropriate throughout the article.**

**ARTICLE 28 – SAFETY CONDITIONS**

1. Safety is a primary concern of the Board of Education and the Union, and the Board directs that a safety program be instituted to fulfill this responsibility for employees.
2. The safety program will be directed toward maintaining safe working conditions and equipment and shall comply with standards prescribed by Federal, State and local laws and regulations affecting employee safety.
3. The Board believes in the dignity of work and feels every person should derive personal satisfaction from his/her employees’ work, free from injury or illness; therefore, safety must always be a part of any function or work performed by employees of this District.
4. A District wide Safety Committee and Department Safety Committee compromise of bargaining unit representatives, department head and his/her representatives shall be formed and shall meet at the request of any member to discuss safety and other work-related conditions. Decisions of the above committee of the District relative to safety are not subject to the Grievance Procedure Article. The formation and utilization of the above committee are subject to the Grievance Procedure.
5. Safety prescription glasses will be provided to all unit members who are required to wear them in their work as recommended by the Department Head and approved by the Director of Health Benefits and Risk Management.
6. Bargaining unit members shall not be required to work under unsafe conditions or perform tasks which endanger their health or safety which have been brought to the attention of the District.
7. The District will provide trainings and/or in-service when appropriate and as determined by the department to Employees concerning health and safety. including Safety orientation(s) for all will be required for all new equipment and the District will provide the necessary materials for training.



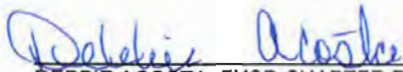
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8. When a Transportation Driver returns from a leave of absence or sick leave from the District, ~~the bus should not be assigned until after the allotted time the driver has to call in the morning following their return to work, to allow the driver to return to their assigned bus.~~ they will be assigned their regular bus used prior to the leave when available. Buses may be utilized for the operational needs of the Transportation Department as it relates to student transportation to and from school and to and from home as well as field trips. The Department will only implement this rule when no other available bus to accommodate the operational needs is available.
- ~~9. The District will supply at no cost to employees, all personal protective equipment as recommended by a State of California Agency, Federal Agency, or Public Health Authority as needed to perform their duties and maintain a safe environment for employees.~~
- ~~10. The District will send notices to employees and the Union when a school site, building or location where employees work has been identified as a location that has an active threat of violence or an outbreak of an identifiable disease that could result in putting employees at risk.~~
- ~~11. In the event that a pandemic is declared by a State of California Agency, Federal Agency, or Public Health Authority, requiring vaccinations or testing as a result of the order, the District will not require employees to pay the cost of the required vaccine or testing.~~
- ~~12. In the event that a pandemic is declared by a State of California Agency, Federal Agency, or Public Health Authority, the District will compensate employees a five percent (5%) differential beginning the first day the declaration is instituted until the last day the declaration is in place.~~
9. ~~13.~~ The Transportation Department will allow all bus drivers a minimum of thirty (30) minutes for each pre-trip inspection required by CHP or other applicable law. ~~at the beginning and ending of their scheduled shift to pre-trip and post-trip their bus for safety. This scheduled time will be made available before they are required to arrive at their first am pick up. or last pm pick up~~
- ~~14. The Warehouse Department will allow all drivers a minimum of thirty (30) minutes at the beginning and ending of their scheduled shift to pre-trip and post-trip their trucks for safety. This scheduled time will be made available before they are required to begin their shift and at the end of their shift~~

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DEBBIE ACOSTA, FUSD CHAPTER PRESIDENT

DATE: 1/31/2023



FUSD REPRESENTATIVE

DATE: 1-31-23

SEIU Local 521

FRESNO UNIFIED SCHOOL DISTRICT

2022-2023 NEGOTIATIONS

TENTATIVE AGREEMENT Article 30 P#8 3-3-2023

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Revise all gender specific pronouns as “he/she” and “him/her” to the “employee” as grammatically appropriate throughout the article.

### **ARTICLE 30 – HEALTH & WELFARE BENEFITS**

#### **1. General Provisions**

A. FUSD shall provide a fully paid health plan (less the applicable employee contribution) for employees and eligible dependents and a dental, life and vision plan for eligible employees. The current monthly employee contribution for the health plan is based upon a tiered structure.

B. The District's fringe benefits shall include the following programs for all applicable employees.

C.

- 1) **Health Insurance:** Coverage for bargaining unit members and eligible dependents shall be as specific in the FUSD Employee Health Care Plan Document.

The District's Employee Health Care Plan Document shall be considered a part of this article. Any revisions, modifications, additions, deletions, termination and/or change of health care providers as identified in the plan document dated July 1, 1992 shall be subject to the authority of the Joint Health Management Board (JHMB).

- 2) The District shall not prohibit any unit member from enrolling all eligible dependents as defined by the eligibility requirements of the FUSD Employee Health Care Plan Document.

- 3) **Dental Insurance (Delta Dental):** Employees only. Eligible dependent(s) coverage available at employee's expense. Employees/dependents coverage shall conform to benefits specifications in the FUSD Employee Health Care Plan Document.

- 4) **Vision Insurance:** Employee's coverage shall conform to the present District Vision Program. The Medical Eye Services and PUD Dental Plans are an additional option to the Vision and Dental Plans currently

existing between the Fresno Unified School District and the Service Employees International Union, Local 521, CTW/CLC.

- 5) **Life Insurance:** Employees only. Supplemental units of insurance and dependent coverage are available at employee's expense.
- 6) A bargaining unit member must be employed fifty percent (50%) or more to be eligible for the District's health and welfare benefits. Any increase in costs for the benefits described above during the term of this Agreement shall be borne by the District.
- 7) Employees and eligible dependents must enroll within thirty (30) days of employment.

The District shall provide one 60-day open enrollment period each year beginning approximately October 1 for all bargaining unit members and eligible dependents not currently in the existing FUSD Employee Health Care Plan. Unit members enrolling or adding dependents shall effect coverage on January 1 following open enrollment, provided properly completed enrollment materials are received by the District by the 30<sup>th</sup> of November.

## 2. **Joint Health Management Board (JHMB)**

- A. A Consultant and Plan Administrator shall be selected and funded by JHMB, who will remain in a contractual and/or employment relationship with the District.
- B. Contracts and Compensation for the Consultant and Plan Administrator shall be recommended by JHMB, but subject to approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.
- C. Reporting, reports and disclosures of the Consultant and Plan Administrator shall be recommended by JHMB.
- D. The JHMB will, as soon as possible, establish written procedures for conducting its functions as set forth in this Agreement. Such procedures shall include:
  - 1) Voting procedures, including absentee voting.
  - 2) Establishing regular meeting dates.
  - 3) Establishing subcommittees.
  - 4) Setting the agenda and prioritizing of JHMB activities.

- 5) The establishment of terms for JHMB members. Such terms shall promote stability and continuity of membership in order to foster expertise in the subject matter of the JHMB.
- E. Labor and Management shall each have one (1) vote on the JHMB.
- F. Labor representation shall be proportional to membership in determining the one (1) labor vote. Management representation shall be determined by the District. The decision-making process of the JHMB shall be:
- 1) Consensus; if consensus cannot be reached, section (B) applies.
  - 2) If consensus is not reached, the following is an example of the weighted vote for employee groups.
- Example:**  
The voting structure is weighted with each group maintaining a percentage of the weighted vote based on the number of eligible active employees in the unit as a portion of all represented eligible active employees in the District. For example, based on the Union representing approximately 572 represented eligible active employees, (out of a total of 6,756), the Union's voting weight would be 8.5 percent (8.5%).
- G. There shall be binding arbitration of any JHMB deadlocked votes: provided however the arbitrator(s) shall have no authority to increase the District's contribution to the Health Fund. Rather, such an increase can only occur, if at all, through subsequent negotiated agreements and ratification thereof by all parties. Upon agreement by Labor and Management (i.e., each casting its single vote in the affirmative), such arbitration may be "Expedited arbitration" on a case-by-case basis. The cost of arbitration is to be borne by the Health Fund. Arbitrators shall be selected from a list provided by the California State Mediation and Conciliation Service.
- H. All Plan Design modifications, including but not limited to co-pays, deductibles, premium contributions and assessments, and selection, addition or termination of health plans/providers for all active and retired employees (regardless of age) shall be made by the JHMB (unless a deadlock goes to arbitration), and implemented upon JHMB action/arbitration decision without the need for further negotiations and/or ratification by the parties. Any premium contributions shall be accomplished through automatic payroll deduction for employees and through direct contributions from retirees.

- I. All vendor Contracts are to be negotiated by JHMB, subject to approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.
- J. The JHMB will assume full responsibility for all retiree health benefits, including the funding of unfunded liability as required by law, and the maintenance of prudent IBNR's, both of which shall be in accordance with actuarial recommendations. The JHMB will set as a target allocation of \$2 million annually and will allocate not less than \$1 million annually from the Health Fund toward such unfunded liability.

3. **Withdrawal From FUSD/JHMB Benefits Coverage:**

- A. The current negotiated agreement between the District and the union requires the District to provide health coverage to eligible employees pursuant to a District-provided health plan as summarized in the Medical Plan document.
- B. As a result of 2004-2005 negotiations, the parties have agreed to delegate governance and administration of the District-provided health plan to a labor-management Joint Health Management Board ("JHMB").
- C. The union agrees to the establishment of the JHMB and agrees to participate thereon pursuant to the negotiated agreement and any related memoranda of understanding or side letters to which the union is a party. However, the union wishes to set forth conditions under which it may elect to withdraw from the JHMB-administered FUSD-provided health plan in the future.
- D. The parties agree that the union may withdraw from the FUSD-provided health plan administered by the JHMB only under the following conditions:
  - 1) The union may withdraw during an annual window period by providing written notice to the District and to the JHMB by certified mail no later than 90 (ninety) calendar days prior to June 30<sup>th</sup> of its decision to withdraw effective June 30<sup>th</sup> of that year.
  - 2) As a precondition to withdrawal, the union must certify to the District's satisfaction that it has secured alternate and uninterrupted health coverage for its members and retirees such that the District and the JHMB are absolved of any present or future responsibility to provide such coverage.
  - 3) Upon withdrawal, and absent negotiated agreement providing otherwise, the District shall allocate to the withdrawing union, on an annual basis, an amount of money equal to the District's contribution per



active participant (in effect on the June 30 effective date of withdrawal), multiplied by the applicable number of active participants in each future year. This amount shall be reduced as appropriate and legally required to account for any expenses and/or financial obligations, etc. that may remain with the FUSD/JHMB at and/or following the time of withdrawal.

- 4) Once the union withdraws, it shall be solely responsible for providing health benefits to its represented members and members who have retired or will retire from the District, including but not limited to any unfunded liabilities related thereto. Upon withdrawal, the union absolves the District of any future responsibility to provide benefits for employees and retirees of the District who were, are, or will be represented by the withdrawing union.

- E. Any disagreements between the union and the District regarding whether the foregoing requirements for withdrawal have been met shall be subject to expedited binding arbitration through the California State Mediation Service. In such a case, any proposed union withdrawal from the FUSD Health Plan shall not be implemented until such decisions has been issued.

#### 4. **Health Fund**

- A. Effective as of July 1, ~~2019-22~~ the annual per active employee contribution to the Health Fund is ~~\$49,348. Union proposes updating to current rate.~~ **\$22,953.**
- B. Current medical IBNR's shall remain as IBNR's in the Health Fund.

#### 5. **Procedures Regarding Potential Underfunding of Health Fund**

- A. The JHMB shall report to the District and all employee associations on a quarterly basis regarding that status of the Health Fund.
- B. Specifically, such reports shall indicate whether actual expenditures from all components of the Health Plan are projected to exceed budgeted Health Fund revenues (the "shortfall"). This determination shall be made based on claims experience and expenses to date, projected according to objective, industry-based and historical trends to yield an annualized projection of total expenditure.
- C. If the shortfall is less than three percent (3%), the JHMB shall act immediately to increase eligible employee and/or retiree contributions or assessments, and/or modify plan design pursuant to section (7)(h) above. Such action shall negate the shortfall within the fiscal year.

- D. If the shortfall is three percent (3%) or more, the Health Plan Reserve Assessment shall automatically and immediately be increased for all eligible active employees and eligible pre-65 year old retirees. Such increase shall be in the amount necessary to negate to shortfall within the fiscal year. In determining the amount of the increase, the JHMB shall base its decision on the information and recommendations of the JHMB's consultant. If the JHMB cannot agree on the amount of the increase within fifteen (15) days of the consultant's recommendations, the consultant's recommendations shall be implemented.
- E. JHMB actions and/or automatic assessments shall apply as set forth in paragraphs (3) and (4) above regarding any month in which a projected shortfall is determined to exist.
- F. If any of the foregoing actions do not negate the shortfall in the same fiscal year, and the District must temporarily fund the remaining shortfall, such amount shall be deducted from the District's contribution to the Health Fund for the following year.
- G. Notwithstanding number (4) immediately above, any midyear increase to the Health Plan Reserve Assessment representing a shortfall of three percent (3%) or more shall not immediately be passed on to active and retired employees during the fiscal year of such increase. Instead, such amount shall be temporarily funded by the District. Such amount shall be repaid to the District the following fiscal year by increasing the Health Plan Reserve Assessment paid by employees in an amount and for the duration of time necessary for the District to recoup its temporary "loan" within such following fiscal year. Such increase shall be in addition to any regular, annual increases the JHMB might impose pursuant to Section II (JHMB) #8. This paragraph 8 shall be effective and apply only to the 2005-2006 school year

6. **HEALTH AND WELFARE AND COMPENSATION**

- A. Commencing with the 2014-2015 school year and continuing year to year unless negotiated otherwise, the District's contribution to the Health Fund as set forth in Section 4 of this Article "Health Fund", shall be automatically increased by the percentage figure representing the effective, ongoing dollar increase to the District's base grant revenues (BGR) actually received by the District in the applicable school year, including any ongoing deficit reduction or equalization, and/or any other ongoing adjustment to the District's funded BGR and accounting for declining or increased enrollment, except the annual contribution per each active eligible employee shall not decrease year to year.

- B. The foregoing shall constitute the District's maximum contribution to the Health Fund. The JHMB shall be responsible for implementing any changes necessary to ensure that health and welfare costs in excess of this level of contribution shall be borne by eligible active employees and eligible retirees in the Health Plan through plan design and or employee/retiree contribution/assessment changes, and/or any other JHMB actions as described in Section II, paragraph 8 (JHMB). Such changes must be adopted by the JHMB and implemented effective July 1 annually except for any changes made pursuant to section V. (Procedures Regarding Potential Underfunding of Health Fund).
- C. The District's contribution per active eligible employee to the health fund shall not be less than the amount set forth in Section IV of this Article "Health Fund."

7. **Retiree Benefits**

The District shall provide paid health and accident benefits for retirees in accordance with the following provisions:

- A. An eligible retiree is one who:
- 1) Has been hired prior to January 1, 1982 and who has served ten (10) years of service in the Fresno Unified School District;
  - 2) Has been hired after January 1, 1982 and has served sixteen (16) years of service in the Fresno Unified School District;
  - 3) Has been hired prior to January 1, 1982 whether or not ~~he/she~~ **the employee** resigned from the District and was rehired between January 1, 1982 and July 1, 1994 and who has at least a total of ten years of service in the Fresno Unified School District;
  - 4) Has been hired after July 1, 1994 regardless if ~~he/she~~ **the employee** was hired before January 1, 1982 and who has served sixteen years of service in the Fresno Unified School District;
  - 5) Retirement Benefits and Eligibility for Employees Hired On or After July 1, 2005: The following eligibility requirements and District-provided retirement benefits shall apply to employees hired on or after July 1, 2005.
    - Minimum age: 60
    - Minimum years of service with the District: 25
    - Benefit coverage for employee and spouse

- Benefit coverage to age 65 or age of Medicare eligibility if revised by law (no post-65/post-age of Medicare eligibility benefits)\*

\*The District shall provide up to five (5) years of retiree benefits regardless of whether the minimum age of Medicare eligibility is revised by law. In such event, the District's minimum age of eligibility for retiree benefits shall be amended accordingly. For example, if the Medicare age of eligibility is increased to 67 years of age, the District's minimum age of eligibility for retiree benefits shall automatically be increased to 62.

These modifications shall not apply to laid off employees who were hired on or before June 30, 2005 and are rehired by the District within the applicable statutory reemployment period since such a break in service is disregarded. Instead, such rehired employees shall be eligible for and receive retirement benefits pursuant to conditions that exist for employees hired prior to July 1, 2005.

- 6) Has reached the age of fifty-seven and one-half (57½) years, except in the case of debilitants. A debilitant, as so certified by PERS, becomes eligible for this benefit immediately if such debilitant has had ten (10) years since in the District. Board-approved leave shall be counted in the years' service requirements for the benefit. After January 1, 1982 only Board-approved health leave will be counted in the years' service requirement for this benefit.
- B. An eligible dependent(s) is defined as meeting the eligibility requirements of the FUSD Employee Health Care Plan.
  - C. Eligibility is further determined by both the retiree and/or dependent(s) enrolling in Medicare Part "A" when first qualified for such coverage through Social Security eligibility at no cost to the retiree and/or dependent(s). Additionally, it is required that all retirees and/or dependent(s) enroll in Medicare Part "B" upon becoming eligible.
  - D. If an eligible retiree, as defined in paragraph "A" above or an active employee eligible for retirement (on and after age 50 and not as a debilitant) is deceased prior to age fifty-seven and one-half (57-1/2), the spouse may purchase the District plan at cost until the retiree would have reached age fifty-seven and one-half (57½), at which time the District would absorb the cost.
  - E. All references to "Medicare" refer to the Federal Medicare Law as described in Title 18 of the Social Security Act of 1964. An eligible dependent(s) is defined as meeting the eligibility requirements of the carrier as currently existing.

- F. Eligible bargaining unit members retiring after the age of fifty (50) who maintain coverage under the District's Health and Accident Plan at their own expense shall be eligible for District-paid coverage at age fifty-seven and one-half (57½) in accordance with the other provisions in this article.
- G. Disputes arising over the application of this article shall not be subject to the "Grievance Procedure" printed within this Agreement. This shall not be construed so as to prevent the submission of such disputes to the appropriate court of law.
- H. **Additional PERS Contribution**  
The District will make a PERS contribution for school day only employees who work a summer school assignment.
- I. **Hold Harmless:** The parties acknowledge that the District has taken the position in these negotiations that this collective bargaining agreement has the legal effect of modifying benefits (deductibles and co pays) contributions and other assessments for current retirees of the District. The parties further acknowledge that the unions/associations have disputed the District's position regarding contributions and other assessments for retirees. Notwithstanding this difference, the parties agree that this agreement is a valid and binding collectively bargained agreement which, if the District's position is correct legally established contributions and other assessments by current retirees. Nothing herein shall be construed as acceptance or acquiescence by the unions of the legitimacy of the District's position in this regard. Accordingly, should future District action to implement assessments and contributions from current retirees based on this collective bargaining agreement be challenged in an appropriate forum, and if the unions are named as a party in such action, the District hereby agrees to defend, hold harmless and indemnify the unions for any adverse final judgment and any reasonable attorney's fees and costs incurred by the unions/associations. The District shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

## 8. **Plan Design**

- A. **Cross-Covered Participants (Active and/or retired employees and spouses are either FUSD employees or retirees):** Cross-covered participants through the annual open enrollment process will have the opportunity to choose whether they desire to retain cross-covered status. Those cross-covered participants who elect to retain this status shall be required to cross-enroll themselves and eligible dependent children (if applicable) under each participant's plan. Each participant is required to pay

the established monthly two party or family premium, as applicable, for the coverage(s) chosen.

Those current cross-covered participants who elect through open enrollment not to remain cross-covered, shall receive the same benefit levels (plan design) and incur the same monthly premium expenses as all other non-cross-covered participants.

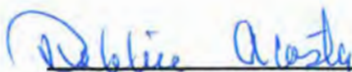
- B. **No Opting Out:** All eligible District employees shall be required to participate in the Health Benefits Plan so long as the Associate is a member of JHMB and its unit members receive JHMB administered District-provided benefits as set forth herein and shall be required to pay the monthly contributions and assessments, at least at the employee only level for any plan(s) or coverage.
- C. **Other Clarifications (All Employees and Retirees):** The first four (4) clarifications shall apply to all employees and retirees who are not cross covered as set forth in paragraph 10 above. The fifth bullet applies to all employees and retirees including those who are cross covered as set forth in paragraph 6 above.
- No co-pays apply to annual deductibles or the out of pocket maximums.
  - The deductible will not apply to out of pocket maximum.
  - The \$100 emergency room co-pay shall be applied to each and every visit to the emergency room (waived only if admitted).
  - The \$10/\$35 (Generic/Brand) prescription co-pay assumes the same \$10/\$35 co-pay for a 30-90-day maximum supply at retailer a 180 day (maintenance only) maximum at mail order.
  - Prescription benefits include and are subject to manufacturer quantity limit restrictions in accordance with maximum quantities that may be dispensed in a single prescription.
  - This applies to all participants including cross covered.
- D. The monthly contributions and assessments shall be determined by the Joint Health Management Board.

**All Eligible Active Employees and Eligible Retirees Up to Age 75 Health Plan Reserve Assessment:** All eligible active employees and pre-65-year-old retirees shall contribute a Health Plan Reserve Assessment of \$10.00 per month. However, these monthly contributions shall continue only until the retiree and/or dependent reaches age 75, at which time the post-75-year-old retiree/dependent shall not be required to make any monthly contributions. The funds generated from this Assessment shall be placed in a Health Plan Reserve to offset current and future health care cost increases as needed. If the Joint Health Management Board determines



such funds are not needed for this purpose, the Board may determine to reduce, rebate or refund such assessment. All retiree plan participants age 65 and over who are eligible for Medicare shall designate Medicare as their primary insurance coverage.

- E. Plan Design shall be determined by the Joint Health Management Board.

  
DEBBIE ACOSTA, FUSD CHAPTER PRESIDENT

DATE: 3/3/2023

  
FUSD REPRESENTATIVE

DATE: 3/3/2023

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SEIU 521 & FUSD

Tentative Agreement 1-25-23

**ARTICLE 32 – REDUCTION IN FORCE**

1. Seniority: In a reduction in force and reemployment procedures, seniority, as defined in Article 3, shall govern.
2. Reasons for Reduction in Force: Reduction in force shall be defined as a separation from the classified service for lack of work or lack of funds in accordance with the provisions of Education Code sections 45114, 45115, 45117, 45298, and 45308. For purposes of this Article, a reduction of hours shall be considered a reduction in force.
3. Order of Reduction in Force: Whenever an employee is subject to a reduction in force, employees will be laid off according to their seniority in the following order: first, temporary; second, probationary; third, permanent.
  - A. The order of reduction of permanent and probationary employees shall be determined as follows:
    1. For a reduction in force within a classification, the order of reduction in force shall be by classification seniority.
    2. For a reduction in force within a department, the order of reduction in force shall be by departmental seniority.
    3. If two (2) or more employees subject to reduction in force have equal seniority with the classification, the employee to receive the layoff notice shall be determined by lot.
  - B. In the event of a reduction in force, the following steps will be followed in order to determine placement of the affected employee(s):
    1. The affected employee(s) will be offered the ability to elect a voluntary layoff status at any step of the reduction in force process. An employee who elects voluntary layoff status will retain his/her their reemployment rights.
    2. The affected employee(s) may apply for and will be given any position within the bargaining unit for which they are qualified and for which they meet position requirements within the Bargaining unit. Affected employees may exercise this option at any time of the reduction in force process. An affected full-time employee, at his/her option, may be placed into any vacant part-time position in the above order, provided he/she the employee meets the position requirements.

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4. In the event an employee cannot exercise option 3(B)(1) or 3(B)(2) above, the District will conduct the reduction in force by lowest status and reverse seniority for each classification. In addition, the District will lay off the least senior employee in each classification until the necessary number of the reduction is met.
5. Notice of Layoffs:

Procedures for layoff notice and right to hearing are set forth in Education Code Section 45117. The District shall provide SEIU advanced notice prior to sending out notices to affected employees. The parties shall meet to review seniority lists in all affected classifications no more than sixty (60) days following the notice of the intent to layoff bargaining unit employees. The District shall notify the affected employees in writing and contact the Union not less than sixty (60) days prior to the effective date of any layoff. (Education Code section 45117.)

6. Employment Status of Permanent Employees:

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the employees

- A. Replacement Privileges: If there is not less senior Employee in ~~his/her~~ current job title, the more senior Employee may displace the least senior employee in another job title (or in a lesser employment status if there no less senior employee in the same status) if the employee affected by the reduction in force has worked in the other job classification in the District within the past twelve (12) months, meets the minimum position requirements, is able to pass the basic skills competency for the position as determined by the District and is able to satisfactorily perform the job with minimal orientation.
- B. Reemployment List – Thirty-nine (39) Months: The names of permanent and probationary employees who are laid off because of lack of work or funds shall be placed on a reemployment list for thirty-nine (39) months for the classification in which they hold permanent status and shall be reemployed as positions become vacant in their classification in the inverse order of layoff. The names of probationary employees who are laid off because of lack of work or funds shall be placed on a reemployment list for thirty-nine (39) months for the classification in which they hold permanent status and shall be reemployed as positions become vacant in their classification in the inverse order of layoff. The Union will be provided with a copy of the reemployment list within 30 days of layoffs.
- C. Reemployment Rights: Any employee subject to a reduction in force and placed on the thirty-nine (39) reemployment list shall be offered open positions for which they qualify and for which they meet position requirements in the bargaining unit in preference to outside applicants in the inverse order of layoff.

- 1) A unit member who fails to report to work following the acceptance of the position offered shall be permanently removed from the thirty-nine (39) month reemployment list and ~~he/she~~ the employee shall forfeit all rights to which ~~he/she~~ the employee would otherwise be entitled.
- 2) Whenever a unit member subject to reduction in force rejects two (2) offers of reemployment for a position for which ~~he/she~~ the employee is qualified and for which ~~he/she~~ the employee meets ~~to the~~ position requirements shall be permanently removed from the thirty-nine (39) month reemployment list and ~~he/she~~ the employee shall forfeit all rights to which ~~he/she~~ the employee would otherwise be entitled.

#### ~~7. TRANSPORTATION ROUTE BIDDING~~

~~A. — Notification of Route Assignment: The Transportation Department shall notify each employee of the date for the route bidding by letter of return thirty (30) days prior to the start of the school year.~~

##### ~~1. — Process~~

~~a. — Routes shall be posted in the Transportation Office at least twelve (12) calendar days prior to the start of the new school year.~~

~~b. — Drivers shall select their routes seven (7) calendar days prior to the start of the new school year. Any bid rejected by management will be explained to the individual driver and at that point the driver shall receive five (5) additional minutes for route selection.~~

~~c. — The Union shall be present during the route bidding process.~~

~~B. — The bidding process will be at five (5) minute intervals beginning with the most senior person in that FTE classification.~~

~~C. — Absentee Bid — Any employee who is unable to submit their bid in person may give a proxy letter allowing another person to select a route for the employee. This process is not grievable.~~

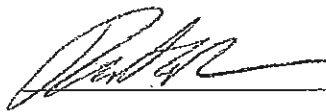
~~D. — Reassignment — At the discretion of the District, routes may be reassigned during the year only for reasons of progressive discipline, employees can determine to file a grievance based on CBA Article 15, or a safety issue pertaining to student conduct. Reassignments are not grievable if the progressive discipline has not been grieved. Drivers who have been removed from a route for reasons of progressive discipline will be disallowed from~~

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~~bidding on said route for the following twelve (12) months, provided that there has been no additional performance/progressive disciplinary action taken within the twelve (12) month period.~~

~~E. Unassigned Routes — Any remaining unassigned routes will be assigned within the employees FTE classification. These assignments shall not be grievable.~~

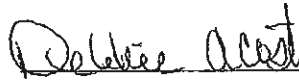
~~F. Route Openings — Following this process, if a route becomes open for any reason, it shall be posted and offered to the next most senior individual within the FTE classification.~~



Date

1/15/23

For Fresno Unified School District



Date

1/31/2023

For SEIU 521

SEIU Local 521  
FRESNO UNIFIED SCHOOL DISTRICT  
2022-2023 NEGOTIATIONS  
TENTATIVE AGREEMENT 1-31-2023

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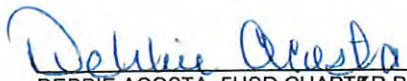

SEIU 521 Proposal #6 TENTATIVE AGREEMENT

Tentative Agreement: SEIU Local 521 and Fresno Unified School District tentatively agree to the following changes to Article 33, all other sections of this article remain closed with no amended changes.

ARTICLE 33 – SUPPORT OF AGREEMENT

~~The Union agrees to this Agreement for its term and will not appear before the public school employer in order to seek change or improvement in any matter subject to the meet and negotiation process, except as by mutual agreement of the District and the Union.~~

The District and SEIU agree that it is to their mutual benefit to support the Agreement for its term.

  
DEBBIE ACOSTA, FUSD CHAPTER PRESIDENT  
  
FUSD REPRESENTATIVE

DATE: 1/31/2025

DATE: 1/3/23



**Tentative agreement between SEIU 521 and Fresno Unified School District**

November 16, 2022

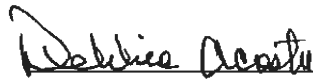
**ARTICLE 35 – TERM**

1. A material provision of this 2019~~22~~-2022~~25~~ Agreement is the District's commitment to fund increased health and welfare costs for the term, and upon expiration of this three-year agreement.
2. This Agreement shall remain in full force and effect up to and including June 30, 2022~~25~~.
3. For the 2019~~22~~-2024~~25~~ school years, either party by mutual agreement may reopen on salary and two (2) additional non-economic Articles to be chosen by each party by delivering its reopener proposal to the other party no later than June 1 or each year.
4. The parties to this Agreement concur that the District's Health Care Plan is a major portion of employee's total compensation. Further, both agree that development and implementation of reasonable and effective measures to control to cost of this program without reducing benefit levels are in their mutual best interest. (See Article 30 – Fringe Benefits)
5. In the event a successor Agreement is not adopted prior to the termination date of June 30, 2022~~25~~, this Agreement shall remain in full force and effect until such time as a successor Agreement is adopted or the impasse procedures set forth in Chapter 10.7, Division 4 of Title I of the Government Code, commencing with Section 3548, are exhausted.



Date 11/22/22

For Fresno Unified School District



Date 11/22/2022

For SEIU 521

## **Tentative agreement between SEIU 521 and Fresno Unified School District**

November 16, 2022

### **ARTICLE 36 – TRANSFER**

Because service to the school District is recognized as the fundamental concern in the employment of all personnel, the transfer of personnel in the interest of the District is established as a matter of course. Transfers may be originated with the Administration or may be requested by an employee. "Transfer" refers to a horizontal movement of an employee from one job to another in the same class of positions and at the same salary rate. A "transfer" includes the movement of an employee from one school site to another site (i.e., from Webster Elementary School to Muir Elementary School).

A transfer may be affected by one of the following two methods: (1) Voluntary transfers, which are initiated at the request of the employee, and (2) Administrative or involuntary transfers, which are initiated by the District.

A transfer request should not be confused with a request for consideration for promotional opportunity.

#### **1. Transfer – Employee-Initiated**

- A. Employees who are permanent classified employees may request a transfer to a position on the same job classification level by submitting the Classified Transfer Request Form to the Division of Human Resources/Labor Relations. These forms are available from the head secretary of each school or department, or by request from the Division of Human Resources/Labor Relations. Employees may submit a request for transfer at any time (in accordance with subsection "B") and shall receive consideration on a continuing basis for a period of one (1) year. However, employees are urged to withdraw a transfer request should circumstances change their willingness to accept a transfer if offered. The Administration shall consider transfer requests for all openings that occur in those classifications listed above, transfer requests on file shall be reviewed and the employees requesting transfers and found to be qualified shall be referred to the appropriate supervisor or principal for interview and consideration. When vacancies occur for these classifications, first consideration will be given to those who have requested a transfer. If no candidate is available from this pool of employees, the District may elect to interview other candidates.
- B. Employees may request a transfer by submitting the appropriate form to Human Resources/Labor Relations Department. A complete list shall be kept by Human Resources for a period of one (1) year. When an opening comes up that has been requested by someone, that position must be filled

by the principal/supervisor after interviewing the three (3) most senior employees desiring the position.

An employee to be eligible for transfer must meet the following conditions:  
1) Employee must have been in former school location for at least six (6) months, 2) Employee cannot have a negative evaluation, letter of warning or reprimand, or an unfavorable competency review on file.

If an employee who is eligible for transfer because of item 2 above, receives a positive evaluation or a letter of improvement is issued by the supervisor, the employee will again be eligible for transfer. All vacancies eligible to be filled by transfer will be posted at the school, site and Human Resources/Labor Relations Department and will be updated on a regular basis.

- C. Upon selection to a new position, the employee must serve a minimum of six (6) months in the position at ~~his/her~~ the employee's new site before being entitled for consideration of a transfer.
- D. Custodians in less than four-hour positions after three (3) months ~~six (6) months~~ in their probationary year period and possess a positive interim evaluation may apply for an open permanent custodian position at the same school site.
- E. Custodians working a split shift school assignment will be prioritized to the permanent opening at their site before consideration of outside candidates.

## 2. Transfer – Administrative

- A. The Administration may affect the transfer of a classified employee when deemed in the best interest of the school District.
- B. An administrative transfer shall be enacted by the Superintendent or a division head after these procedures have been followed:
  - 1) The employee being transferred shall be notified in writing of the recommended transfer and the reason for its request and may request a conference with ~~his/her~~ the employees immediate supervisor.
  - 2) In cases where the transfer involves the employee's performance or attitudes, the Classified Employee Competency Review Form shall be used, and the employees shall be afforded sufficient time to make any suggested corrections.

- 3) The transfer shall be discussed with the appropriate division head and approval by the Division of Human Resources/Labor Relations prior to the time the actual transfer request is initiated.
  - 4) Employees shall receive five days' notice prior to any involuntary transfer except in cases of District emergency.
- C. The District will notify employees filling in a temporary higher classification at least five (5) days in advance of their returning to their normal position.

3. **Transfer – Medical**

- A. The District will follow ADA guidelines and covering issues related to medical transfers.

 Date 11/22/22  
For Fresno Unified School District

 Date 11/22/2022  
For SEIU 521

**SEIU Local 521  
FRESNO UNIFIED SCHOOL DISTRICT  
2022-2023 NEGOTIATIONS  
TENTATIVE AGREEMENT #8**

**March 3, 2023**

**Tentative Agreement: SEIU Local 521 and Fresno Unified School District tentatively agree to the following changes to Article 38, all other sections of this article remain closed with no amended changes.**

**Revise all gender specific pronouns as “he/she” and “him/her” to the “employee” as grammatically appropriate throughout the article.**

**ARTICLE 38 – WORK OUT OF CLASS**

1. An employee occupying a regular permanent position, no longer on probation may temporarily be assigned to a higher class with appropriate administrative approval. The employee shall receive an appropriate rate of pay for the day(s) worked. Any differential pay earned shall be added to the employee's next payroll check, in accordance with established payroll guidelines.
2. In determining the appropriate rate, the step placement shall be such that the employee will be placed on the higher class at Step I. In the event placement on Step I does not result in at least a five percent (5%) increase, the employee will be placed on the first step equal to or lower than his current step which results in at least five percent (5%) increase.
3. This temporary position is to be paid at rate representing at least a 5% increase unless 5% would result in a pay schedule that would exceed the pay a Step 5 of that position.
4. Should the temporary assignment to the higher class exceed twenty (20) workdays, the employee shall be paid at a rate on the salary schedule as if the employee had been promoted to the higher level class for the entire period he/she holds the temporary position.
5. When there is a short term temporary vacancy due to vacation during the school year, sick leave, leaves, or retirement that is of short duration either for the period of the leave or until someone is hired, that position will be filled by giving preference to the most senior qualified employee from the previous lower classification within that school/worksites. This is applicable to unit member positions only. Management shall consider documented employee performance issues and or licensing issues when determining whether an employee is qualified to fill the temporary vacancy.

SEIU Local 521  
FRESNO UNIFIED SCHOOL DISTRICT  
2022-2023 NEGOTIATIONS  
TENTATIVE AGREEMENT #8

6. **Short Duration Plant Coordinator I and II Openings:**

When there is a Plant Coordinator I opening due to vacation during the school year, sick leave, leaves, or retirement that is of short duration either for the period of the leave or until someone is hired, that position will be filled from a list of volunteers at each school site by District seniority. If there are no volunteers at the school site, then the position will be filled from lists maintained by the Area Operational Services Manager.

**When a Plant Coordinator II opening due to vacation during the school year, sick leave, leaves, or retirement that is of short duration either for the period of the leave or until someone is hired, that position will be filled from a list of Plant Coordinator I maintained by the Area Operational Services Manager by District seniority, and if no Plant Coordinator I is available then by the night custodian at that site then a custodian at that school site selected by seniority, then by a custodian at that site, and then a custodian identified by the District. or substitute District employees. Time served as an "Acting" Plant Coordinator II will not be credited toward the requirements of serving one year as a Plant Coordinator II to meet qualifications for a promotion.**

7. To be placed on any Union eligibility list, employees must meet the minimum qualifications of the position description for said position. If an otherwise qualified Union member, whose most recent evaluation is marked "Meets Standards" in all areas, wants to gain experience as a plant coordinator I or II, gardener, transportation **bus driver, dispatcher, or scheduler** (must have proper license and certifications) or warehouse worker, he/she **the employee** may apply for temporary work in any of those departments when the eligibility list is posted. To be placed on the PC II list, you must have served **two (2) years custodial experience and served** as a PC I for a minimum of two (2) years **(four (2) (4) years total), as per job specifications**. An employee will not be allowed to work out of class more than 195 days (75% of a year) within a twelve-month period.

**Procedures:**

- A. Notice of Classified Position Opening, Eligibility List, shall be posted twice (2 times) a year: September 1 through September 21 and April 1 through April 21 of each year. The Union will receive a copy by October 1 and May 1 of each year. The District and Union agree that if a third list is needed one will be posted, times to be determined.



SEIU Local 521  
FRESNO UNIFIED SCHOOL DISTRICT  
2022-2023 NEGOTIATIONS  
TENTATIVE AGREEMENT #8


- B. The District shall fill the eligibility lists in the following order: 1) Permanent Union District employees, no longer on probation. ~~2) Substitute District employees working in Union represented positions~~. Placement shall be determined by seniority.
- C. When a member accepts and successfully completes an assignment ~~that is less than twenty (20) working days~~ the member shall be placed at the bottom of the eligibility list.
- D. To work in any of these departments on a temporary basis, prior approval must be obtained from the employee's permanent work site supervisor or the site principal, if the employee is at a school site. If the employee is denied release from the permanent site, the site supervisor shall give the reason why in writing to the employee at that time. The employee will retain their position on the list.
- E. During the temporary work assignment management may end the assignment at any time for any reason. Should the employee's performance be less than satisfactory, as determined by the temporary work site management or designee, the employee shall be moved back to ~~his/her~~ the employee's former position. The employee will be give notification in accordance with Article 17-Hours, Section 1. This decision shall not be grievable. The employee will be removed from the list. The employee may reapply on the next eligible eligibility list.
- F. An employee who declines an opportunity for a temporary work assignment shall be rotated to the bottom of the list.
- G. Employees on vacation, leave of absence, sick leave, will not be offered the temporary work assignment. They will retain their position on the list.
- H. Once an employee completes a temporary assignment or is moved back to ~~his/her~~ their former position, that employee will be ~~removed from the list~~ rotated to the bottom of the list in order to allow other employees on the list the opportunity for training through a temporary assignment.
- I. If an employee has been denied two (2) temporary assignments for any reason, they shall be released for the next open temporary position. Should a hardship exist within the releasing department, Human Resources/Labor Relations will assist in securing a substitute so the employee can be released.

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TENTATIVE AGREEMENT #8

- J. ~~When the list has been exhausted (i.e. Permanent Union members have been released to work in a temporary assignment,) the District may offer assignments to substitute employees and/or other candidates through an interview and ranking process by the receiving department.~~

CHANGE K TO J

- K. Permanent Union members not on probation, who accept a temporary position on any eligibility list shall be paid at the rate of pay, of the position, listed on the eligibility list. The employee can be on two (2) eligibility lists.

  
DEBBIE ACOSTA, FUSD CHAPTER PRESIDENT

DATE: 3/3/2023

  
FUSD REPRESENTATIVE

DATE: 3/3/2023

SEIU Local 521

FRESNO UNIFIED SCHOOL DISTRICT  
2022-2023 NEGOTIATIONS  
TENTATIVE AGREEMENT Article 39 3-3-2023

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The Union's proposal is specific to amended changes in the relevant section(s) only, all other sections of this article are proposed as closed with no amended changes.

Revise all gender specific pronouns as "he/she" and "him/her" to the "employee" as grammatically appropriate throughout the article.

**ARTICLE 39 – SUBSTITUTE CUSTODIANS**

1. Effective June 2, 2017 substitute custodians shall become members in the Unit and subject to the terms of the parties Collective Bargaining Agreement as set forth in this article.
2. **Substitute Custodians will receive three (3) ~~six (6)~~ days of paid sick leave per year. pursuant to Labor Code section 233.**
3. **Substitute custodians who are assigned to sites will receive a copy of their assigned Time Study of the area they will be covering for the assigned shift. They will also receive The Plant Coordinator will provide an orientation to the assignment, the School Safety Plan and Supplies.**
4. Substitute Custodians are subject to the following articles without modification:

Article 1-Agreement	Article 13-Employee Rights	Article 26-Reemployment
Article 2-Annual Meeting of the Union and FUSD	Article 15-Grievance Procedure	Article 28-Safety Conditions
Article 5-California State Disability Insurance	<b><u>Article 18 – Section 2 Bereavement Leave</u></b>	Article 31-Savings Provision
Article 6-Completion of Meet & Negotiation	Article 20-Nondiscrimination	Article 33-Support of Agreement
Article 7-Concerted Activities	Article 21-Overpayment	Article 35-Term
Article 8-District Rights	Article 22-Payroll Deductions	<b><u>Article 38-Work Out of Class</u></b>
Article 9-Drug & School Testing Procedures	Article 23-Program Implementation	Other Provisions

Article 12-Employee Organization Rights	Article 25-Recognition	
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5. Substitute Custodians shall not be subject to the following articles:

Article 3-Seniority	Article 18-Leave Positions & Compelling Personal Importance <b>except</b>	Article 34-Suspension of Bus Driver License
Article 4-California State Disability Insurance	<b>Section 2 Bereavement Leave</b>	Article 36-Transfer
Article 10-Education Incentive	Article 24-Promotion	Article 37-Vacation Allowance
Article 16-Holidays	Article 27-Safe & Driving Incentive	<b><u>Article 38 – Work Out of Class</u></b>
Article 17-Hours	Article 30-Health & Welfare Benefits	

6. Substitute Custodians shall be subject to the following articles as modified below:

Article 11 – All sections of Article 11 shall apply to Substitute Custodians with the exception of Section 1, which shall not apply.

Article 14 – For Substitute Custodians, Article 14 shall not apply, and shall be replaced with the Substitute Custodian Review Form language as follows.

**Article 13 — All sections of Article 13 (Steps of Discipline) shall apply to Substitute Custodians.**

1. When a site administrator **completes and** submits a review form regarding a Substitute Custodian's performance, the administrator may, at his/her ~~their~~ **the site administrator's** request, receive input from the plant coordinator for whom the Substitute Custodian worked. the custodian team at the site, and any other member of the school community. All Substitute Custodian Review Forms shall be sent to the Division of Human Resources/Labor Relations and to the Department of Maintenance & Operations.
2. The criteria which are to be used in completing a Substitute Custodian Review Form shall include the Substitute Custodian's ability to perform the necessary functions of the Custodian job description, whether instructions were followed, punctuality, and whether the Substitute Custodian demonstrated professional conduct in the workplace.
3. A negative Substitute Custodian Review Form must be submitted within 5 **(five)** days of the occurrence prompting the site administrator to fill out the Substitute Custodian Review Form. **Article 13 Employees Steps of Discipline shall be followed.**
4. A copy of any Substitute Custodian Review Form shall be provided to the Substitute Custodian by the Division of Human Resources/Labor Relations within (5) days from the completion of the Substitute Custodian assignment.
  - A. The Substitute Custodian shall have the right to submit a response to any such Substitute Custodian Review Form within fifteen (15) days. **The employee has the right to request Union representation to assist during this process.**
  - B. A representative of Human Resources/Labor Relations shall review the response prior to entering the Substitute Custodian Review Form in the Substitute Custodian's official personnel file. Upon request, the employee representative ~~may~~ **will** be included during the review.
  - C. If a representative of Human Resources/Labor Relations and the employee's representative agree that the charges are not valid the form will not be entered into the employee's personnel file and will be destroyed.
  - D. If the Substitute Custodian Review Form is filed in the Substitute Custodian's personnel file, the response shall be attached and filed with the evaluation in the Substitute Custodian's official personnel file.

- E. The Human Resources/Labor Relations representative's determination regarding whether a Substitute Custodian Review Form shall be entered in a personnel file shall not be subject to the grievance procedure.
  - F. The Human Resources/Labor Relations Representative shall make a final determination as to whether the Substitute Custodian Review Form at issue is a negative Substitute Custodian Review Form for the purpose of this article.
  - G. A Substitute Custodian who wishes to meet with a representative of Human Resources/Labor Relations to discuss a negative Substitute Custodian Review Form will be given an opportunity to do so, **the employee will have the right to have a Union representative present at the meeting.**
5. Any Substitute Custodian who receives a serious negative Substitute Custodian Review Form or a serious complaint against ~~him/her~~ **the employee** can be removed from the District list of available substitutes **for a minimum of one (1) year.**
6. Any Substitute Custodian who receives three negative Substitute Custodian Review Forms will automatically be removed from the District list of available Substitute Custodians **for one (1) year.** Negative Substitute Custodian Review Forms may be used ~~no more than~~ **up to one (1) year** 2 (two) years after placement in the personnel file.
7. If the Substitute Custodian is removed from the list available Substitute Custodians in the District, upon request, the Union shall meet with the HR Administrator within 10 days to discuss the possibility of future employment.

*Article 18* – The provisions of Article 18 shall not apply to Substitute Custodians, except for leaves as required by law.

*Article 19* – All provisions except 3 apply to Substitute Custodians.

*Articles 24 & 36* – The parties agree that promotions and transfers shall not apply to Substitute Custodians, but instead the District shall continue the Substitute Custodian lateral process whereby the District interviews and/or places transfer requests for vacant full-time custodian positions, and then places Substitute Custodians in order of seniority.

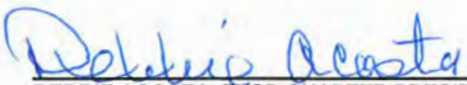
*Article 29* – Substitute Custodians shall be placed at Step 1 of N-25 on the salary schedule. Sections 3., 4., and 5., of Article 29 do not apply to Substitute Custodian.




*Article 32* – Seniority for Substitute Custodians shall be defined as a Substitute Custodian's date of hire with the District. Upon a placement to a regular Custodian position, the Substitute Custodian's seniority date shall be the date of placement in the new classification.

*Appendix A* – Substitute Custodians are placed at Grade N-25.

*Appendix B* – Substitute Custodians are placed at Step 1 of Grade N-25 and shall not be subject to annual step advancement of anniversary increments.

  
DEBBIE ACOSTA, FUSD CHAPTER PRESIDENT

  
FUSD REPRESENTATIVE

DATE: 3/3/2023

DATE: 3/3/23

# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

SCHOOL DISTRICT Fresno Unified School District

BARGAINING UNIT Service Employee International Union (SEIU)

PERIOD OF AGREEMENT July 1, 2022 through June 30, 2023

DATE OF PUBLIC MEETING April 12, 2023

*Government Code Section 3547.5: Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction.*

*The superintendent of the school district and chief business official shall certify in writing that the costs incurred by the school district under the agreement can be met by the district during the term of the agreement. This certification shall be prepared in format similar to that of the reports required pursuant to Sections 42130 and 42131 of the Education Code and shall itemize any budget revision necessary to meet the costs of the agreement in each year of its term.*

*If a school district does not adopt all the revisions to its budget needed in the current fiscal year to meet the costs of a collective bargaining agreement, the county superintendent of schools shall issue a qualified or negative certification for the district on the next interim report pursuant to Section 42131 of the Education Code.*

Intent of the Legislation: To insure the members of the public are informed of the major provisions of a collective bargaining agreement BEFORE it becomes binding on the school district; make available to the public and governing board, a copy of the proposed agreement prior to the day of the meeting.

## STATUS OF BARGAINING UNIT/EMPLOYEE AGREEMENTS

Indicate whether Bargaining Units are settled or not settled.

	SETTLED or NOT SETTLED	NUMBER OF FULL TIME EQUIVALENT POSITIONS
Fresno Teachers Association - (FTA)	settled	4261
CSEA -125	settled	2560
CSEA-143	settled	393
MANAGEMENT	settled	975
SEIU	settled	719
SUPERVISORY/CONFIDENTIAL	settled	99
TRADES - (IAMAW)	settled	30
TRADES-(FTA)	settled	113
FASTA	settled	1726

The proposed agreement covers the period beginning July 1, 2022 and ending June 30, 2023

## TOTAL COST INCREASE OF PROPOSED AGREEMENT IN PRESENT AND FUTURE YEARS

Indicate the costs of salary and benefit increases that would be incurred under the agreement for the CURRENT and TWO SUBSEQUENT fiscal years.

TYPE OF COMPENSATION	Current FY: 2022/23	FY 2023/24	FY 2024/25	CUMULATIVE COST CURRENT YEAR & TWO SUBSEQUENT YEARS
Salary Cost Increase	\$ 1,790,180	\$ -	\$ -	\$ 1,790,180
Benefit Cost Increase	\$ 504,922	\$ -	\$ -	\$ 504,922
Other Compensation Costs		\$ -	\$ -	\$ -
<b>TOTAL COST OF SETTLEMENT</b>	<b>\$ 2,295,102</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,295,102</b>
Total % Increase	6.00%	0.00%	0.00%	
Cost of 1% Increase	\$ 382,517			

# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

## SOURCE OF FUNDING

1) Identify the source(s) of funding for the CURRENT year.

Funding is supported by the General Fund. The unrestricted supports the ongoing increase, the 0.5% one-time is supported by ESSER III due to contingency language that provides a one-time payment for increased one-time revenues, and the \$5,000 one-time payment is supported by the Learning Recovery Block Grant.

2) If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in the next TWO SUBSEQUENT years? (i.e., What will allow the district to afford this contract?)

Ongoing Funding has been planned in the multi-year projections.

3) If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effect in meeting obligations.)

Not applicable.

4) What contingency language is included in the proposed agreement? Include specific areas identified. (i.e., reopeners, applicable fiscal years, and specific contingency language)

The agreements provides a salary increase based on contingency language dependent on new ongoing LCFF revenues. For 2022/23, Budget Revision No. 1 included an estimate of 6.0% salary increase and was recognized in 2022/23 Budget Revision No. 1. For 2023/24 and 2024/25 the contingency language provides salary increase based on increases in the LCFF formula.

5) Will this agreement create, increase, or decrease deficit financing in the current or two subsequent year(s)? Deficit Financing is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

Not Applicable.

6) Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievances procedures, etc.

Not Applicable.

# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

## OTHER PROVISIONS

OTHER COMPENSATION: Off-schedule stipends, bonuses, etc.

For SEIU, the contingency language includes a 0.5% one-time salary increase. In addition, a one-time stipend of \$5,000 will be paid and funds are planned with one-time resources.

NON-COMPENSATION: Grievance procedures, staff development days, teacher prep times, etc.

0

## IMPACT ON CURRENT FISCAL YEAR

Determine the impact of the proposed agreement on the General Fund budget in the CURRENT year.

RECOMMENDED RESERVES	2.00%	Column 1	Column 2	Column 1 minus Column 2
REVENUE/EXPENDITURES and OTHER USES/SOURCES		Board Approved Budget After Settlement	Board Approved Budget Before Settlement	Total Impact On the Budget
Operating Revenues		\$ 1,644,294,142	\$ 1,644,294,142	\$ -
Operating Expenditures		1,685,142,949	1,685,142,949	-
Operating Surplus / (Deficit)		(40,848,807)	(40,848,807)	-
Other Sources & Transfers In		7,385,329	7,385,329	-
Other Uses & Transfers Out		(8,856,409)	(8,856,409)	-
Change in Fund Balance		(42,319,887)	(42,319,887)	-
Beginning Balance		374,224,769	374,224,769	-
Ending Balance		331,904,882	331,904,882	-
Total Reserve Amounts		331,904,882	331,904,882	-
Nonspendable/Restricted/Committed/Assigned		172,749,386	172,749,386	-
Reserve for Economic Uncertainties		159,155,495	159,155,495	-
Unassigned/Unappropriated		-	-	-
Total Fund Balance		331,904,881	331,904,881	-
Total Unrestricted Reserves		159,155,495	159,155,495	-
State Recommended Reserves		\$ 33,879,987	\$ 33,879,987	\$ -

# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT


## CERTIFICATIONS

The above information summarizes the financial implications of the proposed agreement. This information will be publicly disclosed in accordance with the requirements of AB2756 before being submitted to the Governing Board for ratification.

In accordance with the requirements of the Government Code Sections 3547.5, the Superintendent and Chief Business Official hereby certify that the District can meet the costs incurred under the proposed Collective Bargaining Agreement.

\_\_\_\_\_  
District Superintendent  
(Signature)

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Patrick Jensen, Interim Chief Financial Officer  
(Signature)

04/04/2023

\_\_\_\_\_  
Date

In accordance with the requirements of the Education Code Section 42142, I hereby certify that any budget revisions that are necessary to fulfill the terms of the agreement in the current year will be submitted to the county superintendent within 45 days of the adoption of this Collective Bargaining Agreement. I further acknowledge that if the necessary budget revisions are not adopted, the county superintendent shall issue a qualified or negative certification for the District on the next interim report pursuant to Government Code Section 3547.5(c).

  
\_\_\_\_\_  
Patrick Jensen, Interim Chief Financial Officer  
(Signature)

04/04/2023

\_\_\_\_\_  
Date

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**AGENDA ITEM C-25**

**AGENDA SECTION: C**

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

**ACTION REQUESTED: Receive**

(Adopt, Approve, Discuss, Receive, etc.)

**TITLE AND SUBJECT: Receive Proposed Revisions for Board Bylaws**

**ITEM DESCRIPTION:** Included in the Board binders are proposed revisions for the following five Board Bylaws (BB) and one Exhibit (E):

- Board Bylaw 9250 Remuneration, Reimbursement, and Other Benefits
- Board Bylaw 9270 Conflict of Interest
- Board Bylaw 9320 Meetings and Notices
- Board Bylaw 9322 Agenda/Meeting Materials
- Board Bylaw 9323.2 Actions by the Board
- Exhibit 9323.2 Actions by the Board

These revisions meet the California School Boards Association recommendations and best practices. These items will return for approval at a future Board meeting.

Revision recommendations are color coded as follows:

**Yellow highlight** - CSBA recommended language policy

**Peach font** – Subcommittee recommendation

Grey font – New Policy, CSBA recommended

**Green font** – Legally mandated/reference changes

**Teal header** – \*New Policy, non-CSBA proposed

**Blue font** – Clarification or readability changes

~~Red strikeout~~ – Recommended deletion

**Green font** – CDE/FPM/Legal required change

**Purple font** - Information change

**Blue font** – Legal Counsel's recommendation

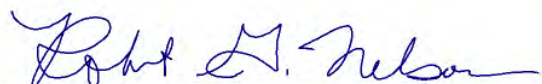
**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.

PREPARED BY: Teresa Plascencia,  
Executive Director

DIVISION: Constituent Services  
PHONE NUMBER: 457-3736

CABINET APPROVAL: Ambra O'Connor,  
Chief of Staff

SUPERINTENDENT APPROVAL:





## **Fresno Unified Board Bylaw (BB) 9250**

### **Remuneration, Reimbursement And Other Benefits**

#### **Compensation**

Each member of the Governing Board may receive the monthly compensation as provided for in Education Code 35120.

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. (Education code 35120)

Board members are not required to accept payment for meetings attended.

Any member who does not attend all Board meetings during the month, ~~he/she~~ is eligible to receive only a percentage of the monthly compensation equal to the percentage of meetings ~~he/she~~ **they** attended, unless otherwise authorized by the Board in accordance with law. (Education Code 35120)

A member may be compensated for meetings ~~he/she~~ **they** missed when the Board, by resolution, finds that ~~he/she they were was~~ performing designated duties for the district at the time of the meeting or that ~~he/she they were was~~ absent because of illness, jury duty or a hardship deemed acceptable by the Board (Education code 35120)

Student Board members shall receive no remuneration for meetings attended. (Education Code 35012)

*(cf. 9150-Student Board Members)*

Whenever a quorum of Board members serves as another legislative body which will meet simultaneously or in serial order to a Board meeting, the Board clerk or a member of the Board shall verbally announce the amount of any additional compensation or stipend that each member will be entitled to receive as a result of convening the simultaneous or serial meeting. (Government Code 54952.3)

#### **Reimbursement of Expenses**

Board members shall be reimbursed for actual and necessary expenses incurred when performing authorized services for the district. Expenses for travel or other authorized purposes, as directed by the Board, shall be reimbursed in accordance with policies established for district personnel and at the same rate of reimbursement. **(Education Code 35044)**

*(cf. 1160- Political Processes)*

*(cf. 3100 – Budget)*

*(cf. 3350- Travel Expenses)*

*(cf. 3513.1 Cellular Phone Reimbursement)*

Authorized purposes may include, but are not limited to, attendance at educational seminars or conferences designed to improve Board members' skills and knowledge; participation in regional, state, or national organizations whose activities affect the district's interests; attendance at district or community events; and meetings with state or federal officials on issues of community concern.

**The Board President is authorized to approve attendance at conferences or meetings and other travel for members of the Board. The clerk of the Board shall approve conference and other travel of the Board president. An annual information report shall be provided to each Board member showing the year-to-date travel expenses incurred by each of the above-named officials.**

*(cf. 4133.1 – Travel Reimbursement)*

**Each Board member shall receive an annual travel allocation. Board members who serve as Board appointed delegates may receive an additional allocation to support their attendance and participation at mandatory meetings/conferences.**

Personal expenses shall be the responsibility of individual Board members. Personal expenses include, but are not limited to, the personal portion of any trip, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on district-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while on district business.

Before the expense is incurred, any questions regarding the propriety of a particular type of expense should be resolved by the Superintendent or designee.

#### **Health and Welfare Benefits for Current Board Members**

Health and welfare benefits for Board members shall be no greater than those received by district nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

The district shall pay the premiums required for Board members electing to participate in the district health and welfare benefits program to the same extent that it pays for district employees.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouses/registered domestic partner and to their eligible dependent children as specified in law and the health plan.

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

#### **Health and Welfare Benefits for Former Board Members**

Former Board members may participate in the health and welfare benefits program provided for district employees under the conditions specified below.

Health and welfare benefits for former Board members shall be no greater than those received by district nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

Any former Board member leaving the Board after at least one term of office may participate in the health and welfare benefits program at ~~his/her~~ **their** own expense if coverage is in effect at the time of retirement. (Government Code 53201)

Health and welfare benefits provided to a former Board member shall be extended, at ~~his/her~~ **their** expense and at the same level, to ~~his/her~~ **their** spouse/registered domestic partner and eligible dependent children as specified in law and the health plan.

*Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth,*

*breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.*

Legal Reference:

EDUCATION CODE

33050-33053 General waiver authority

33362-33363 Reimbursement of expenses for attendance at workshops 35012 Board members; number, election and term

35044 Payment of traveling expenses of representatives of board 35120 Compensation services as member of governing board 35172 Promotional activities

44038 Cash deposits for transportation purchased on credit

FAMILY CODE

297-297.5 Rights, protections and benefits under law; registered domestic partners

GOVERNMENT CODE

8314 Use of public resources

20322 Elective officers; election to become member

20420-20445 Membership in Public Employees' Retirement System; definition of safety employees

53200-53209 Group insurance

54952.3 Simultaneous or serial meetings; announcement of compensation

HEALTH AND SAFETY CODE

1373 Health services plan, coverage for dependent children

INSURANCE CODE

10277-10278 Group and individual health insurance, coverage for dependent children

UNITED STATES CODE, TITLE 26

403(b) Tax-sheltered annuities

UNITED STATES CODE, TITLE 42

18011 Right to maintain existing health coverage

CODE OF FEDERAL REGULATIONS, TITLE 26

1.403(b)-2 Tax-sheltered annuities, definition of employee

COURT DECISIONS

Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598

Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578

ATTORNEY GENERAL OPINIONS

91 Ops.Cal.Atty.Gen. 37 (2008)

83 Ops.Cal.Atty.Gen. 124 (2000) Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

Public Employees' Retirement System: <http://www.calpers.ca.gov>

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 26, 1991 Fresno, California

reviewed: January 12, 2000

revised: January 14, 2004

revised: April 11, 2012

revised: June 1, 2016

revised: Spring \_\_, 2023

*Policy Section: 9000 Bylaws*

## **Fresno Unified School District Board Bylaw (BB) 9270**

### **Conflict of Interest**

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by the Board member's, district employee's, or other designated persons their financial, family, or other personal interest or consideration.

*(cf. 9005 – Governance Standards)*

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect their the Board member's relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which their the Board member's relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

*(cf. 9320 – Meeting and Notices)*

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302,

87302.6)

(cf. 4117.2/4217.2/4317.2 – Resignation)  
(cf. 9222 – Resignation)

### Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use their official position to influence a governmental decision in which they knew or has reason to know that **there is he/she has** a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a “reasonably foreseeable material financial effect” which is distinguishable from the effect on the public generally, on the **district official, the district official's Board member, designated employee or other person in a designated position, their** immediate family, or any financial interest described in 2 CCR 18700 (Government Code 87100, 87101, 87103; 2CCR 18700-18707<sup>9</sup>)

A **district official Board member, designated employee, or other person in a designated position** makes a governmental decision when, **acting** within the authority of their office or position, **the district official** authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before **another** district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which **the district official has they have** a financial interest if **such their** participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

### Conflict of Interest from Campaign Contributions

**To avoid improper influence over the Board's decision-making involving the issuance of a license, permit, or other entitlements for use, including a contract, district officers, which includes Board members or agency heads, shall comply with Government Code 84308, including the following: (Government Code 84308)**

- 1. A district officer is prohibited from accepting, soliciting, or directing a contribution of more than \$250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, if the Board member knows or has reason to know that the party or participant has a financial interest in the Board's decision.**
- 2. Any district officer who received a contribution of more than \$250 from a party or participant in the preceding 12 months shall disclose that fact on the record of the proceeding prior to the Board rendering a decision in the proceeding. If the district officer willfully or knowingly received the contribution and knows or has reason to know that the participant has a financial interest in the Board's decision, the district officer shall not make, participate in making, or in any way attempt to use the official position to influence the Board's decision.**
- 3. A district officer who receives a contribution that would otherwise require disqualification as described in Item #2 above may participate in the proceeding if the contribution is returned within 30 days from the time the district officer knows or should have known about the contribution and the proceeding.**
- 4. A district officer who unknowingly accepts, solicits, or directs a contribution of more than \$250 during the 12 months after the date of the Board's final decision on the proceeding may cure the violation by returning the contribution, or the portion exceeding \$250, within 14 days of accepting, soliciting, or directing the contribution, provided the district officer did not knowingly or willfully**

accept, solicit, or direct the prohibited contribution. The district officer shall maintain records of curing the violation.

The provisions in Government Code 84308 as specified above do not apply to labor contracts, competitively bid contracts, and personal employment contracts. (Government Code 84308)

#### Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and **who** has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. **Not discuss or vote** ~~Recuse themselves from discussing and voting~~ on the matter, or otherwise acting in violation of Government Code 87100. This Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. **The Board member** ~~They~~ may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member shall either make a motion to remove the item from the consent calendar or the Board member shall abstain from voting on the consent calendar. In any event, the Board member shall refrain from discussing or voting on the item. However, the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose their interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that their ~~if~~ **recusal** is because of a conflict of interest pursuant to Government Code 87100. **The Board member** ~~They~~ shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

*(cf. 3430 - Investing)*

*(cf. 9321 - Closed Session Purposes and Agendas)*

*(cf. 9321.1 - Closed Session Actions and Reports)*

#### Conflict of Interest under Government Code 1090 – Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which they ~~are~~ **is have** only a “remote interest” in the contract as specified in Government Code 1091, if the interest is



disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which their interest is a "noninterest" as defined in Government Code 1091.5.

Noninterest includes a Board member's interest in being reimbursed for their actual and necessary expenses incurred in the performance of their official duties, in the employment of **their a** spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

### Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which **the Board member's** **their** private or personal interest may conflict with **their** official duties.

### Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

*(cf. 4136/4236/4336 – Nonschool Employment)*

### Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when:

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated

employees. (Government Code 89506)

## Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade or profession is making speeches.
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes.

*Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical information condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.*

Legal Reference:

### EDUCATION CODE

1006 Prohibition against school district employees serving on county board of education Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

41015 Investments

### FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

### GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

52334-52335.2 Ethics training

81000-91014 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition of designated employee

82028 Definition of gifts

82030 Definition of income

82033 Definition, interest in real property

82034 Definition, investment

84308 Campaign disclosure

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts

89506 Ethics; travel

91000-91014 Enforcement

### PENAL CODE

85-88 Bribes

### PUBLIC CONTRACT CODE

6102 Awarding of contracts

### REVENUE AND TAXATION CODE

203 Taxable and exempt property - colleges

### CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18438.1-18438.8 Campaign contribution-based conflicts of interest

18700-187607 Conflicts of Interest General prohibitions

18722-18740 Disclosure of interests

187530.1-18756 Conflict of interest codes

### COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (2016) 247 Cal.App.4th 235 (4/12/16, No. 8262850)

Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261

Klistoff v. Superior Court, (2007) 157 Ca.App.4th 469  
Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th. 655  
Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

#### ATTORNEY GENERAL OPINIONS

105 Ops.Cal.Atty.Gen. 69 (2022)

92 Ops.Cal.Atty.Gen. 26 (2009)  
92 Ops.Cal.Atty.Gen. 19 (2009)  
89 Ops.Cal.Atty.Gen.217 (2006)  
86 Ops.Cal.Atty.Gen. 138(2003)  
85 Ops.Cal.Atty.Gen. 60 (2002)  
82 Ops.Cal.Atty.Gen. 83 (1999)  
81 Ops.Cal.Atty.Gen. 327 (1998)  
80 Ops.Cal.Atty.Gen. 320 (1997)  
69 Ops.Cal.Atty.Gen. 255 (1986)  
68 Ops.Cal.Atty.Gen. 171 (1985)  
65 Ops.Cal.Atty.Gen. 606 (1982)  
63 Ops.Cal.Atty.Gen. 868 (1980)

#### Management Resources: CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

#### FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

#### INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

#### WEB SITES

Fair Political Practices Commission: <http://www.fppc.ca.gov>

#### Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 26, 1991 Fresno, California

revised: September 27, 2000

revised: March 10, 2004

revised: September 22, 2004

revised: February 12, 2013

revised: December 14, 2016

revised: Spring \_\_, 2023

*Policy Section: 9000 Bylaws*

## **Fresno Unified Board Bylaw (BB) 9320**

### **Meetings And Notices**

Meetings of the Governing Board are conducted for the purpose of accomplishing district business.

A Board meeting exists whenever a majority of Board members gather at the same time and **location place including teleconference location, as permitted by Government Code 54953**, to hear, discuss, ~~or~~ deliberate, **or take action** upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

In accordance with state open meeting laws (Brown Act) the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and Board-adopted bylaws, policies, and administrative regulations.

*(cf. 9321 - Closed Session Purposes and Agendas)*  
*(cf. 9321.1 - Closed Session Actions and Reports)*  
*(cf. 9322 - Agenda/Meeting Materials)*  
*(cf. 9323 - Meeting Conduct)*

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through personal intermediaries, **including social media and other electronic communications, and technological devices** to discuss, deliberate, **or take action** ~~develop a collective concurrence as to an action that members will take~~ on any item ~~of district business~~ that is within the subject matter jurisdiction of the Board. **(Government Code 54952.2)**

However, an employee or district official may engage in separate conversations **or communications** with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as the employee or district official does not communicate the comments or position of any Board member to other Board members. (Government Code 54952.2)

#### **Location of Meetings**

Meetings shall not be held in a facility that prohibits the admittance to any person on the basis of ancestry or any characteristic listed in Government Code 11135, ~~including, but not limited to, religion, sex, or sexual orientation~~. **In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)**

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

Meetings shall be held within district boundaries, except ~~when otherwise allowed by law~~ to do any of the following (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice

required by law

4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on non-adversarial collective bargaining techniques
9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items # 1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

~~Meetings shall be held in a facility that is accessible to all persons, including disabled persons, without charge. (Government Code 54961)~~

~~(cf. 0410 - Nondiscrimination in District Programs and Activities)~~

In order to help ensure the participation in the meeting by disabled of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. Any doubt about a request for accommodation shall be resolved in favor of accessibility. (Government Code 54953, 54953.2, 54954.1, 54954.2)

Notice of the procedure for receiving and resolving requests for accommodation described above shall be given in each instance in which notice of the time of a meeting is otherwise given or the agenda for the meeting is otherwise posted. (Government Code 54953)

Meeting notices and agendas shall specify that individuals who require special accommodation, including but not limited to an American sign language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent or designee at least two days before the meeting date.

### Regular Meetings

The Board shall adopt a schedule specifying the date, time and place of its regular meetings. (Education Code 35140)

The Board shall hold two regular meetings on the second and fourth Wednesdays of each month, unless posted otherwise. Regular meetings shall be held at 5:30 p.m. at the Education Center unless posted otherwise.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public, and on the district's Internet web site. (Government Code 54954.2)

(cf. 1113 - District and School Web Sites)

A notice of each regular meeting shall be mailed to any person who has filed with the Board a written request for such notice. The notice shall be mailed the week preceding, but not less than 72 hours prior to the meeting. Requests are valid for one year from the date filed unless renewed. Renewal requests must be filed within 90 days after January 1 of each year.

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose **or on the district web site, consistent with Government Code 54957.5, at the time the materials are distributed to all or a majority of the Board.** (Government Code 54957.5)

If a fire flood, earthquake or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the president or designee, who shall so inform, by the most rapid available means of communication, all news media who have requested notice of special meetings. (Government Code 54954)

### Special Meetings

Special meetings of the Board may be called **at any time** by the presiding officer or a majority of the Board members. ~~Except as authorized by Government Code Section 54957.6, However,~~ a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, deputy superintendent, associate superintendent, assistant superintendent, or other **management executive** employee as described in Government Code 3511.1. ~~No action shall be taken at a special meeting regarding the salary, salary schedule, or other compensation of the Superintendent, deputy superintendent, associate superintendent, assistant superintendent, or other executive employee as described in Government Code 3511.1~~ (Government Code 54956).

(cf. 2121 - Superintendent's Contract)

Written notice of special meetings shall be delivered personally or by any other means to all Board members, the Superintendent, and the local media who have requested such notice in writing. The notice shall also be posted on the district's **Internet** web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place of the meeting and the business to be transacted or discussed; no other business shall be considered at these meetings. (Education Code 35144, Government Code 54956)

**Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)**

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or **during after** the item's consideration. (Government Code 54954.3)

Public notice shall be given at least 72 hours' before any retreats, study sessions or training sessions held by the Board. All such meetings shall be held within district boundaries and action items shall not be included.



## Emergency Meetings

In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. **An emergency, which shall be defined as** ~~A~~ a work stoppage, crippling activity or other activity that severely impairs public health, and/or safety, as determined by a majority of the members of the Board.

*(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)*

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting under this section may endanger the public health and/or safety as determined by a majority of the member of the Board.

*(cf. 3516 – Emergencies and Disaster Preparedness Plan)*

Except in the case of a dire emergency, the Board President or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notices of special meetings. **All telephone numbers provided by the media in the most recent request for notification shall be exhausted.** If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those local media **representatives of the meeting and shall describe which have requested notice for special meetings, describing** the purpose of the meeting and any action taken by the Board. (Government Code 54956.5)

In the case of a dire emergency, the Board President or designee shall give such notice at or near the time **notification is given to** ~~he/she notifies~~ the other members of the Board about the meeting. (Government Code 54956.5)

**The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)**

~~No closed session may be held during an emergency meeting. All other rules governing special meetings shall be observed, with the exception of the 24-hour notice requirement. The minutes of the meeting, a list of persons the president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least ten days in a public place as soon after the meeting as possible. (Government Code 54956.5)~~

## Adjourned/Continued Meetings

**The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. A** ~~majority vote by the Board may adjourn any meeting to a later time and place that shall be~~

~~specified in the order of adjournment.~~ (Government Code 54955)

~~If no members are present at any regular or adjourned regular meeting, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)~~

A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was held within 24 hours after the time of adjournment. (Government Code 54955)

### Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

*(cf. 2000 – Concepts and Roles in Administration)*

*(cf. 9000 – Role of the Board)*

*(cf. 9005 – Governance Standards)*

*(cf. 9400 – Board Self-Evaluation)*

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

### Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

**All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board. (Government Code 54953)**

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government code 54953)

**Unless a Board member participates by teleconference pursuant to the provisions described in the sections "Teleconferencing During a Personal Emergency," "Teleconferencing For 'Just Cause'" or "Teleconferencing During a Proclaimed State of Emergency" below, a**Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. **Additional teleconference locations may be provided to the public.** (Government Code 54953)

All teleconference locations shall be accessible to the public **and the public shall have the right to address the Board directly at each teleconference location. Additional teleconference locations may**

be provided to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

#### Teleconferencing During a Personal Emergency

Until January 1, 2026, with approval from the majority of the Board, a Board member may be permitted to participate in a meeting remotely when a physical or family medical emergency prevents the Board member from attending in person. The Board member requesting to appear remotely shall notify the Board of the emergency situation as soon as possible, and provide a concise general description of the circumstances relating to the Board member's need to appear remotely. The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

A Board member may not appear remotely under emergency circumstances for more than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely under emergency circumstances for more than two meetings. (Government Code 54953)

When a Board member is approved to participate remotely due to emergency circumstances, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If permitted to participate remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

#### Teleconferencing for "Just Cause"

A Board member may be permitted to appear remotely, pursuant to the provisions below, for just cause for no more than two meetings per calendar year. A Board member appearing for just cause shall notify the Board at the earliest possible opportunity of the need to participate in the meeting remotely, including at the start of a regular meeting. (Government Code 54953)

*Just Cause* may exist for any of the following: (Government Code 54953)

1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Board member to participate remotely
2. A contagious illness prevents a Board member from attending in person
3. A Board member has a need related to a physical or mental disability not otherwise reasonably accommodated
4. A Board member is traveling while on official business of the Board or another state or local agency

When a Board member participates remotely for just cause, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If the Board member participates remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

#### Teleconferencing During a Proclaimed State of Emergency

Until January 1, 2024, the Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. State or local officials have imposed or recommended measures to promote social distancing
2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees
3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)

1. The notice and agenda shall be given and posted as otherwise required by the Brown Act



2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option

Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.

3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3

4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time

5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed

6. If during a Board meeting a disruption occurs which prevents the district from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the district's control that prevents members of the public from offering public comments, the Board shall take no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored

The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

1. The state of emergency continues to directly impact the ability of the Board to meet safely in person

2. State or local officials continue to impose or recommend measures to promote social distancing

### Hearings

~~The Board may occasionally convene public hearings at which no Board action is to be taken. Such hearings are held solely to allow the Board and members of the public to receive information. A hearing may take place immediately prior to a Board meeting.~~

~~If a quorum of Board members is present at a hearing, notice of the hearing shall be provided according to procedures specified above for regular meetings.~~

### Other Gathering

Attendance by a majority of the Board members at any of the following events is not subject to **Brown Act** ~~state open meeting laws~~ provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school Board **s members**.

2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern.
3. An open and noticed meeting of another body of the district.
4. An open and notice meeting of or at a legislative body of another local agency.
5. A purely social or ceremonial occasion.
6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers.

(cf. 9130 - Board Committees)

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act open meeting laws. (Government Code 54952.2)

*Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.*

#### Legal Reference:

##### EDUCATION CODE

35140 Time and place of meetings  
 35143 Annual organizational meetings; date, and notice  
 35144 Special meeting  
 35145 Public meetings  
 35145.5 Agenda; public participation; and regulations  
 35146 Closed sessions; student matters  
 35147 Open meeting law exceptions and applications

##### GOVERNMENT CODE

3511.1 Local agency executives  
 11135 Prohibition of State programs and activities; discrimination  
 54950-54963 The Ralph M. Brown Act, especially:  
 54953 Oral summary of recommended salary and benefits of superintendent Meetings to be open and public; attendance  
 54954 Time and place of regular meetings  
 54954.2 Agenda posting requirements, board actions  
 54956 Special meetings; call; notice  
 54956.5 Emergency meetings  
 7920.000-7930.170 California Public Records Act  
 8625-8629 California Emergency Services Act

##### UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

##### CODE OF FEDERAL REGULATIONS, TITLE 28

35.160 Effective communications for individuals with disabilities  
 36.303 Nondiscrimination on the basis of disability; public accommodations; auxiliary aids and services

##### COURT DECISIONS

Garnier v. Poway Unified School District, No. 17-cv-2215-W (JLB), 2019 WL 4736208 (S.D. Cal. September 26, 2019)  
 Knight First Amendment Institute at Columbia University v. Trump, 928 F.3d 226 (2019)  
 Wolfe v. City of Freemont, (2006) 1444 Cal. App. 54433

##### ATTORNEY GENERAL OPINIONS

88 Ops. Cal. Atty. Gen. 218 (2005)  
 84 Ops. Cal. Atty. Gen. 181 (2001)  
 84 Ops. Cal. Atty. Gen. 30 (2001)  
 79 Ops. Cal. Atty. Gen. 69 (1996)  
 78 Ops. Cal. Atty. Gen. 327 (1995)

##### Management Resources:

##### CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 20019

##### INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

The ABCs of Open Government Laws

##### LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act, 2nd Ed., 20106

##### WEB SITES

CSBA: <http://www.csba.org>

California Attorney General's Office: <http://www.caag.state.ca.us>

##### Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted September 26, 1991 Fresno, California

revised: December 12, 2001

revised: February 13, 2003

revised: January 14, 2004

revised: January 8, 2014



revised: Spring \_\_, 2023

*Policy Section: 9000 Board Bylaws*

## **Fresno Unified Board Policy (BP) 9322 Agenda/Meeting Materials**

### **Agenda Content**

Governing Board meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning and well-being.

Each agenda shall state the meeting time and location place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session.

(Government Code 54954.2)

*(cf. 9320 - Meetings and Notices)*

*(cf. 9321 - Closed Session Purposes and Agendas)*

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. However, the agenda need not provide an opportunity for public comment when the agenda item has previously been considered at an open meeting by a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item, before or during the committee's consideration of the item, and the item has not been substantially changed since the committee considered it. (Government Code 54954.3)

~~The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item.~~ The agenda for a regular Board meeting shall also provide members of the public an opportunity to provide comment testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5, Government Code 54954.3)

*(cf. 9323 - Meeting Conduct)*

Each agenda for a regular meeting agenda shall list the address designated by the Superintendent or designee for public inspection of agenda documents related to an open session item that have been distributed to the Board less than 72 hours before meeting. (Government Code 54957.5)

The agenda shall include information regarding how, when, and to whom a request for ~~specify that an individual should contact in writing, the Superintendent or designee if he/she requires~~ disability-related accommodations or modifications, including auxiliary aids and services, may be made by an individual who requires accommodations or modifications in order to participate in the Board meeting.

(Government Code 54954.2)

Each agenda shall include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes. The agenda shall also state that the request must be made in writing to the secretary or clerk of the Board.

### **Agenda Preparation**

The Superintendent, as Secretary to the Board, in consultation with the Board president, shall prepare the agenda for each regular and special meeting. Each agenda shall reflect the district's vision and goals and the Board's focus on student learning.

(cf. 0000 – Vision)  
(cf. 0200 –Goals for the School District)  
(cf. 9121 - President)  
(cf. 9122 - Secretary)

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and be submitted to the Superintendent or designee with supporting documents and information, if any, at least ~~two~~ **four** weeks before the scheduled meeting date. Items submitted less than ~~two~~ **four** weeks before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing an item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information, and if so, respond accordingly. ~~or whether the issue is covered by an existing policy or administrative regulation.~~

If the Board president and Superintendent determine that the item is appropriate for placement on the agenda, the Board President and the Superintendent will decide whether the item is appropriate for discussion in open or closed session and whether the item should be an action item, subject to Board vote, an informational item that does not require immediate action, or consent item that is routine in nature and for which no discussion is anticipated.

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered and deliberated upon as a separate item of business on the meeting agenda (Government Code 53635.7)

(cf. 9323.2 - Actions by the Board)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 1312.2 - Complaints Concerning Instructional Materials)  
(cf. 1312.3 - Uniform Complaint Procedures)  
(cf. 1312.4 – Williams Uniform Complaint Procedures)  
(cf. 3320 - Claims and Actions Against the District)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)

### Consent Agenda/Calendar

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval.

At the request of any member of the Board, any item on the consent agenda shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item **unless such item that has not has** been previously considered. ~~However, the agenda need not provide an opportunity for public comment when the consent agenda item has previously been considered~~ at an open meeting of a committee comprised exclusively of **all the** Board members provided that members of the public were afforded an opportunity to comment on the item at that

meeting, unless the item has been substantially changed since the committee considered it. (Government Code 54954.3)

### Agenda Dissemination to Board Members

A copy of the agenda, and an agenda packet shall be forwarded to each Board member at least three days before each regular meeting, together with the Superintendent or designee's report, minutes to be approved, copies of communications, reports from committees, staff, citizens and other; and other available documents pertinent to the meeting.

When special meetings are called, **Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)**

~~T~~he Superintendent and president shall make every effort to distribute the agenda and supporting materials to Board members as soon as possible before the meeting.

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to **ask questions and/or** request additional information on agenda items. However, a majority of Board members shall not, **outside of a noticed meeting,** directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

*(cf. 9012 – Board Member Electronic Communications)*

Upon request, the Superintendent or designee shall make the agenda and/or agenda packet available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

### Agenda Dissemination to Members of the Public

**Any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. Only those documents which are disclosable public records under the Public Records Act (PRA) and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public. (Government Code 54957.5)**

**At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)**

**In addition, the Superintendent or designee shall post the agenda on the homepage of the district web site. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the web site with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)**

**The Superintendent or Designee shall mail a copy of the agenda, or a copy of all the documents constituting the agenda packet, to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)**

If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board, ~~provided the document is a public record under the Public Records Act. The Superintendent or designee may also post a document on the district's web site in a position and manner that makes it clear that the document relates to an agenda item for an upcoming meeting.~~ (Government Code 54957.5)

(cf. 1113 – District and School Web Sites)  
(cf. 1340 – Access to District Records)

**The Superintendent or Designee shall mail a copy of the agenda, or a copy of all the documents constituting the agenda packet, to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first, or email a copy of, or a web site link to, the agenda or a copy of all the documents constituting the agenda packet to any person who requests such items to be delivered by email. If the Superintendent or designee determines that it is technologically infeasible to do so, a copy of the agenda or a web site link to the agenda and a copy of all other documents constituting the agenda packet shall be sent to the person who has made the request in accordance with mailing requirements specified in law. (Government Code 54954.1)**

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. Government Code 54957.5)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

**Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)**

*Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.*

Legal Reference:  
EDUCATION CODE  
35144 Special meetings  
35145 Public meetings  
35145.5 **Agenda; Right of public participation and regulations to place matters on agenda**  
**49073.2 Privacy of student and parent/guardian personal information; minutes of board meeting**  
GOVERNMENT CODE  
**6250-6270 Public Records Act**  
53635.7 Separate item of business **for borrowing of \$100,000 or more**  
54954.1 **Request for copy of Mailed agenda or agenda packet by member of public of meeting**  
54954.2 Agenda posting requirements; board actions  
54954.3 Opportunity for public to address legislative body  
54954.5 Closed session item descriptions  
54956.5 Emergency meetings

54957.5 Public records  
54960.2 Challenging board actions; cease and desist  
7920.000-7930.170 California Public Records Act  
95000-95004 California Early Intervention Services Act  
UNITED STATES CODE, TITLE 42  
12101-12213 Americans with Disabilities Act  
CODE OF FEDERAL REGULATIONS, TITLE 28  
35.160 Effective communications for individuals with disabilities  
36.303 Nondiscrimination on the basis of disability, public accommodations, auxiliary aids and services  
COURT DECISIONS  
Mooney v. Garcia (2012) 207 Cal.App.4<sup>th</sup> 229  
Caldwell v. Roseville Joint Union High School District, 2007 U.S. Dis. LEXIS 66318  
Management Resources:  
CSBA PUBLICATIONS  
The Brown Act: School Boards and Open Meeting Laws, 1999  
ATTORNEY GENERAL PUBLICATIONS  
The Brown Act: Open Meetings for Legislative Bodies, rev. 2003 California Attorney General's Office, 2002  
CALIFORNIA CITY ATTORNEY PUBLICATIONS  
Open and Public III: A User's Guide to the Ralph M. Brown Act, 2000

#### WEB SITES

CSBA: <http://www.csba.org>  
California Attorney General's Office: <http://www.caag.state.ca.us>

Bylaw FRESNO UNIFIED SCHOOL DISTRICT  
adopted: September 26, 1991 Fresno, California  
reviewed: January 12, 2000  
reviewed: February 13, 2003  
revised: January 28, 2004  
revised: January 8, 2014  
revised: Spring \_\_\_, 2023

*Policy Section: 9000 Bylaws*



## **Fresno Unified Board Bylaw (BB) 9323.2**

### **Actions By The Board**

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164)

*(cf. 9000 - Role of the Board)*

*(cf. 9005 - Governance Standards)*

*(cf. 9012 - Board Member Electronic Communications)*

*(cf. 9200 - Limits of Board Member Authority)*

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members.
2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision.
3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance.

*(cf. 9322 - Agenda/Meeting Materials)*

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

*(cf. 9324 - Minutes and Recordings)*

### **Action on Non-Agenda Items**

After publicly identifying the item, the Board may take action on a subject not appearing on the posted meeting agenda under any of the following conditions: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5
2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted
3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agenda/Meeting Materials)*

### **Challenging Board Actions**

The district attorney's office or any interested person may file an action in court **for the purpose of: (Government Code 54960, 54960.2)**

1. **to stopping or preventing the Board's violation or threatened violations of the Brown Act,**
2. **to determining the applicability of the Brown Act to ongoing or future threatened Board actions,**
3. **Determining the applicability of the Brown Act to a past action of the Board that is not specified in Government Code 54960.1, provided that:**
  - a. **Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.**

- b. **The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.**
- c. **The action is brought within the time required by Government Code 54960.2.**
4. ~~to determine~~ing the validity, under California or federal law, of any Board rule or action ~~to which~~ penalizes any of its members or otherwise discourages ~~their~~ the member's expression, ~~or to~~
5. ~~compelling~~ the Board to audio record its closed sessions because of **a courts finding of the Board's** its violation of any applicable Government Code provision. ~~(Government Code 54960)~~

The district attorney or any interested person may **file an action in court to nullify a Board action which is** ~~present a demand that the Board cure and correct action which he/she~~ alleges ~~sd to be is~~ in violation of law regarding any of the following: (Government Code 54960.1)

1. Open meeting and teleconferencing (Government Code 54953)
2. Agenda posting (Government Code 54954.2)
3. Closed session item descriptions (Government Code 54954.5)
4. New or increased tax assessments (Government Code 54954.6)
5. Special meetings (Government Code 54956)
6. Emergency meetings (Government Code 54956.5)

**Prior to bringing any action to nullify a Board action, the district attorney or other interested person shall present a** ~~Any~~ demand to "cure and correct" ~~the an~~ alleged violation. **The demand** shall clearly describe the challenged action and the nature of the alleged violation and shall be presented to the Board in writing within 90 days of the date when the action was taken. If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)

Within 30 days of receiving the demand, the Board shall do one of the following: **(Government Code 54960.1)**

1. Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.
2. Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.
3. Take no action. If the Board takes no action within the 30-day review period, its inaction shall be considered a decision not to cure or correct the action.

~~In addition, the district attorney's office or any interested party may file an action in court to determine the applicability of the Brown Act to any past Board action not specified in Government Code 54960.1, if the following conditions are met: (Government Code 54960.2)~~

- ~~1. Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.~~
- ~~2. The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.~~

Legal Reference:

EDUCATION CODE

15266 School construction bonds

17466 Declaration of intent to sell or lease real property

17481 Lease of property with residence for nondistrict purposes

17510-17511 **Leasing for production of gas,** resolution requiring unanimous vote **of all members constituting board**

17546 Private sale of personal property

17556-17561 Dedication of real property

35140-35149 Meetings

35160-35178 **45** Powers and duties

48660-48661 Community day schools, establishment and restrictions

CODE OF CIVIL PROCEDURE

425.16 Special motion to strike in connection with a public issue

1245.240 Eminent domain vote requirements

1245.245 Eminent domain, resolution adopting different use

GOVERNMENT CODE

53090-53097.5 Regulation of local agencies by counties and cities

53724 Parcel tax resolution requirements

53790-53792 Exceeding the budget

53820-53833 Temporary borrowing

53850-53858 Temporary borrowing

54950-54963 The Ralph M. Brown Act, **especially:**

54952.6 Action taken, definition

54953 Meetings to be open and public; attendance **secret ballots**

54960-54960.5 Actions to prevent violations

65352.2 **Communicating and** coordination **of school sites** **with planning agency**

PUBLIC CONTRACT CODE

3400 Bid specifications

20111 **School District** contracts **over \$50,000; contracts for construction; award to lowest responsible bidder**

20113 Emergencies, award of contracts without bids

**20114 Repairs, maintenance, and improvements to district facilities by day labor of force account**

**22034 Uniform Public Construction Cost Accounting Act informal bidding ordinance**

**22035 Repair or replacement of facilities in case of emergency**

**22050 Emergency contracting procedures**

COURT DECISIONS

Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors (2003) 112 Cal.App.4th 1313

McKee v. Orange Unified School District (2003) 110 Cal.App.4th 1310

Bell v. Vista Unified School District, (2002) 82 Cal.App.4th 672

Boyle v. City of Redondo Beach, (1999) 70 Cal.App.4th 1109

Management Resources:

**CSBA PUBLICATIONS**

**The Brown Act: School Boards and Open Meeting Laws, 1999**

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies,, California Attorney General's Office, 2002

CALIFORNIA CITY ATTORNEY PUBLICATIONS

Open and Public III: A Users Guide to the Ralph M. Brown Act, 2000

WEB SITES

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Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 26, 1991 Fresno, California

reviewed: January 12, 2000

reviewed: February 13, 2003

revised: January 28, 2004

revised: June 1, 2016

**revised: Spring \_\_, 2023**

*Policy Section: 9000 Bylaws*

## **Fresno Unified Board Exhibit (E) 9323.2 Actions Requiring A Super Majority Vote**

### **Actions Requiring a Two-Thirds Vote of the Board:**

1. Resolution declaring intention to sell or lease real property (Education Code 17466)

*(cf. 3280 - Sale, Lease and Rental of District-Owned Real Property)*

2. Resolution declaring intent of Governing Board to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)

3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)

4. Lease for up to three months of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

5. Request for temporary borrowing **of funds needed for immediate requirements of the district pursuant to Government Code 53820-53833**, to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s). (Government Code 53821)

6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

*(cf. 7131 - Relations with Local Agencies)  
(cf. 7150 - Site Selection and Development)  
(cf. 7160 - Charter School Facilities)*

7. When the district is organized to serve only grades K-8, **action and seeks** to establish a community day school for any of grades K-8 (Education Code 48660)

*(cf. 6185 - Community Day School)*

8. When the district **is organized to serve only grades K-8**, has an average daily attendance (ADA) of 2,500 or less, **or desires to operate a community day school to serve any of grades K-6 (and no higher grades)** and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

~~9. When the district is organized to serve only grades K-8 and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)~~

~~10. When the district desires to operate a community day school to serve any of grades K-6 (and no higher grades) on an existing school site, certification is required based on a two-thirds vote of the governing board, stating that satisfactory alternative facilities are not available for a community day school (Education Code 48661)~~

- ~~11.~~ **9.** Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)

**12-10.** Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

(cf. 7213 - School Facilities Improvement Districts)

**13-11.** Resolution to place a parcel tax on the ballot, ~~approved by a two-thirds vote of the Board unless a greater vote is required by statute~~ (Government Code 53724)

**14-13.** Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

#### Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)
2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government code 54956.5)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

#### Actions Requiring a Four-Fifths Vote of the Board:

~~1. The expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval or air attack or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)~~

(cf. 3110 - Transfer of Funds)

~~2-1.~~ Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822-53824)

~~2. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)~~

~~4-2.~~ Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

**3.** When the district has a seven-member Board and has adopted the procedures set forth in, action to respond to an **emergency** facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)



**5-3.** Resolution to award a contract for a public works project **at \$212,500** ~~when all bids received are in excess of one hundred seventy five thousand dollars (\$175,000), the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at one hundred eighty-seven thousand five hundred dollars (\$187,500)~~ or less, to the lowest responsible bidder, **when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act for projects of \$200,000 or less, all bids received are in excess of \$200,000, and if** the Board determines **that** the **district's** cost estimate ~~of the public agency~~ was reasonable. (Public Contract Code 22034)

#### Actions Requiring a Unanimous Vote of the Board

1. Resolution authorizing and prescribing the terms of a community lease for extraction of gas **and taking of gas not associated with oil** (Education code 17510-17511)
2. **Authorization of the use of day labor or force account, or w**~~Waiver~~ of the competitive bid process pursuant to Public Contract Code 20111 when the Board determines that an emergency exists **requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property,** and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

#### Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than \$2,500. Disposal of surplus property in the local dump or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

*(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)*

**Note: For example, when a full seven voting member board (a super majority of the Board) would consist of five Board voting members**

*Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.*

Exhibit FRESNO UNIFIED SCHOOL DISTRICT  
version: September 24, 1998 Fresno, California  
reviewed: February 13, 2003  
revised: January 28, 2004  
revised: May 30, 2018  
revised: Spring \_\_, 2023

*Policy Section: 9000 Bylaws*



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 12, 2023

**AGENDA ITEM C-26**

**AGENDA SECTION: C**

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

**ACTION REQUESTED: Receive**

(Adopt, Approve, Discuss, Receive, etc.)

**TITLE AND SUBJECT: Receive Proposed Revisions for Board Policies**

**ITEM DESCRIPTION:** Included in the Board binders are proposed revisions for the following five Board Policies (BP):

- BP 0420.4 Charter School Authorization
- BP 0420.41 Charter School Oversight
- BP 0420.42 Charter School Renewal
- BP 0420.43 Charter School Revocation
- BP 6163.2 Animals at School

These revisions meet the California School Boards Association recommendations and best practices. The items will return for approval at a future Board meeting.

Revision recommendations are color coded as follows:

**Yellow highlight** - CSBA recommended language policy

**Peach font** – Subcommittee recommendation

Grey font – New Policy, CSBA recommended

**Green font** – Legally mandated/reference changes

**Teal header** – \*New Policy, non-CSBA proposed

**Blue font** – Clarification or readability changes

**Red strikeout** – Recommended deletion

**Green font** - CDE/FPM/Legal required change

**Purple font** - Information change

**Blue font** – Legal Counsel's recommendation

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

PREPARED BY: Teresa Plascencia,  
Executive Director

DIVISION: Constituent Services  
PHONE NUMBER: 457-3736

CABINET APPROVAL: Ambra O'Connor,  
Chief of Staff

SUPERINTENDENT APPROVAL:



## Fresno Unified Board Policy (BP) 0420.4 Charter School Authorization

The Governing Board recognizes that charter schools ~~may assist the district in~~ offering diverse learning opportunities for students. In considering any petition ~~for the~~ to establish ~~ment of~~ a charter school within the district, the Board shall give thoughtful consideration to the ability ~~potential~~ of the charter school to provide students with a sound ~~high-quality~~ educational program that enables them to achieve to their fullest potential. The shall consider whether the proposed charter school may accomplish the following: (a) improve pupil learning; (b) increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low-achieving; (c) encourage the use of different and innovative teaching methods; (d) create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site; (e) provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system; (h) hold the charter school accountable for meeting measurable pupil outcomes, and provide the school with a method to change from rule-based to performance-based accountability systems; and (g) provide vigorous competition to stimulate continual improvements in all public schools. (Education Code 47601)

One or more persons seeking to establish a charter school may submit a petition to the Board for ~~the a~~ start-up charter school to be ~~establish~~ mented of a charter school that will operate within the geographic boundaries of the district. ~~In addition, or to convert an existing public district school of the district may be converted to a charter school when deemed beneficial by the district and community. (Education Code 47605, 47606, 53300)~~

~~The district shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)~~

Any petition for a start-up charter school ~~or conversion charter school~~ shall include the required number of parents or legal guardians meaningful interested in having their child or ward attend the charter school or teachers meaningfully interested in teaching at the charter school. The petition must also contain reasonably comprehensive descriptions of all of the elements required by law and ~~components, and signatures required by law, the accompanying administrative regulations. and shall be submitted to the Board.~~ The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter petition proposals with legal requirements.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance ~~of the petition~~ with legal requirements. If the charter petition is granted, As needed, they the Superintendent or designee may also establish a Memorandum of Understanding with the charter operators ~~may meet with the petitioners to establish workable plans for technical assistance or~~ contracted services ~~which~~ the district may provide to the approved ~~proposed~~ charter school.

### Timelines for Board Action

No later than ~~Within~~ 360 days ~~after~~ of receiving a charter petition ~~to establish a charter school~~, the Board shall hold a public hearing on the charter provisions, at which time the Board shall consider to ~~determine~~ the level of support for the petition by teachers employed by the district, other district employees ~~of the district~~, and parents/guardians. A petition is deemed received by the Board on the day

the petitioner submits a petition to the district's Charter office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

Following review of the petition and the public hearing, the Board shall either grant or deny the charter petition at a public hearing held within 90 days of receipt of the petition. That date may be extended an additional 30 days if the petitioner and the Board agree to the extension. ~~Within 60 days of receiving a petition, or within 90 days with mutual consent of the petitioners and the Board, the Board shall either approve or deny the request to establish the charter school.~~ (Education Code 47605)

*(cf. 9320 - Meetings and Notices)*

At least 15 days before the public hearing at which the Board will either grant or deny the charter, the Board shall publish all staff recommendations regarding the petition, including any recommended findings and, if applicable, certification from the County Superintendent of Schools regarding the potential fiscal impact of the charter school on the district. At the public hearing to either grant or deny the charter, the petitioners shall have equivalent time and procedures to present evidence and testimony to respond to the staff recommendations and findings. (Education Code 47605)

~~The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)~~

The Superintendent or designee shall maintain accurate records, in relation to each charter petition, of documents submitted, the Board's proceedings, and the findings upon which the Board's decision to grant or deny the charter is made.

### Approval of Petition

The Board shall ~~approve the charter petition~~ grant a charter for the operation of a charter school only if the Board is satisfied that granting the charter doing so is consistent with sound educational practice and with the interests of the community in which the school is proposing to locate. ~~In granting charters, t~~The Board shall consider the academic needs of the students the charter school proposes to serve and shall not deny a petition for the establishment of a charter school unless it makes written factual findings specific to the petition. The Board shall give preference to schools petitions that demonstrate the capability best able to provide comprehensive learning experiences to for students identified by the petitioners as academically low-achieving, ~~students according to~~ pursuant to the standards established by the California Department of Education (CDE) under Education Code 54032. (Education Code 47605)

~~The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)~~

~~(cf. 0420.42 - Charter School Renewal)  
(cf. 0420.43 - Charter School Revocation)~~

Prior to granting a charter petition, ~~t~~The Board shall ~~ensure verify that any approved the~~ charter contains includes adequate processes and measures for oversight monitoring and holding the school accountable for fulfilling the terms of its charter, and complying with all applicable laws, including Education Code 47604.1. ~~These~~ Such processes and measures shall include, but are not ~~be~~ limited to, fiscal accountability systems, multiple measures for evaluating the educational program, inspection and observation of the charter school, ~~including student outcomes aligned with state priorities as described in Education Code 52060,~~ and regular reports to the Board.



(cf. 0420.41 - Charter School Oversight)

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

After a charter petition is granted ~~the~~ the Board may enter into a Memorandum of Understanding with the charter operator for the term of the charter ~~approve one or more memoranda of understanding~~ to clarify the financial and operational agreements between the district and the charter school. Any such Memorandum of Understanding may be ~~annually reviewed by the Board and charter school governing body and~~ amended as necessary per the terms of the Memorandum of Understanding.

(cf. 0420.42 - Charter School Renewal)

(cf. 0420.43 - Charter School Revocation)

Upon approval of the petition by the Board, the petitioners ~~it~~ it shall be the responsibility ~~for of the petitioners to provide~~ ing written notice of the Board's approval and a copy of the charter petition to the County Superintendent of Schools, the CDE, and the State Board of Education (SBE). (Education Code 47605)

#### Denial of Petition

~~The Board shall deny any petition to authorize the conversion of a private school to a charter school. The Board shall also deny any petition for a charter that proposes to serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district. (Education Code 47602, 47605)~~

The Board shall summarily deny any charter petition that proposes to:

1. Operate a charter school as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)
2. Convert a private school to a charter school (Education Code 47602)
3. Serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all of the grade levels served by the district (Education Code 47605)
4. Offer nonclassroom-based instruction (Education Code 47612.7)

Regarding all ~~Any~~ other charter petitions, the Board shall not deny a petition ~~be denied for the establishment of a charter school unless~~ only if the Board makes written factual findings, specific to the particular petition, setting forth specific facts to support ~~that~~ one or more of the following findings conditions exist: (Education Code 47605; 5 CCR 11967.5.1)

1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain the required number of signatures ~~required.~~
4. The The petition does not contain an affirmation ~~of each of the conditions that the charter school will be nonsectarian~~ in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against a pupil on the basis of the characteristics listed in Education Code 47605(~~e~~). (Education Code 220)
5. The petition does not contain reasonably comprehensive descriptions of all of the following: ~~the~~

~~charter provisions in Education Code 47605(b).~~

- A. The educational program of the charter school.
  - B. The measurable student outcomes identified by the charter school.
  - C. The method by which student progress is to be measured.
  - D. The governance structure of the charter school.
  - E. The qualifications to be met by individuals to be employed by the charter school.
  - F. The procedures the charter school will follow to ensure the health and safety of students and staff.
  - G. The means by which the charter school will achieve a balance of racial and ethnic students, special education students, and English learner students that is reflective of the general population residing within the territorial jurisdiction of the District.
  - H. Admissions policies and procedures.
  - I. The manner in which annual, independent financial audits shall be conducted.
  - J. The procedures by which students can be suspended or expelled from the charter school.
  - K. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
  - L. The public school attendance alternatives for students residing within the District who choose not to attend the charter school.
  - M. The rights of a District employee upon leaving the District's employment to work in the charter school and any rights of return to the District after employment at the charter school.
  - N. The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter.
  - O. The procedures to be used if the charter school closes.
6. The petition does not contain a declaration ~~of as to~~ whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.
7. **The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate. Analysis of this finding shall include consideration of the fiscal impact of the proposed charter school. A written factual finding shall detail specific facts and circumstances that analyze and consider the following factors:**
- a. **The extent to which the proposed charter school would substantially undermine existing services, academic offerings, or programmatic offerings**
  - b. **Whether the proposed charter school would duplicate a program currently offered within the district and whether, when the existing program has sufficient capacity for the students proposed to be served within reasonable proximity to where the charter school intends to locate**
8. **The district is not positioned to absorb the fiscal impact of the proposed charter school. The district satisfies this criterion if it has a qualified interim certification and the County Superintendent certifies that approving the charter school would result in the district having a negative interim certification, has a negative interim certification, or is under the state receivership. (Education Code 47605.7, 5 CCR 11967.5.1)**

The Board shall not deny a petition based on the actual or potential costs of serving students with exceptional needs, which is defined in Education Code 56026 disabilities, nor shall it refuse to grant ~~deny~~ a petition solely because the charter school might enroll students with disabilities who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

(cf. 0430 - Comprehensive Local Plan for Special Education)

## Appeals

If the Board denies a petition, the petitioners may ~~elect~~ **choose** to submit the **charter** petition to the County Board of Education within 30 days of the denial by the district. If and, if then denied by the County Board denies the petition, the petitioners may appeal that denial, to the SBE within 30 days of the denial by the County Board. (Education Code 47605)

**At the request of the petitioner, the Board shall prepare the documentary record, including a transcript of the public hearing at which the Board denied the charter, no later than 10 business days after the petitioner makes the request. (Education Code 47605)**

**Within 30 days of receipt of an appeal submitted to SBE, the Board may submit a written opposition to SBE detailing, with specific citations to the documentary record, how the Board did not abuse its discretion in denying the petition. (Education Code 47605)**

**If either the County Board or SBE remands the petition to the Board because the petition on appeal contains new or different material terms, the Board shall reconsider the petition and shall grant or deny the petition within 30 days. (Education Code 47605)**

*Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.*

Legal Reference:

EDUCATION CODE

200 Equal rights and opportunities in state educational institution

220 Nondiscrimination

**1240 Duties of County Superintendent**

17078.52-17078.66 Charter schools facility funding; state bond proceeds

17280-17317 Field Act

17365-17374 Field Act, fitness for occupancy

**32282 Comprehensive safety plan**

33126 School Accountability Report Card

41365 Charter school revolving loan fund

**42131 Interim certification**

42238.51-42238.532 Funding for charter districts

44237 Criminal record summary

44830.1 Certificated employees, conviction of a violent or serious felony

45122.1 Classified employees, conviction of a violent or serious felony

46201 Instructional minutes

47600-47616.7 Charter Schools Act of 1992

47640-47647 Special education funding for charter schools

47650-47652 Funding of charter schools

49011 Student fees

51745-51749.36 Independent study

52052 **Accountability: numerically significant student subgroups, definition**

53300-53303 Parent Empowerment Act

52060-52077 Local control and accountability plan

56026 Special education

56145-56146 Special education services in charter schools

CORPORATIONS CODE

5110-6910 Nonprofit public benefit corporations

GOVERNMENT CODE

**1090-1099 Prohibitions applicable to specified officers**

3540-3549.3 Educational Employment Relations Act

**6250-6270 California Public Records Act**

**54950-54963 Ralph M. Brown Act**

**81000-91014 Political Reform Act of 1974**

CODE OF REGULATIONS, TITLE 5

11700.1-11705 Independent study

11960-11968.5.5 Charter schools

**CODE OF REGULATIONS, TITLE 24**

**Part 2 California Building Standards Code**

UNITED STATES CODE, TITLE 20

7223-7225 Charter schools



COURT DECISIONS

Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

ATTORNEY GENERAL OPINIONS

89 Ops.Cal.Atty.Gen. 166 (2006)

80 Ops.Cal.Atty.Gen. 52 (1997)

78 Ops.Cal.Atty.Gen. 297 (1995)

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 26, 1996 Fresno, California

revised: September 22, 1999

revised: May 12, 2000

revised: March 25, 2004

revised: May 27, 2015

revised: May 30, 2018

revised: Spring \_\_, 2023

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

## **Fresno Unified Board Policy (BP) 0420.41 Charter School Oversight**

The Governing Board recognizes its ongoing responsibility and duty to ensure oversee ~~a that any~~ charter school authorized by the Board and ensure that the charter school is successfully fulfilling the terms of its charter and is providing a sound ~~high-quality~~ educational program for students enrolled in the charter school.

*(cf. 0420.4 - Charter School Authorization)  
(cf. 0500 - Accountability)*

The Superintendent or designee shall identify at least one staff member to serve as a contact person for each charter school. (Education Code 47604.32)

~~The Board and Superintendent or designee may inspect or observe any part of the charter school at any time.~~ The Superintendent or designee shall visit each charter school at least annually and may inspect or observe any part of a charter school at any time. (Education Code 47604.32, 47607)

When ~~ever~~ the Board grants a charter school operated ~~as or is operated~~ by a nonprofit public benefit corporation ~~as authorized by Education Code 47604, the Superintendent may recommend and the Board may appoint a~~ the district shall be entitled to a single representative, ~~who may be the district's charter school contact,~~ on the ~~corporation's~~ board of directors of the nonprofit public benefit corporation. (Education Code 47604)

The Superintendent or designated charter school contact shall attend meetings of the charter school governing body whenever possible and shall periodically meet with a representative of the charter school.

The district shall ensure that a charter school complies with all reports required of charter schools by law, including the local control and accountability plan and annual update to the local control and accountability plan, and shall monitor the fiscal condition of a charter school. (Education Code 47604.32)

The district shall not be liable for the debts or obligations of a charter school or for claims arising from the performance of acts, errors, or omissions by a charter school when the District complies with all oversight responsibilities required by law. (Education Code 47604)

### **Waivers**

A charter school shall comply with all provisions of the Charter Schools Act but is otherwise exempt from the laws governing school districts except as set forth in Education Code 47610. If the charter school wishes to request a general waiver of any state law or regulation applicable to it, it shall request that the district submit a general waiver request to the State Board of Education (SBE) on its behalf. Upon approval of the Board, the Superintendent or designee shall submit such a ~~apply for the~~ waiver request to the SBE on behalf of the charter school.

*(cf. 1431 - Waivers)*

### **Provision of District Services**

The charter school may separately purchase administrative or other services from the district or any other source. (Education Code 47613)

Whenever the district agrees to provide administrative or support services to a charter school, the district and charter school shall develop a memorandum of understanding which clarifies the financial and operational agreements between them the district and charter school.

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The district may charge the charter school may be charged for the actual costs of the reporting services. The district but shall not require the charter school be required to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)

### Material Revisions to Charter

Material revisions of the provisions of to a charter petition may be made only with Board approval. Material revisions shall be governed by the same standards and criteria described that apply to new charter petitions as set forth in Education Code 47605. Material revisions and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of for charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

If an approved charter school proposes to expand operations to one or more additional sites or grade levels, within the district's boundaries, the charter school shall request a material revision to its charter and shall notify the Board of the one or more those additional sites locations or grade levels. The Board shall consider approval of the additional locations at an open meeting. (Education Code 47607.5)

The findings of Education Code 47605(c)(7)-(8) shall not be used by the Board to deny a renewal of an existing charter school, but may be used to deny a proposed expansion constituting a material revision. For such a material revision, this analysis shall be limited to consideration only of the impact of the proposed material revision. (Education Code 47607)

The Board shall have the authority to determine whether a proposed change to a in charter petition school operations constitutes a material revision.

### Monitoring Charter School Performance

The Superintendent or designee shall monitor the each charter school that is authorized by the district to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools by law in accordance with Education Code 47604.32. Any violations of law by a charter school shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving the measurable student outcomes set forth in the charter, both schoolwide and for each numerically significant student subgroup all groups of students served by the charter school, as defined in Education Code 52052 the measurable student outcomes set forth in the charter. This determination shall be based on the methods measures specified in the approved charter for measuring student outcomes, any applicable provisions in the Memorandum of Understanding between the district and the charter school, and the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP), as reported in the California School Dashboard. shall include, at a minimum, a consideration of whether the school is meeting its Academic Performance Index growth targets established pursuant to Education Code 52052 and is making "adequate yearly progress" (AYP) pursuant to 20 USC 6311, as applicable.

The Board shall monitor the fiscal condition of the charter school based on all any financial reports and/or information submitted by ~~obtained from~~ the charter school, including, but not limited to, the charter school's preliminary budget, the charter school's LCAP, and ~~an annual updates to the charter school's LCAP, aligned to the template adopted by the SBE, of school goals, actions, and related expenditures;~~ first and second interim financial reports; and the final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

### Fees/Charges for Supervisorial Oversight

The district may charge a charter school for the actual costs of supervisorial of the charter school not to exceed up to one percent of a charter school's revenue ~~for the actual costs of supervisorial oversight of the school~~. However, if the charter school district is able to ~~provide~~ obtain substantially rent-free facilities ~~to the charter school from the district~~, the district may charge for actual costs of supervisorial oversight of the charter school not to exceed ~~up to~~ three percent of the charter school's revenue. (Education Code 47613)

If the facility obtained by the charter school is provided pursuant to Education Code 47614, the pro-rata share facilities costs calculated pursuant to 5 CCR 11969.7 shall be charged. When the district charges this pro-rata share, the district may also charge for the actual costs of supervisorial oversight of the charter school not to exceed one percent of the charter school's revenue. If the district is given responsibility for supervisorial oversight of a charter school that was authorized pursuant to Education code 47605(k)(1), the district may charge for the actual costs of supervisorial oversight and for the administrative costs necessary to secure charter school funding. (Education Code 47613)

*(cf. 7160 - Charter School Facilities) Technical Assistance/Intervention*

~~If a charter school receiving federal Title I funding fails to make AYP, as defined pursuant to 20 USC 6311, for two or more consecutive years, the school shall be identified for program improvement and shall implement improvement strategies in accordance with 20 USC 6316.~~

*(cf. 0520.2 - Title I Program Improvement Schools)*

Using the evaluation rubric adopted by the SBE, a charter school for which one or more numerically significant student subgroups meet the SBE-established performance criteria in two or more years, the County Superintendent of Schools shall provide technical assistance focused on building the charter school's capacity to develop and implement actions and services responsive to student and community needs, including, but not limited to, any of the following: (Education Code 45607.3)

1. ☐ Assisting the charter school to identify its strengths and weaknesses in regard to the state priorities applicable to the charter school pursuant to Education Code 47605(c). This shall include working collaboratively with the charter school to review performance data on the state and local indicators included in the California School Dashboard and other relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness.
2. ☐ Working collaboratively with the charter school to secure assistance from an academic, programmatic, or fiscal expert or team of experts to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the charter school. The County Superintendent of Schools, in consultation with the charter school, may solicit another service provider, including, but not limited to, a school district, county office of education, or charter school, to act as a partner to the charter school in need of technical assistance.
3. ☐ Obtaining from the charter school timely documentation demonstrating that it has completed the activities described in paragraphs #1 and 2, or substantially similar activities, or has selected another service provider to work with the charter school to complete the activities described in paragraphs #1 and 2, or



substantially similar activities, and ongoing communication with the Board to assess the charter school's progress in improving student outcomes. (Education Code 45607.3)

In addition, if, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more ~~student numerically significant student~~ subgroups, ~~identified in Education Code 52052,~~ or, ~~if for all of the student subgroups if~~ the charter school has ~~less~~ fewer than three numerically significant student subgroups, ~~in regard to one or more state or school priorities identified in the charter, the district:~~ the County Superintendent of Schools may request from the California Collaborative for Educational Excellence. The California Collaborative for Excellence, after consulting with the Superintendent of Public Instruction (SPI), and with the SBE, may provide advice and assistance to the charter school (Education Code 47607.3)

The Board shall consider for revocation any charter school to which the California Collaborative for Educational Excellence has provided advice and assistance and has made either of the following findings, which shall be submitted to the Board:

1. ~~Shall provide technical assistance to the charter school using an evaluation rubric adopted by the SBE pursuant to Education Code 52064.5.~~ that the charter school has failed, or is unable, to implement the recommendations of the California Collaborative for Educational Excellence; or
2. ~~May request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074~~ that the inadequate performance of the charter school, based upon the adopted evaluation rubric, is either so persistent or so acute as to require revocation of the charter. The Board shall consider increases in student academic achievement for all numerically significant student subgroups served by the charter school in determining whether to revoke the charter (Education Code 47607.3)

~~In accordance with law, the Board may deny a charter's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regards to the academic achievement of all numerically significant subgroups of students served by the charter school.~~

*(cf. 0420.42 - Charter School Renewal)  
(cf. 0420.43 - Charter School Revocation)*

## Complaints

Each charter school shall ~~establish and~~ maintain ~~processes~~ policies and procedures to enable any person to file a complaint, in accordance with the uniform complaint procedures ~~set forth as specified~~ in 5 CCR 4600-46~~8770~~70. ~~A complaint that a charter has not complied with the requirements of alleging the school's noncompliance with~~ Education Code 47606.5 ~~and or~~ 47607.3 may be filed with the charter school pursuant to the Uniform Complaint Procedures. Complaints may be filed anonymously if the complaint provided evidence or information leading to evidence to support an allegation of noncompliant. (Education Code 52075)

*(cf. 1312.3 - Uniform Complaint Procedures)*

A complainant ~~who is~~ not satisfied with the decision of the charter school may appeal the decision to the SPI. (Education Code 52075)

If the charter school finds merit in the complaint, or the SPI finds merit in an appeal, the charter school shall provide a remedy ~~shall be provided~~ to all affected students and parents/guardians. (Education Code 52075)

## School Closure

In the event that the Board revokes a charter or denies renewal of a charter, or if the charter school closes ceases operation for any ~~other~~ reason, the Superintendent or designee ~~may shall~~, when applicable in accordance with the charter and/or a Memorandum of Understanding, provide assistance to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out.

The Superintendent or designee shall provide timely notification to the California Department of Education (CDE), within 10 calendar days of the Board's action if any of the following circumstances occur with regard to a charter school: renewal of the charter is denied; the charter is revoked; if for the charter school will cease operation for any reason.

Such notification to the CDE shall at least include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records.  
(Education Code 47604.32; 5 CCR 11962.1)

*Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.*

### Legal Reference

#### EDUCATION CODE

215 Suicide prevention policy  
215.5 Student identification cards, inclusion of safety hotlines  
220 Nondiscrimination  
221.61 Posting of Title IX information on web site  
221.9 Sex equity in competitive athletics  
222 Lactation accommodations for students  
222.5 Pregnant and parenting students, notification of rights  
231.5-231.6 Sexual harassment policy  
234.4 Mandated policy on bullying prevention  
234.6 Bullying and harassment prevention information  
234.7 Student protections relating to immigration and citizenship status  
17070.10-17079.30 Leroy F. Greene School Facilities Act  
17280-17317 Field Act  
17365-17374 Field Act, fitness for occupancy  
32282 Comprehensive safety plan  
32283.5 Online training on bullying prevention  
33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act  
35179.4-35179.6 Interscholastic athletic programs, safety  
35183.1 Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance  
35330 Field trips and excursions; student fees  
38080-38086 School meals  
39831.3 Transportation safety plan  
39843 Disciplinary action against bus driver; report to Department of Motor Vehicles  
41024 Report of expenditure of state facility funds  
42100 Annual statement of receipts and expenditures  
44030.5 Reporting change in employment status due to alleged misconduct  
44237 Criminal record summary  
44691 Information on detection of child abuse  
44830.1 Certificated employees, conviction of a violent or serious felony  
45122.1 Classified employees, conviction of a violent or serious felony  
45125.1 Fingerprinting; employees of contracting entity  
46015 Accommodations for pregnant and parenting students; parental leave  
46201 Instructional minutes  
47600-47616.7 Charter Schools Act of 1992  
47634.2 Nonclassroom-based instruction  
47640-47647 Special education funding for charter schools  
47651 Apportionment of funds, charter schools  
48000 Minimum age of admission for kindergarten; transitional kindergarten  
48010-48011 Minimum age of admission (first grade)  
48206.3-48208 Students with temporary disabilities; individual instruction  
48850-48859 Educational placement of foster youth and homeless students  
48901.1 Suspension and expulsion, willful defiance  
48907 Students' exercise of free expression; rules and regulations



48913.5 Suspended students, homework assignments  
 48950 Student speech and other communication  
 48985 Parental notification,  
 49005-49006.4 Seclusion and restraint  
 49011 Student fees  
 49014 Public School Fair Debt Collection Act  
 49061 Student records  
 49062.5 Student records, name or gender changes  
 49070 Challenging student records  
 49073.2 Privacy of student and parent/guardian personal information  
 49076.7 Student records; data privacy; Social Security numbers  
 49110 Authority to issue work permits  
 49110 Authority to issue work permits  
 49381 Human trafficking prevention  
 49414 Epinephrine auto-injectors  
 49414.3 Administration of opioid antagonist  
 49428 Notification of mental health services  
 49430-49434 The Pupil Nutrition, Health, and Achievement Act of 2001, especially:  
 49431.9 Advertisement of non-nutritious foods  
 49475 Health and safety, concussions and head injuries  
 49557.5 Child Hunger Prevention and Fair Treatment Act of 2017  
 49564 Meals for needy students  
 51224.7 Mathematics placement policy  
 51225.1-51225.2 Exemption from local graduation requirements; acceptance of coursework  
 51225.6 Instruction in cardiopulmonary resuscitation  
 51513 Diploma of graduation, without passage of high school exit examination  
 51745-51749.3 Independent study  
 52051-5-52052 Academic performance index, applicability to charter schools  
 51930-51939 California Healthy Youth Act  
 52052 Accountability; numerically significant student subgroups  
 52060-52077 Local control and accountability plans  
 52075 Uniform complaint procedures 56026 Special education  
 56040.3 Availability of assistive technology devices  
 56145-56146 Special education services in charter schools  
 56365-56366.12 Nonpublic, nonsectarian schools  
 60600-60649 Assessment of academic achievement  
 60850-60859 High school exit examination  
 64000 Categorical programs included in consolidated application  
 64001 School plan for student achievement, consolidated application programs  
 65000-65001 School site councils  
 69432.9-69432.92 Cal Grant program; notification of grade point average and high school graduation  
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 5110-6910 Nonprofit public benefit corporations  
 GOVERNMENT CODE  
 1090-1099 Prohibitions applicable to specified officers  
 3540-3549.3 Educational Employment Relations Act  
 6250-6270 California Public Records Act  
 54950-54963 The Ralph M. Brown Act  
 81000-91014 Political Reform Act of 1974  
 HEALTH AND SAFETY CODE  
 104420 Tobacco Use Prevention Education grant program  
 104559 Tobacco-free schools  
 LABOR CODE  
 1198.5 Personnel records related to performance and grievance  
 PENAL CODE  
 667.5 Definition of violent felony 1192.7 Definition of serious felony  
 VEHICLE CODE  
 28160 Child safety alert system  
 CALIFORNIA CONSTITUTION  
 Article 9, Section 5 Common school system  
 Article 16, Section 8.5 Public finance; school accountability report card  
 CODE OF REGULATIONS, TITLE 5  
 4600-4687 Uniform complaint procedures  
 11700.1-11705 Independent study  
 11960-11969 Charter schools  
 CODE OF REGULATIONS, TITLE 24  
 101 et seq. California Building Standards Code  
 UNITED STATES CODE, TITLE 20  
 1681-1688 Title IX of the Education Amendments of 1972; discrimination based on sex  
 6311 Adequate yearly progress State plan  
 6319 Qualifications of teachers and paraprofessionals 72231-72251j Charter schools  
 UNITED STATES CODE, TITLE 42  
 11431-11435 McKinney-Vento Homeless Assistance Act  
 CODE OF FEDERAL REGULATIONS, TITLE 34  
 200.1-200.78 Accountability

**300.18 Highly qualified special education teachers**

**COURT DECISIONS**

Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

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Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: May 27, 2015 Fresno, California

revised: Spring \_\_, 2023

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

## **Fresno Unified Board Policy (BP) 0420.42 Charter School Renewal**

The Governing Board believes that the ~~renewal~~ ~~ongoing operation~~ of a charter school ~~established within the district~~ should be dependent on the school's effectiveness in achieving its mission and goals for student learning and other student outcomes. Whenever a charter school submits a petition for renewal of its charter, the Board shall review the petition thoroughly and in a timely manner.

*(cf. 0420.4 - Charter School Authorization)*

*(cf. 0420.41 - Charter School Oversight)*

*(cf. 0420.43 - Charter School Revocation)*

*(cf. 0500 - Accountability)*

A charter school submits a charter renewal petition shall not be operated as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code 47604)

When a charter school, concurrently with its renewal petition, proposes to expand operations to one or more additional sites or grade levels, the charter school shall request a material revision to its charter. The material revision may be made only with the approval of the Board. The material revision shall be governed by the standards and criteria described in Education Code 47605. Each renewal granted by the Board shall be for a period of five years. (Education Code 47607)

### **Submission of Renewal Petition**

The Board recommends that ~~A~~ a charter school ~~seeking renewal of its charter is encouraged to~~ submit its petition for renewal to the Board with sufficient time early before the expiration of the term of the charter ~~is due to expire~~ to allow the Board's deliberations and decision on the renewal petition to be completed prior to the end of the term.

~~The signature requirement applicable to new charter is not applicable to petitions for renewal. (5 CCR-11966.4 Education Code 47607)~~

Renewals of charters are governed by Education Code 47605 and t~~The~~ petition for renewal shall include, but not be limited to, a reasonably comprehensive description of any new requirements of charter schools and how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed. ~~The petition also shall include documentation that the charter school meets at least one of the criteria for academic performance specified in Education Code 47607(b), as listed in item #5 in the section "Criteria for Granting or Denying Renewal" below.~~ (Education Code 47607; 5 CCR 11966.4)

### **Criteria for Granting or Denying Renewal**

All charter schools whose term expires on or between January 1, 2022, and June 30, 2025, shall have their term extended by two years. (Education Code 47607.4)

When considering whether to renew a charter petition, if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year, the Board shall review two of the most recent years for which state data is available preceding the renewal decision. (Education 47607, 47607.2)

For purposes of renewal, measurements of academic performance means indicators included in the adopted

evaluation rubrics that are based on statewide assessments. The determination of a charter school's academic progress is based on all the state indicators in the California School Dashboard for which it receives performance levels, provided that the charter school has schoolwide performance levels on at least two measurements of academic performance per year and for at least two numerically significant student subgroups. If the dashboard indicators are not yet available for the most recently completed academic year before renewal, the Board shall consider verifiable data provided by the charter school related to the dashboard indicators. The State Board of Education approved a list of valid and reliable indicators of academic progress and postsecondary outcomes that may be used to demonstrate a charter school's academic performance. (Education Code 47607)

Renewals shall be governed by the ~~same~~ standards and criteria for the establishment of a charter school described that apply to new charter petitions as set forth in Education Code 47605. ~~The Board shall consider the past performance of the charter school's academics, finances, and operations in evaluating the likelihood of future success, along with plans for improvement, if any. A charter renewal shall not be denied based on findings that the charter school is demonstrably unlikely to serve the interests of the entire community in which the school is located or that the district is not positioned to absorb the fiscal impact of the charter school pursuant to Education Code 47605. However, for a material revision concurrent with the renewal to expand operations to one or more additional sites or grade levels, the Board shall consider the impact of the proposed material revision using these provisions. (Education Code 47607; 5 CCR 11966.4)~~

**The signature requirement in Education Code 47605 for the establishment of a charter school is not applicable to petitions for renewal. (5 CCR 11966.4)**

**Following the Board's review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on school performance, as follows:**

**1. Renewal of Five to Seven Years**

The Board shall not deny renewal for a charter school and may renew the charter petition for a period between five and seven years if either of the following apply for two consecutive years immediately preceding the renewal decision:

a. The charter school has received the two highest performance levels schoolwide on all the state indicators included in the evaluation rubrics shown on the California School Dashboard for which the charter school receives performance levels

b. For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or higher than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average (Education Code 47607(c))

A charter school eligible for technical assistance pursuant to Education Code 47607.3 shall not qualify for renewal for a period of between five and seven years.

A charter school that satisfies the criteria for this renewal shall only be required to update its charter petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter petition was originally granted or last renewed and as necessary to reflect the current program offered by the charter school.

**2. Renewal of Five Years**

For a renewal of a charter school for which the above does not apply, In determining whether to grant a charter renewal, the Board shall consider the schoolwide performance and performance of increases in



academic achievement for all numerically significant student subgroups served by the charter school, on the state and local indicators included in the evaluation rubrics shown on the California School Dashboard. The Board shall provide greater weight to performance on measurements of academic performance in determining whether to grant renewal for such a charter school ~~as defined in Education Code 52052, as the most important factor:~~ (Education Code 47607.2)

In addition to the state and local indicators, the Board shall consider clear and convincing evidence, demonstrated by verified data, showing either of the following:

- (a) The charter school achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school
- (b) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers (Education Code 47607.2)

Verified data means data derived from nationally recognized, valid, peer-reviewed, and reliable sources that are externally produced. Verified data shall include measures of postsecondary outcomes. (Education Code 47607.2(c))

For any such charter school, the Board may deny the renewal petition only upon making written findings, setting forth specific facts to support the findings, that the charter school has failed to meet or make sufficient progress toward meeting standards that provide a benefit to the students of the school, that closure of the charter school is in the best interest of students, and that the Board's decision provided greater weight to performance on measurements of academic performance. (Education Code 47607.2)

For a charter school renewed pursuant to this criteria, the Board shall grant a renewal for a period of five years.

### **3. Denial with Option for Two-Year Renewal**

The Board shall not renew a charter if either of the following apply for two consecutive years immediately preceding the renewal decision: (Education Code 47607.2)

- (a) The charter school has received the two lowest performance levels schoolwide on all the state indicators included in the evaluation rubrics shown on the California School Dashboard for which it receives performance levels.
- (b) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are lower than the state average. (Education Code 47607.2(a))

However, the Board shall consider the following factors and may renew a charter petition that meets such criteria only upon making both of the following written factual findings, specific to the particular petition, setting forth specific facts to support the findings:

- (a) The charter school is taking meaningful steps to address the underlying cause(s) of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school.
- (b) There is clear and convincing evidence, demonstrated by verified data, showing either of the following:
  - (i) the charter school achieved measurable increases in academic achievement, as defined by at least year's progress for each year in school; or
  - (ii) strong postsecondary outcomes, as defined by college enrollment, persistence, and competition rates equal to similar peers

For a charter petition renewed pursuant to these written factual findings, the Board may grant a renewal for a period of two years. (Education Code § 47607.2(a))

Notwithstanding all of the above, the Board may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or is not serving all students who wish to attend. The Board may deny renewal of the charter school only after it has provided at least 30 days' notice to the charter school of the alleged violation and provided the charter school with a reasonable opportunity to cure the violation, including a corrective action plan proposed by the charter school. The Board may deny renewal only by making either of the following findings:

- (i) corrective action proposed by the charter school has been unsuccessful; or
- (ii) the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding. (Education Code 47607)

Upon making a finding that a charter school is not serving all students who wish to attend, the Board shall specifically identify the evidence supporting the finding. (Education Code 47607)

The Board shall deny a renewal petition only if it makes a written factual finding setting forth specific facts to support one or more of the following grounds: (Education Code 47605, 47607, 5 CCR 11966-4)

1. The charter school presents an unsound educational program for the students enrolled in the school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).
4. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b).
5. The charter school has failed to meet at least one of the following criteria of academic performance:
  1. Attainment of its Academic Performance Index (API) growth target in the prior year or in two of the last three years, both schoolwide and for all numerically significant groups of students served by the charter school as defined in Education Code 52052.
  2. An API ranking in deciles 4-10 in the prior year or in two of the last three years.
  3. An API ranking in deciles 4-10 for a demographically comparable school in the prior year or in two of the last three years.
  4. Academic performance at least equal to the academic performance of the public schools that the charter school students would otherwise have been required to attend as well as the academic performance of district schools, taking into account the composition of the student population that is served at the charter school. In determining whether the charter school satisfies this criterion, the Board shall base its decision on:
    - (1) Documented clear and convincing data
    - (2) Student achievement data from assessments, including, but not limited to, the Standardized Testing and Reporting Program, for demographically similar student populations in comparison schools
    - (3) Information submitted by the charter school

Whenever the Board makes a determination based on this criterion, the Superintendent or designee shall submit copies of supporting documentation and a written summary of the basis for the Board's determination to the Superintendent of Public Instruction.



(cf. 6162.51—Standardized Testing and Reporting Program)

**e. Qualification for an alternative accountability system pursuant to Education Code 52052(h)**

None of the above criteria shall apply to a charter school that is eligible for alternative methods for calculating the state and local indicators and is designated as Dashboard Alternative School Status (DASS). Instead, in determining whether to grant a charter renewal for such a charter school, the Board shall consider, in addition to the charter school's performance on the state and local indicators included in the evaluation rubrics shown on the California School Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The Board shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The Board may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of students. (Education Code 47607(c)(7))

**Timelines for Board Action**

No later than Within 30-60 days after of receipt of receiving the renewal petition by the Board, the Board shall hold a public hearing on the provisions of the renewal petition and to consider the level of support for the renewal petition review documentation submitted by the charter school and obtain public input. A petition is deemed received by the Board on the day the petitioner submits a petition to the district's Charter office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

Within 60 days of receiving the renewal petition, or within 90 days if extended by mutual written agreement of the Board and the charter school, the Following review of the petition and the public hearing, the Board shall either grant or deny the request to renew the charter renewal petition at a public hearing held within 90 days of receipt of the renewal petition. That date may be extended an additional 30 days if the petitioner and the Board agree to the extension. (Education Code 47605 47607; 5 CCR 11966.4)

At least 15 days before the public hearing at which the Board will either grant or deny the charter renewal petition, the Board shall publish all staff recommendations regarding the petition, including any recommended findings. At the public hearing to either grant or deny the renewal petition, petitioners shall have equivalent time and procedures to present evidence and testimony to respond to the staff recommendations and findings. (Education Code 47605)

If the charter school submits documentation pursuant to item #5d in the section "Criteria for Granting or Denying Renewal" above, the Board shall not grant a renewal until at least 30 days after the submission of such documentation. (Education Code 47607)

If the Board fails to make a written factual finding pursuant to items #1-5 in the section "Criteria for Granting or Denying Renewal" above within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition. (5 CCR 11966.4)

The Superintendent or designee shall provide timely notification to the California Department of Education (CDE), within 10 calendar days of the official action taken by the Board's action, whenever a renewal of the charter is granted or denied. (Education Code 47604.32; 5 CCR 11962.1)

If the Board does not grant ~~denies~~ a renewal to a charter petition, the charter school may appeal the decision pursuant to the procedures pertaining to a denial of a petition for establishment of a charter school as provided in Education Code 47605 (k) ~~submit its application for renewal to the County Board of Education within 30 days of the Board's written factual findings supporting the denial. If the County Board then fails to deny or grant the petition within 60 days of receiving the petition, or within 90 days if extended by written mutual agreement of the charter school and the County Board, the charter school may submit the petition to the State Board of Education.~~ (Education Code ~~47605,~~ 47607.5)

### **School Closure**

**If a charter is not renewed and the charter school ceases operation, the charter school shall implement the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962.**

*Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.*

Legal Reference:

EDUCATION CODE

47600-47616.7 Charter Schools Act of 1992

52052 ~~Alternative accountability system; definition of~~ **Accountability**; numerically significant student subgroup

56145-56146 Special education services in charter schools

60600-60649 ~~8.5~~ Assessment of academic achievement

CODE OF REGULATIONS, TITLE 5

**11962-11962.1 Definitions**

**11966.4 Submission of charter renewal petition**

**11966.5 Charter petitions that have not been renewed; submission to county board of education**

~~11960-11969 Charter schools~~

UNITED STATES CODE, TITLE 20

72213-72251 ~~j~~ **Expanding opportunity through quality c**harter schools

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: May 27, 2015 Fresno, California

revised: Spring \_\_, 2023

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

## Fresno Unified Board Policy (BP) 0420.43 Charter School Revocation

The Governing Board expects ~~all any~~ charter schools ~~it~~ authorizes to provide a sound educational program that promotes student learning and to carry out ~~their its~~ operations in a manner that complies with law and the terms of its charter. The Board may revoke a charter in accordance with law (Education Code 47607).

(cf. 0420.4 - Charter School Authorization)

(cf. 0420.41 - Charter School Oversight)

(cf. 0420.42 - Charter School Renewal)

(cf. 0500 - Accountability)

The Board may revoke a charter, if the Board finds, before the date it is due to expire whenever the Board makes a written factual finding, supported by through a showing of substantial evidence, that the charter school ~~did has done~~ any of the following: (Education Code 47607(f))

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter
2. Failed to meet or pursue any of the student outcomes identified in the charter
3. Failed to meet generally accepted accounting principles or engaged in fiscal mismanagement
4. Violated any ~~provision of~~ law

When the Board determines, in writing, that any violation under Education Code 47607(f) constitutes a severe and imminent threat to the health or safety of students, the Board may immediately revoke the school's charter by approving and delivering a Notice of Revocation by Determination of a Severe and Imminent Threat to Student Health or Safety to the charter school's governing body, the County Board of Education, and the California Department of Education (CDE) (Education Code 47607; 5 CCR 11968.5.3)

The Board shall also consider for revocation any charter school to which the California Collaborative for Educational Excellence (CCEE) has provided advice and assistance pursuant to Education Code 47607.3(c) and about which the CCEE has made either of the following findings, which shall be submitted to the Board: (Education Code 47607.3(d))

1. That the charter school, has failed or is unable, to implement the recommendations of the CCEE
2. That the inadequate performance of the charter school, based upon an evaluation rubric shown on the California School Dashboard, is either so persistent or so acute as to require revocation of the charter

In determining whether to revoke the charter, the Board shall consider increases in student academic achievement for all numerically significant student subgroups served by the charter school, as defined in Education Code 52052. (Education Code 47607, 47607.3)

### Revocation Procedures

If the Board ~~takes action to issue a Notice of Violation,~~ is considering revoking a charter, the Board it shall deliver a Notice of Violation to the charter school's governing body. The Notice of Violation is the written notice of the Board's identification of one or more of the specific alleged violations by the charter school. This notice shall identify all of the following: (Education Code 47607; 5 CCR 11965, 11968.5.2)

1. The charter school's alleged specific violation(s).
2. All evidence relied upon by the Board in determining the charter school engaged in any of the acts or omissions identified including the date and duration of the alleged violation(s), showing the violation(s) are both material and uncured, and that the alleged violations(s) occurred within a reasonable period of time before the Notice of Violation is issued.



3. The period of time that the Board has concluded is a reasonable period of time for the charter school to remedy or refute the identified violation(s). In identifying this time period, the Board shall consider the amount of time reasonably necessary to remedy each identified violation, which may include the charter school's estimation as to the anticipated remediation time.

In determining whether to revoke a charter, the Board shall consider increases in student academic achievement for all "numerically significant" groups of students served by the charter school, as defined in Education Code 52052, as the most important factor. (Education Code 47607)

At least 72 hours prior to any Board meeting in at which the Board will consider issuing a Notice of Violation, the Board shall provide the charter school with notice and all relevant documents related to the proposed action. (5 CCR 11968.5.2)

(cf. 9320 - Meetings and Notices)

1. ~~The charter school's alleged violation(s).~~
2. ~~All evidence relied upon by the Board in determining that the charter school committed the alleged violation(s), including the date and duration of the alleged violation(s). The Notice shall show that each alleged violation is both material and uncured and that it occurred within a reasonable period of time before the Notice of Violation is issued.~~
3. ~~The period of time that the Board has concluded is a reasonable period of time for the charter school to remedy or refute the identified violation(s). In identifying this time period, the Board shall consider the amount of time reasonably necessary to remedy each identified violation, which may include the charter school's estimation as to the anticipated remediation time.~~

Upon receipt of ~~By the end of the remedy period identified in~~ the Notice of Violation, the charter school's governing body if it chooses to response, shall take the following actions:

- (1) ~~may~~ submit to the Board a detailed, written response ~~and supporting evidence~~ addressing each identified violation, including, the refutation, remedial action taken, or proposed remedial action by the charter school specific to each alleged violation, which shall be due by the end of the remedy period identified in the Notice of Violation; and
- (2) attach to its written response supporting evidence of the refutation, remedial action, or proposed remedial action, if any, including written reports, statements, and other appropriate documentation. (5 CCR 11968.5.2)

~~After Within 60 calendar days of the~~ conclusion of the reasonable opportunity to remedy ~~period specified in the Notice of Violation,~~ the Board shall evaluate the any response of and supporting evidence provided by the charter school's governing body to the Notice of Violation and any supporting evidence, if submitted, and shall take one of the following actions: (5 CCR 11968.5.2)

1. If the Board has substantial evidence that the charter school has failed to refute to the Board's satisfaction, or remedy a violation identified in the Notice of Violation, continue revocation of the school's charter by issuing a Notice of Intent to Revoke to the charter school's governing body; or
2. Discontinue revocation of the school's charter and provide timely written notice of such action to the charter school's governing body
3. ~~If there is substantial evidence that the charter school has failed to remedy a violation identified in the Notice of Violation or to refute a violation to the Board's satisfaction, continue revocation of the charter by issuing a Notice of Intent to Revoke to the charter school's governing body~~

If the Board does not take one of the above actions within 60 calendar days of the conclusion of the remedy period specified in the Notice of Violation, the revocation process is terminated and the Notice of Violation is void. (5 CCR 11968.5.2)

If the Board chooses to continue revocation of the charter school by issuing a written Notice of Intent to Revoke due to the charter school's failure to remedy one or more violations identified in the Notice of Violation, the Notice of Intent to Revoke shall identify all of the following:

(1) All evidence relied upon by the Board in determining that the charter school failed to remedy a violation.

(2) The date and time at which the Board will ~~it shall~~ hold a public hearing concerning ~~the~~ revocation, ~~on the date specified in the notice, Within which shall be held no more than~~ 30 calendar days after the Board issues this notice ~~the public hearing, or within 60 calendar days if extended by written mutual agreement of the Board and the charter school, the Board shall issue a final decision to revoke or decline to revoke the charter.~~ (Education Code 47607; 5 CCR 11968.5.2)

No later than 30 days after providing the Notice of Intent to Revoke, the Board shall hold a public hearing, in the normal course of business, on the issue of whether evidence exists to revoke the charter. No later than 30 days after the public hearing, **the Board shall issue a final decision to revoke or decline to revoke the charter**, unless the Board and the charter school agree to extend the issuance of the decision by an additional 30 days. The Board shall not revoke a charter unless it makes written factual findings supported by substantial evidence, specific to the charter school, that supports its findings. (Education Code § 47607; 5 CCR § 11968.5.2)

If the Board does not act to issue a final decision within the specified timeframr, ~~fails to meet the timelines specified above for issuing a Notice of Intent to Revoke or a final decision,~~ the revocation process ~~is shall be deemed~~ terminated **and the Notice of Intent is void.** (5 CCR 11968.5.2)

Within 10 calendar days of issuing the Board's final decision, the Superintendent or designee shall provide a copy of the final decision to the California Department of Education (CDE) and the County Board of Education. (Education Code 47604.32; 5 CCR 11968.5.2)

#### Severe and Imminent Threat

The procedures specified above shall not be applicable when the Board determines, in writing, that any violation under Education Code 47607 constitutes a severe and imminent threat to the health or safety of students. In such circumstances, the Board may immediately revoke the school's charter by approving and delivering a Notice of Revocation by Determination of a Severe and Imminent Threat to Pupil Health or Safety to the charter school's governing body, the County Board, and the CDE. (Education Code 47607; 5 CCR 11968.5.3)

#### Appeals

In the event that the **If the** Board revokes ~~the~~ a charter, the charter school may appeal the revocation to the County Board, within 30 days following of the Board's final decision, ~~appeal the revocation to the County Board. Either the charter school or the district may subsequently appeal the County Board's decision to the SBE.~~ The County Board may reverse the revocation decision if it determines that the findings made by the Board are not supported by substantial evidence. The Board may appeal the reversal to the State Board of Education (SBE). If the **County Board** does not issue a **decision** on appeal within 90 days' of receipt or if the County Board upholds the revocation, the charter school may **appeal** the revocation **to the SBE** (Education Code 47607; **47607.3**; 5 CCR 11968.5.3-11968.5.5)

## School Closure

If a charter school ceases operation due to revocation, the charter school shall implement the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962.

*Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.*

Legal Reference:

EDUCATION CODE

47600-47616.7 Charter Schools Act of 1992, especially: 47607 Charter renewals and revocations

52052 **Accountability**: numerically significant student subgroup; definition

CODE OF REGULATIONS, TITLE 5

11960-11969 Charter schools, especially:

11968.5.1-11968.5.5 Charter revocations

### **COURT DECISIONS**

Today's Fresh Start, Inc. v. Los Angeles County Office of Education (201**13**) **195**7 Cal. App. 4th **197** **436**

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: May 27, 2015 Fresno, California

revised: Spring \_\_, **2023**

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



## Fresno Unified Board Policy (BP) 6163.2

### Animals At School

The Governing Board recognizes that animals can contribute to the district's instructional program by being ~~be an~~ effective teaching aids to students and by assisting individuals with disabilities to access district programs and activities. In addition, instruction related to the care and treatment of animals teaches students a sense of responsibility and promotes the humane treatment of living creatures.

~~Animals may be brought to school for educational purposes, subject to rules and precautions specified in administrative regulations related to health, safety and sanitation. Teachers shall ensure that these rules and precautions are observed so as to protect both the students and animals.~~

Seeing eye dogs and service dogs may accompany students and staff at school as needed.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
 (cf. 6142.4 - Service Learning/Community Service Classes)  
 (cf. 6159 - Individualized Education Program)  
 (cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)  
 (cf. 6164.6 - Identification and Education Under Section 504)

The Superintendent or designee shall develop rules and procedures to ensure that when animals are brought to school, the **health, safety**, and welfare of students, staff, and the animals are protected. However, ~~the~~ the district assumes no liability for the safety of animals allowed on district property ~~voluntarily brought to school.~~

(cf. 3320 - Claims and Actions Against the District)  
 (cf. 3530 - Risk Management/Insurance)  
 (cf. 5141.21 - Administering Medication and Monitoring Health Conditions)  
~~(cf. 5141 - Health Care and Emergencies)~~  
~~(cf. 5141.1 - Accidents)~~  
 (cf. 5141.23 - ~~Infectious Disease Prevention~~ Asthma Management)

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#### Legal Reference:

##### EDUCATION CODE

233.5 Teaching of principles

39839 Transportation of guide dogs, signal dogs, services dogs

~~44806 Instruction in kindness to pets and humane treatment of living creatures~~

51202 Instruction in personal and public health and safety

51540 Safe and humane treatment of animals at school

##### CIVIL CODE

54.1 Access to public places

54.2 Guide, signal, or service dogs; right to accompany

##### GOVERNMENT CODE

810-996.6 California Tort Claims Act, especially:

815 Liability for injuries generally; immunity of public entity

835 Conditions of liability

##### VEHICAL CODE

21113 Public grounds

##### UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

##### CODE OF FEDERAL REGULATIONS, 28

35.104 Definitions, auxiliary aids and services

35.136 Service Animals

##### CODE OF REGULATIONS, TITLE 13

1216 Transportation of property

##### UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973; Section 504

Management Resources:

HUMANE SOCIETY OF THE UNITED STATES

Catalogue of Publications, 1996

Guidelines for the Study of Animals in Elementary and Secondary School Biology, HE 1079

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: February 12, 1998 Fresno, California

revised: Spring \_\_, 2023

*Policy Section: 6000 Instruction*